

Resolution

Number 25-0380

Adopted Date March 25, 2025

HIRING AMANDA BURGER AS OFFICE ADMINISTRATOR, WITHIN THE WARREN COUNTY CHILD ADVOCACY CENTER

WHEREAS, the steering committee for the Child Advocacy Center has recommended the hiring of Amanda Burger as the Office Administrator; and

BE IT RESOLVED, to hire Amanda Burger as Office Administrator, within the Warren County Child Advocacy Center, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #18, \$25.00 per hour, effective April 14, 2025, subject a negative background check, drug screen and a 365-day probationary period.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 25th day of March 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

cc: Child Advocacy Center (file)
A. Burger's Personnel file
OMB – Sue Spencer

Resolution

Number 25-0381

Adopted Date March 25, 2025

HIRING ASHLEY MASSIE AS CASE AIDE WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION


BE IT RESOLVED, to hire Ashely Massie as Case Aide, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #12, \$20.03 per hour, under the Warren County Job and Family Services compensation plan, effective April 14, 2025, subject a negative drug screen, background check and a 365-day probationary period.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 25th day of March 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

cc: Children Services (file)
A. Massie's Personnel file
OMB – Sue Spencer

Resolution

Number 25-0382

Adopted Date March 25, 2025

HIRING LISA BURDICK AS ADMINISTRATIVE SUPPORT, WITHIN OHIOMEANSJOBS WARREN COUNTY

BE IT RESOLVED, to hire Lisa Burdick as Administrative Support, within OhioMeansJobs Warren County, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #10, \$18.67 per hour, effective April 14, 2025, subject a negative background check, drug screen and a 365-day probationary period.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 25th day of March 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

cc: OhioMeansJobs (file)
L. Burdick's Personnel file
OMB – Sue Spencer

Resolution

Number 25-0383

Adopted Date March 25, 2025

**HIRING ANTHONY MEHAFFEY AS DATA SYSTEMS TECH I WITHIN THE
TELECOMMUNICATIONS DEPARTMENT**

BE IT RESOLVED, to approve the hiring of Anthony Mehaffey as Data Systems Tech 1 within the Warren County Telecommunications Department, classified, full-time permanent, non-exempt status, Pay Range 18, \$25.00 per hour, effective April 7, 2025, subject to a negative drug screen, background check, and a 365-day probationary period.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 25th day of March 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Telecom (file)
A.Mehaffey's Personnel file
OMB – S. Spencer

Resolution

Number 25-0384

Adopted Date March 25, 2025

APPROVING THE PROMOTION OF KYLE CREECH TO THE POSITION OF WATER DISTRIBUTION WORKER III WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, Mr. Creech has completed his backhoe training and is eligible to be promoted to a Water Distribution Worker III classification.

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Kyle Creech to the position of Water Distribution Worker III within the Water and Sewer Department, classified, full-time permanent, non-exempt status, Pay Range #17, 28.85 per hour, effective pay period beginning March 22, 2025.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 25th day of March 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Water/Sewer (file)
K. Creech's Personnel file
OMB – Sue Spencer

Resolution

Number 25-0385

Adopted Date March 25, 2025

APPROVING THE END OF A 365-DAY PROBATIONARY PERIOD AND A PAY INCREASE FOR CRAIG MYERS WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, Craig Myers, Water Treatment Plant Operator I, within the Water and Sewer Department, has successfully completed a 365-day probationary period.

NOW THEREFORE BE IT RESOLVED, to approve Craig Myers' completion of 365-day probationary period and a pay increase to rate of \$27.58 hourly, effective pay period beginning March 22, 2025.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 25th day of March 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Water and Sewer (file)
C. Myers' Personnel File
OMB – Sue Spencer

Resolution

Number 25-0386

Adopted Date March 25, 2025

APPROVING APPOINTMENT OF JOHN FAVARON AS WARREN COUNTY APIARY INSPECTOR

BE IT RESOLVED, to approve the appointment of John Favaron, 272 Indianview Drive Loveland, Ohio 45140, as Warren County's Apiary Inspector; said term to expire December 31, 2025.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

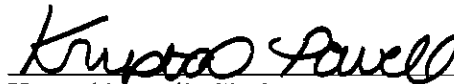
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 25th day of March 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc: Appointments file
Appointee
Ohio Dept. of Agriculture
L. Lander

Resolution

Number 25-0387

Adopted Date March 25, 2025

ACCEPTING WITHDRAWAL OF REZONING APPLICATION OF IMMOBILTEC USA (CASE #2024-04), TO REZONE APPROXIMATELY 10.0059 ACRES FROM COMMUNITY COMMERCIAL BUSINESS ZONE "B2" TO LIGHT INDUSTRIAL MANUFACTURING ZONE "I1" IN FRANKLIN TOWNSHIP

WHEREAS, upon request by Miller Valentine Construction, representative for the applicant, this Board continued the public hearing for the rezoning application Immobiltec USA owner of record (Case #2024-04), to rezone approximately 10.0059 acres from Community Commercial Business Zone "B2" to Light Industrial Manufacturing Zone "I1" in Franklin Township, to a future date to be agreed upon by the applicant and Board of Commissioners; and

WHEREAS, this Board is in receipt of a request to withdraw said rezoning application.

NOW THEREFORE BE IT RESOLVED, to accept the withdrawal of the rezoning application of Immobiltec USA owner of record (Case #2024-04), to rezone approximately 10.0059 acres from Community Commercial Business Zone "B2" to Light Industrial Manufacturing Zone "I1" in Franklin Township.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 25th day of March 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: RPC
RZC
Rezoning file
Applicant
Township Trustees

Resolution

Number 25-0388

Adopted Date March 25, 2025

CANCELLING THE REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY, MARCH 27, 2025

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday, March 27, 2025.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 25th day of March 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc: Auditor _____
Commissioners' file
Press

Resolution

Number 25-0389

Adopted Date March 25, 2025

REJECTING BIDS RECEIVED FOR THE 2025 PRECAST REINFORCED BOX CULVERTS FOR BRIDGE REPLACEMENT PROJECTS

WHEREAS, bids were received by the Board of Commissioners for the 2025 Precast Reinforced Box Culverts For Bridge Replacement Projects on Monday, March 17, 2025 @ 10:30 a.m.; and

WHEREAS, one bid was received and was deemed unresponsive due to failure of providing the proper bid documentation.

NOW THEREFORE BE IT RESOLVED, to reject all bids received for the 2025 Precast Reinforced Box Culverts For Bridge Replacement Projects, and to re-advertise for said project at a later date.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 25th day of March 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

KP/

cc: Engineer (file)
Bid file

Resolution

Number 25-0390

Adopted Date March 25, 2025

ADVERTISING FOR ELECTRONIC SEALED BIDS FOR THE PURCHASE OF 28,200 TONS OF BULK ICE CONTROL SALT

BE IT RESOLVED, to advertise for Electronic Sealed bids for the purchase of 28,200 Tons of Bulk Ice Control Salt; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Website, beginning the week of March 23, 2025; sealed bid package due to the County by 2:00 p.m., April 4, 2025; electronic sealed bids to begin April 17, 2025 @ 11:00 a.m.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 25th day of March 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

KP\

cc: Engineer (file)
Bid file

Resolution

Number 25-0391

Adopted Date March 25, 2025

APPROVING NOTICE OF INTENT TO AWARD BID TO YORK ELECTRIC, INC. FOR THE FY24 VILLAGE OF MORROW BRIDGE LIGHTING CDBG PROJECT

WHEREAS, bids were closed at 9:30 a.m., on February 3, 2025, and the bids received were opened and read aloud for the FY24 Village of Morrow Bridge Lighting CDBG Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Susanne Mason, Director, York Electric, Inc. has been determined to be the lowest and best bidder.

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Office of Grants Administration, that it is the intent of this Board to award the contract to York Electric, Inc., 530 E. Second Street, Dayton, Ohio 45402 for a total bid price of \$377,500.00; and

BE IT FURTHER RESOLVED, that the President of the Board is hereby authorized to execute a "Notice of Intent to Award."

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 25th day of March 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: OGA (file)
Bid file

Resolution

Number 25-0392

Adopted Date March 25, 2025

APPROVING COUNTY MOTOR VEHICLE TAX (CVT-389) FOR THE CITY OF
LEBANON IN THE AMOUNT OF \$99,074.25

BE IT RESOLVED, to approve the following County Motor Vehicle Tax (CVT-389) for the
City of Lebanon:

<u>Project No.</u>	<u>Description</u>	<u>CVT Funds</u>
CVT – 389	Annual Concrete Replacement and Street Resurfacing Program.	\$99,074.25

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon
call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 25th day of March 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Engineer (file)
City of Lebanon

Resolution

Number 25-0393

Adopted Date March 25, 2025

AUTHORIZING COUNTY ADMINISTRATOR OR DEPUTY COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE TO VICTIMS ASSISTANCE FUNDS ON BEHALF OF THE WARREN COUNTY CHILD ADVOCACY CENTER

BE IT RESOLVED, to authorize the County Administrator or Deputy County Administrator to sign documents relative to the Victims of Crime Act (VOCA) Program on behalf of the Warren County Child Advocacy Center, as attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 25th day of March 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

kp/

cc: Child Advocacy Center (file)
S. Walther

Resolution

Number 25-0394

Adopted Date March 25, 2025

AUTHORIZING THE PRESIDENT OF THE BOARD TO SIGN SOFTWARE AGREEMENT WITH NEOGOV ON BEHALF OF WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

BE IT RESOLVED, to authorize the President of the Board to sign software subscription agreement with NEOGOV, on behalf of Warren County Emergency Services. The PowerReady subscription provides license for unlimited number of programs and includes mobile accessibility, email notifications, unlimited late form and trainee performance alerts, ongoing training resources; the software resources will help improve our departments training. Copy of said agreement attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 25th day of March 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a--NEOGOV
Emergency Services (file)

THIS IS NOT AN INVOICE

Contract Records		Order Details	
Account Number:	A-426255	Order #:	Q-357248
Customer:	Warren County Emergency Services (OH)	Valid Until:	3/31/2025
Effective Employee Count:	45		
Sales Rep:	Coltan Carrier		

Customer Contact			
Billing Contact:	Warren County Emergency Services (OH)	Shipping Contact :	Warren County Emergency Services (OH)
	Melissa Bour		Melissa Bour
Billing Address:	500 Justice Dr.	Shipping Address:	500 Justice Dr.
	Lebanon, OH 45036		Lebanon, OH 45036
Billing Contact Email:	melissa.bour@wcoh.net	Shipping Contact Email:	melissa.bour@wcoh.net
Billing Phone:	513-695-1315	Shipping Phone:	513-695-1315

Payment Terms		Notes:
Payment Term:	Net 30	
PO Number:		

Subscription Service

Year 1

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
PowerReady Subscription	Recurring	3/18/2025	12/8/2025	45	Employee Based	\$1,491.86
The PowerReady Annual subscription provides an agency-wide license for unlimited number of programs and includes; Mobile Accessibility, Email Notifications, Unlimited Late Form and Trainee Performance Alerts, Ongoing training resources, Ongoing software updates, Access to Industry Partnerships, Ongoing Support & Maintenance.						
PowerReady Setup	Services			45	Employee Based	\$3,446.16
A one-time implementation fee that includes access to all online/virtual resources which assist the customer in configuring their site. These resources include video tutorials and trainings, user guides, and a PowerFTO Implementation Consultant to assist in training sessions.						
Year 1 TOTAL:						\$4,938.02

Year 2

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
PowerReady Subscription	Recurring	12/9/2025	12/8/2026	45	Employee Based	\$4,200.00
The PowerReady Annual subscription provides an agency-wide license for unlimited number of programs and includes; Mobile Accessibility, Email Notifications, Unlimited Late Form and Trainee Performance Alerts, Ongoing training resources, Ongoing software updates, Access to Industry Partnerships, Ongoing Support & Maintenance.						
Year 2 TOTAL:						\$4,200.00

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.



t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245



Payment Terms: All invoices issued hereunder are due upon the Invoice due date. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to PowerDMS, Inc. a wholly owned subsidiary of GovernmentJobs.com, Inc. (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEO GOV") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth in the NEOGOV Services Agreement Affixed hereto.

Special Condition:

If this Order Form is executed and/or returned to NEOGOV by the Customer after the Subscription Start Date stated in this Order Form, NEOGOV may adjust the Subscription Start Date and the corresponding Subscription End Date, without increasing the total fees, based on the date NEOGOV activates the subscription, provided the total length of the subscription term does not change. Following activation, any adjustments to such Subscription Start Date and Subscription End Date may be confirmed by reference to the invoice sent by NEOGOV.

Your signature below constitutes acceptance of terms herein and contractual commitment to purchase the items listed above.

Accepted and Agreed By Authorized Representative of:
Warren County Emergency Services (OH)

Signature: Melissa Bour

* [Signature]

Printed Name: Melissa Bour

Tom Grossmann

Title: Director

President

Date 3/21/2025

3/25/25

APPROVED AS TO FORM

Accepted and Agreed By Authorized Representative of:
NEO GOV

DocuSigned by:
Laura Rice
41889104847448A...

Signature:

[Signature]
Derek B. Faulkner
Asst. Prosecuting Attorney

Printed Name: Laura Rice

Title: Accounting Manager

Date 3/14/2025 | 9:36:47 AM PDT



THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.

Payment Terms: All invoices issued hereunder are due upon the invoice due date. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to PowerDMS, Inc. a wholly owned subsidiary of GovernmentJobs.com, Inc. (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth here in the NEOGOV Services Agreement Affixed hereto.

Special Condition:

If this Order Form is executed and/or returned to NEOGOV by the Customer after the Subscription Start Date stated in this Order Form, NEOGOV may adjust the Subscription Start Date and the corresponding Subscription End Date, without increasing the total fees, based on the date NEOGOV activates the subscription, provided the total length of the subscription term does not change. Following activation, any adjustments to such Subscription Start Date and Subscription End Date may be confirmed by reference to the invoice sent by NEOGOV.

Your signature below constitutes acceptance of terms herein and contractual commitment to purchase the items listed above.

Accepted and Agreed By Authorized Representative of:
Warren County Emergency Services (OH)

Signature: *[Handwritten Signature]*

Printed Name: Tom Grossman

Title: President

Date: 3/25/25

Accepted and Agreed By Authorized Representative of:
NEOGOV

Signature: *[Handwritten Signature]*

Printed Name: Laura Rice

Title: Accounting Manager

Date: March 18, 2025





SERVICES AGREEMENT

V011025

You agree that by placing an order through a NEOGOV standard ordering document such as an "Order Form", "Service Order," "Ordering Document," "SOW" or other document mutually agreed by the parties detailing the services, pricing and subscription term (each, an "Order Form" for purposes of this Agreement), you agree to follow and be bound by the terms and conditions set forth herein. "Governmentjobs.com", "NEOGOV", "we", and "our" means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV" and, where applicable, its other affiliates; "Customer", "you", "your" means the NEOGOV client, customer, and/or the subscriber identified in the Order Form).

"Services Agreement" or the "Agreement" shall be used to collectively refer to this NEOGOV Services Agreement, Exhibit A Government Customer Addendum and Exhibit B Integration Terms Addendum, the Professional Services Addenduma and the Data Processing Addendum all attached hereto and Special Conditions (if any). "Special Conditions" means individually negotiated variations, amendments and/or additions to this Service Agreement of which are drafted and agreed to in writing by both parties and, by that agreement, are incorporated by reference into the Order Form.

1. Provision of Services. Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the "Services"). In addition, to the extent NEOGOV provides Customer with access to additional NEOGOV software in order to access Customer Data (as defined below) or otherwise enhance product implementation or functionality, Customer's use of such software will be deemed to be part of the Services and the terms and conditions of this Agreement shall apply. Customer hereby acknowledges and agrees that NEOGOV's provision and performance of, and Customer's access to, the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the earlier of: (i) date of your signature on an applicable Order Form; or (ii) use of the Services commences (the "Effective Date"). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.

2. SaaS Subscription.

a) Subscription Grant. "SaaS Applications" means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the "Service Specifications"). Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer's internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the "SaaS Subscription"). "Authorized Users" means (1) Customer employees, agents, contractors, consultants ("Personnel") who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User's access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.

b) Subscription Term. Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the "Initial Term"). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a "Renewal Term" and together with the Initial Term, collectively, the "Term") unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party's intention to not renew the SaaS Subscriptions, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.

3. Customer Responsibilities.

NEOGOV™

PowerDMS
Digital Management Software
A NEOGOV Company

- a) Managing the Subscription. Customer may use the Service in a manner consistent with the terms of this Agreement. Customer will provide NEOGOV all information needed to process the Order Form to activate the subscription and provision the Service to the Customer.
 - b) Managing Authorized Users. Customer is responsible for managing the Authorized Users on its account on the Service.
 - i) Invitations and Permissions. Customer is responsible for determining which persons to invite to join the Customer's account on the Service and for all actions by Authorized Users on Customer's account on the Service. Customer is solely in control of the individual permissions on the Customer's account.
 - ii) Customer Obligations. Customer must: (A) obtain any rights, permissions, or consents that are necessary for the Authorized User's lawful use of Customer Data and the operation of the Service; (B) ensure that the transfer and processing of Customer Data under the Agreement is lawful; and (C) respond to and resolve any dispute with an Authorized User relating to or based on Customer Data, the Service, or Customer's failure to fulfill its obligations under the Agreement or applicable law. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.
4. Professional Services. "Professional Services" shall mean professional services purchased by Customer as detailed in an applicable Order Form or NEOGOV Scope of Work (SOW) describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Professional Services include training, set-up, implementation, and best practices of and concerning the SaaS Applications. Professional Services are subject to the terms of the Professional Services Addendum attached hereto and made a part hereof and may be subject to additional terms pursuant to a separate and attached SOW and Service Specifications describing, if applicable, the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer executes a separate SOW, this Agreement and documents incorporated herein (including but not limited to the Professional Services Addendum) shall control in the event of a conflict with the terms of the SOW.
5. Payment Terms.
- a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") as set forth in an Order Form within thirty (30) days of the date of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated "Bill To" party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term. The new pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.

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- b) Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV's request therefor.
- c) Purchase Orders. Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement. NEOGOV's failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.
6. Term and Termination.
- a) Term. This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services, unless it is terminated earlier in accordance with this Agreement.
- b) Termination for Cause; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, following 90 days after expiration or termination of the Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.
7. Audit Rights. Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.
8. Maintenance; Modifications; Support Services.
- a) Maintenance, Updates, Upgrades. NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.
- b) Program Documentation; Training Materials. "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.

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- c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. For an additional fee as detailed on an applicable Order Form, NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.
- d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.
- e) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

9. NEOGOV Intellectual Property Rights.

- a) NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOV Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.
- b) Customer may, but is not obligated to, provide NEOGOV with suggestions, ideas, enhancement requests, or other feedback ("Feedback"). If Customer provides any such Feedback to NEOGOV, Customer hereby grants NEOGOV a nonexclusive, perpetual, irrevocable, royalty-free license to use all Feedback for any purpose. Feedback is provided to NEOGOV on an "as-is" basis without warranties of any kind.

10. Data Processing and Privacy.

- a) Customer Data. "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.
- b) Platform Data. "Platform Data" shall mean any anonymized data reflecting the access to or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law. Such anonymized data neither identifies Customer or its users, nor can Customer or any its users can be derived from such data.

- c) Data Processing Agreement. The parties agree that the terms of the NEOGOV Data Processing Addendum (“DPA”) attached hereto is hereby incorporated herein by reference and made part of this Agreement and governs NEOGOV’s processing of Personal Data. Customer represents and warrants, that it does not now nor will Customer have in the future, any Authorized Users accessing the Services in the European Union, European Economic Area, or Switzerland (the “EU”), the State of California, or the United Kingdom (“UK”), nor does the Customer, now or in the future, intend to use the Services to target and collect personal information from users located in the State of California, the EU or UK. Therefore, all references to and terms and conditions regarding the State of California, the EU and the UK in the DPA, including without limitation, the Standard Contractual clauses (C(2021) 3972 final ANNEX) of the Data Processing Addendum are not applicable to Customer
- d) Data Responsibilities.
- i) NEOGOV will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV’s cloud infrastructure providers.
 - ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (b) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (c) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.
- e) Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a “Security Breach”) within 72 hours of NEOGOV’s confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer’s policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.
- f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV’s systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer’s written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer acknowledges that it is solely responsible for determining any retention requirements with respect to the Customer Data as required by applicable law and NEOGOV disclaims all liability in connection with such determination. In addition, to the extent Customer requests that NEOGOV retain Customer Data beyond the expiration of the retention period required by applicable law, rule or regulation, NEOGOV disclaims all liability in connection with retaining such Customer Data including but not limited to any claims related to loss or destruction of Customer Data
11. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services (“Third Party Services”). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.

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- a) Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.
- b) Obligations. The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.
- c) Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.
- d) Equitable Relief. The parties recognize and agree there may be no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach may irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.
13. Representations, Warranties, and Disclaimers.
- a) Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.
- b) Additional Customer Representations and Warranties. Customer hereby represents and warrants to NEOGOV that: (1) Customer and Authorized Users have all necessary rights and authority to upload Customer Data to the Service without violating any third party's proprietary or privacy rights, including intellectual property rights; (2) Customer Data does not contain any viruses, worms, Trojan horses, or other harmful or destructive code or content; and (3) Customer will use the Service in compliance with all laws, rules, regulations, and this Agreement.
- c) Service Performance Warranty. NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill and in a professional manner in accordance with generally recognized industry standards for similar services.
- d) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES AND ANY OTHER INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.
- e) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE

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INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR WITH RESPECT TO ANY THIRD PARTY SERVICES.

- f) **No Medical Advice.** Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.

14. Indemnification.

- a) **Customer Indemnity.** Not applicable per Exhibit A.
- b) **NEOGOVS Indemnity.** Subject to subsections 14(b)(i) through 14(b)(iii) and 14(c) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV.
- i) **Alternative Resolution.** If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.
- ii) **No Duty to Indemnify.** NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.
- iii) **Exclusive Remedy.** This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.
- c) **Indemnification Procedures.** In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.

15. Limitations of Liability.

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- a) **EXCLUSION OF DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, INCLUDING FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- b) **CAP ON MONETARY LIABILITY.** EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, OR CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE FIRST EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.
16. **Reimbursement of Costs in Third Party Litigation.** With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to NEOGOV requesting copies of documents maintained by NEOGOV or otherwise requesting NEOGOV to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall reimburse NEOGOV for its out-of-pocket costs associated with compliance with such request, including but not limited to NEOGOV's reasonable attorneys' fees.
17. **EOL Products.** NEOGOV may, in its discretion, at certain times elect to discontinue development, distribution and/or support of any Service or any elements or versions of any Service, and thereby designate such Service or elements or versions as end of life ("EOL"). In the event that NEOGOV elects to announce EOL for any Service, NEOGOV will provide six (6) months prior notice. Customer will have a period of six (6) months after receipt of such notice to upgrade to the last commercially available (non-EOL) version of the Service, if applicable, or otherwise following the expiration of such six (6) month period, the Service shall be deemed terminated without penalty and a pro rata refund shall be provided to Customer for the remaining term of the Service. During the 6-month notice period, Customer may continue exercising all of the rights set forth in this Agreement with respect to such EOL Service.
18. **Text Message Communications.** NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (a) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (b) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (c) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.
19. **Publicity.** Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.
20. **Force Majeure.** Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes

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in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.

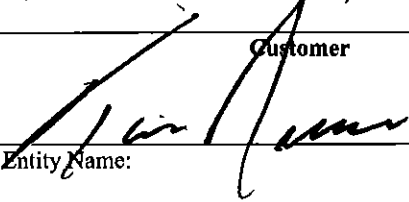
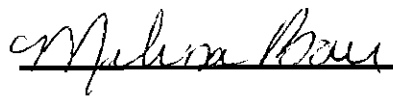

21. **Independent Contractor; No Third Party Beneficiary; Fulfillment Partners.** The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.
22. **Entire Agreement; Amendment; Addendum.** This Services Agreement and solely the documents attached hereto constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) the attached documents (including the Exhibits and each applicable Addendum). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound.
23. **General.**
- a) **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Ohio, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Warren County, Ohio.
 - b) **Severability.** If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.
 - c) **Notices.** All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form.
 - d) **Waiver.** The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument.
 - e) **Electronic Delivery.** Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.
 - f) **Assignment.** Customer may not assign this Agreement without the express written approval of NEOGOV. Any attempt at assignment in violation of this Section shall be null and void.
 - g) **Construction.** The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

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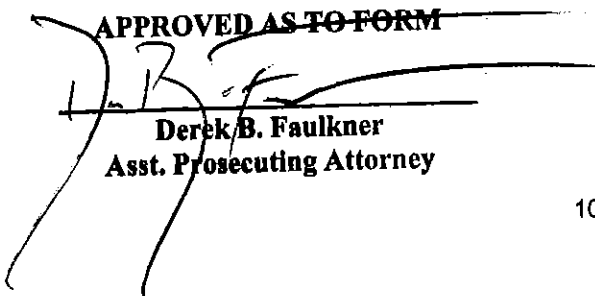
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- h) Subcontractors. For purposes of this Agreement, including any subsequent documentation requested by Customer pursuant to this Agreement, the term "subcontractors" shall exclude subcontractors (i) who perform routine software development and maintenance services which are not specific to the Customer, (ii) subcontractors who will not have any access to Customer Data, and (iii) subcontractors who have access to Customer Data solely within NEOGOV's or Customer's systems.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth below, and consent to the Agreement.

<p style="text-align: center;">Customer</p> 	<p>GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360)</p>
<p>Entity Name:</p> <p>Signature: </p> <p>Print Name: <u>Melissa Bour</u></p> <p>Date: <u>3/21/2025</u></p>	<p>DocuSigned by:</p> <p>Signature: </p> <p>Print Name: <u>Laura Rice</u></p> <p>Date: <u>3/14/2025 9:36:47 AM PDT</u></p>

APPROVED AS TO FORM



Derek B. Faulkner
Asst. Prosecuting Attorney



**Exhibit A
Government Customer Addendum**

If Customer is a Government Customer, the following Government Customer Addendum ("Government Addendum") forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a "Government Customer" means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability.** The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.
2. **Termination for Non-Appropriation of Funds on Multi-Year Deals.** Customer represents that it has received sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body) ("Governmental Appropriation") for the first year of the term of any Order Form executed by Customer (the "First Year" and all such years following the First Year which are included in the term of an Order Form, the "Future Years"). If Customer is subject to federal, state or local law which makes Customer's financial obligations under this Services Agreement contingent upon Governmental Appropriation, and if such funds are not forthcoming or are insufficient due to failure of such Governmental Appropriation, then Customer will have the right to terminate the then remaining portion of any Future Years under the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its fiscal operations. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.
3. **Indemnification.** If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) and the indemnification provision included in Section 18 of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.
4. **Open Records.** If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws ("Open Records Laws") the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.
5. **Cooperative Purchasing.** As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the "New Entity") may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity. Any New Entity who purchases Services under this Section hereby represents that it has the authority to use this Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations applicable to the New Entity.



Exhibit B
Integration Terms Addendum

NEOGOV offers integrations and platform APIs for integrations to third party systems ("Integration Services"). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the "Integration Terms Addendum") shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at <https://api.neogov.com/connect/marketplace.html> ("Affiliated API") or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service ("Customer Application") integrated using NEOGOV's open API ("Open API"). Integration Services are not available for HRIS Services and this Exhibit B shall not apply to HRIS Services.

1. **Provision of Integrations.** Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer's human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the "API" or "Integration"). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.
2. **Integration Intellectual Property.** All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, including all intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.
3. **Integration Terms of Use.** Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.
4. **Customer Integration Responsibilities.** Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the "Customer Applications"), shall comply with all terms and conditions of this Agreement and all applicable laws of the United States and State of Ohio. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email ("spam"), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.
5. **Cooperation.** If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.
6. **Provision of Open API.** In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set



forth herein. Notwithstanding the foregoing, NEOGOV reserves the right to charge for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. API Key. In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agrees to monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.
8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections, or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.
9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOV BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.
10. Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

Data Processing Addendum

V011025

This Data Processing Addendum ("DPA") supplements and forms part of the NEOGOV Services Agreement or other written or electronic agreement between NEOGOV and Customer for the purchase of online services from NEOGOV (hereinafter defined as "Services") (the "Services Agreement"). Any references to the Services Agreement will be construed as including this DPA. All capitalized terms not defined herein shall have the meaning given to them in the Services Agreement.

1. DEFINITIONS

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Controller" means the entity which determines the purposes and means of the Processing of Personal Data.

"Data Protection Laws and Regulations" means, to the extent applicable: (a) the UK Data Protection Act 2018 and UK General Data Protection Regulation 2021 ("UK GDPR"); (b) Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("General Data Protection Regulation" or "GDPR"); (c) the California Consumer Privacy Act of 2018, California Civil Code § 1798.100 et seq., including its effective amendments and regulations thereto ("California Consumer Privacy Act" or "CCPA"); (d) the Swiss Federal Act on the Protection of Data ("FAPD") and (e) any other legally-binding data protection laws, rules, regulations, or implementing legislation applicable to NEOGOV's processing of Customer Personal Data, in each case, to the extent applicable to NEOGOV's Processing of Personal Data under the Services Agreement.

"Data Subject" means, as applicable the identified or identifiable natural person to whom Personal Data relates as defined by Data Protection Laws and Regulations.

"NEOGOV Group" means NEOGOV and its Affiliates engaged in the Processing of Personal Data under the Services Agreement.

"Personal Data" means any information relating to an identified or identifiable Data Subject where such information is provided to Processor by or on behalf of Controller, and maintained on behalf of, Controller by Processor within its Services environment, and is the type of information protected as "personal data" under Data Protection Laws and Regulations.

"Processing" means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"Processor" means the entity which Processes Personal Data on behalf of the Controller.

"Standard Contractual Clauses" means the standard contractual clauses for Processors annexed to the European Commission's decision (EU) 2021/914 of June 4 2021, as may be amended, updated, superseded or replaced from time to time for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.

"Sub-processor" means any Processor directly contracted by NEOGOV or a member of the NEOGOV Group to help NEOGOV provide the Services under the Services Agreement.

"Supervisory Authority" means an independent public authority which is established by an EU Member State pursuant to the GDPR.

2. Processing of Personal Data. To the extent NEOGOV Processes Personal Data on behalf of Customer in connection with the Services Agreement, it shall do so in accordance with the requirements of the Data Protection Laws and Regulations directly applicable to NEOGOV in the provision of its Services under the Services Agreement. The parties agree that with regard to the Processing of Personal Data by NEOGOV on behalf of Customer, Customer is the Controller, NEOGOV is the Processor and that NEOGOV and/or members of the NEOGOV Group will engage Sub-processors.

3. **Customer Responsibilities.** When using the Services, Customer shall Process Personal Data in accordance with Data Protection Laws and Regulations, including maintaining lawful basis (e.g., consent) and rights to use and provide Personal Data, as part of Customer Data. Customer's Instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations and NEOGOV's Processing of Personal Data shall not cause NEOGOV to violate Data Protection Laws and Regulations. For avoidance of doubt, deidentified data is not considered Personal Data. Customer is solely responsible for the accuracy, quality, and legality of Personal Data. Customer will: (i) maintain a clear and conspicuous privacy policy that discloses the data collection and usage (including third party tracking technologies) resulting from the services and that complies with Data Protection Laws and Regulations, provided that the privacy policy will not need to expressly identify the services unless otherwise required by Data Protection Laws and Regulations; and (ii) honor all individual rights and opt-out requests as required by applicable Data Protection Laws and Regulations.
4. **NEOGOVS Responsibilities.** NEOGOV shall treat Customer's Personal Data in a confidential manner, and shall only Process Personal Data for the following purposes: (i) Processing in accordance with the Services Agreement and applicable Order Form(s); (ii) Processing Initiated by users in their use of the Services; and (iii) Processing to comply with other documented reasonable instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Services Agreement. NEOGOV shall not "Sell" Personal Data or "Share" Personal Data for purposes of "Cross-Context Behavioral Advertising" (as such terms are defined in the CCPA). NEOGOV shall not retain, use, or disclose Personal Data (i) for any purpose other than business purposes specified herein (including retaining, using or disclosing the Personal Data for a commercial purpose other than the business purpose specified herein) or as otherwise permitted by the CCPA or (ii) outside of the direct business relationship between Customer and NEOGOV. NEOGOV certifies that it understands the restrictions described in this Section 4 and will comply with them in accordance with the CCPA.
5. **Data Protection Impact Assessments.** If, pursuant to Data Protection Laws and Regulations, Customer is required to perform a data protection impact assessment (or prior consultation with a regulator having appropriate jurisdiction), upon Customer's request, NEOGOV shall provide such relevant written documentation as is made available by NEOGOV pursuant to this DPA and the Services Agreement. Any additional assistance, should the written documentation specified in this Section be deemed insufficient, shall be subject to written agreement between the parties.
6. **Data Subject Requests.** If NEOGOV receives a request from a Data Subject to exercise the Data Subject's right of access, right to rectification, restriction of Processing, erasure, data portability, object to the Processing, or its right not to be subject to an automated Individual decision making (a "Data Subject Request"), NEOGOV shall notify Customer or direct such Data Subject to Customer. NEOGOV shall assist Customer by appropriate technical and organizational measures, as is technically feasible and commercially reasonable, for the fulfillment of Customer's obligation to respond to a Data Subject Request under Data Protection Laws and Regulation.
7. **Security.** NEOGOV shall implement and maintain appropriate technical and organizational measures designed for protection of the security, confidentiality and integrity of Customer Data, taking into account the nature, scope, context, purpose of processing, and costs of implementation. NEOGOV regularly monitors compliance with these measures and will not materially decrease the overall security of the Services during a subscription term under the applicable Order Form and the Services Agreement.
8. **Sub-Processors; Objection.** Customer acknowledges that: (a) NEOGOV's Affiliates may be retained as Sub-processors; and (b) NEOGOV and its Affiliates may engage third-party Sub-processors in connection with the provision and operation of the Services under the Services Agreement. Sub-processors used as of the date of this DPA are specified in Annex III of Schedule 1 attached to this DPA. Prior to engaging any third-party Sub-processors, NEOGOV or a NEOGOV Affiliate shall carry out appropriate due diligence on each Sub-processor and enter into a written agreement with each Sub-processor containing data protection obligations substantially similar to those in this Services Agreement with respect to the protection of Customer Data to the extent applicable to the nature of the Services provided by such Sub-processor. NEOGOV shall provide notice of any new Sub-processor by posting an updated list of Sub-processors on its website. Such posting shall be deemed to constitute notice to Customer of the new Sub-processor. If Customer objects to a new Sub-processor, Customer may do so by notifying NEOGOV promptly in writing within ten (10) days after the posting of the updated list. Such notice shall explain the Customer's good faith, reasonable grounds for the objection. In the event Customer objects to a new Sub-processor, NEOGOV will use commercially reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer's configuration or use of the Services to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening the Customer. If the parties are unable to resolve such objection or NEOGOV is otherwise unwilling to resolve or make available such change within a reasonable period of time, Customer may terminate the applicable Order Form(s) with respect to those

Services which cannot be provided by NEOGOV without the use of the objected-to new Sub-processor by providing written notice to NEOGOV.

9. Data Transfers.

- a) EU Data Transfers. Customer acknowledges and agrees that Personal Data may be transferred outside European Union countries to countries recognized by the European Commission as countries where there is an adequate level of protection as updated from time to time ("Authorized Location"). During the term of the Services Agreement, the parties shall comply with the terms and conditions of the Standard Contractual Clauses (Controller to Processor, a current copy is attached hereto as Schedule 1, and the Standard Contractual Clauses are fully incorporated into this DPA. In the event Customer agrees to a transfer of Personal Data outside an Authorized Location, such transfer shall be subject to the execution between the Parties of the EU Standard Contractual Clauses or any other alternative mean validated by GDPR.
 - b) UK Data Transfers. In the event of a transfer of Personal Data outside of the UK that is not to an Authorized Location, the parties agree that the EU Standard Contractual Clauses shall be read in accordance with, and deemed amended by, the provisions of Part 2 (Mandatory Clauses) of the UK International Data Transfer Agreement ("IDTA"), and the Parties confirm that the information required for the purposes of Part 1 (Tables) of the UK IDTA is set out in this DPA.
 - c) Swiss Data Transfers. In the event of a transfer of Personal Data outside of Switzerland that is not to an Authorized Location, the parties agree the EU Standard Contractual Clauses are to be understood as references to the Swiss FDAP insofar as the data transfers are subject exclusively to the Swiss FADP and not to the GDPR. The term "member state" in the EU Standard Contractual Clauses shall not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18(c) of the EU Standard Contractual Clauses. Under Annex I(C) of the EU Standard Contractual Clauses (Competent supervisory authority): Where the transfer is subject exclusively to the Swiss FADP and not the GDPR, the supervisory authority is the Swiss Federal Data Protection and Information Commissioner; and Where the transfer is subject to both the Swiss FADP and the GDPR, the supervisory authority is the Swiss Federal Data Protection and Information Commissioner insofar as the transfer is governed by the Swiss FADP, and the supervisory authority is as set forth in the EU Standard Contractual Clauses insofar as the transfer is governed by the GDPR.
 - d) Other Data Transfer Mechanism. For the avoidance of doubt, should the transfer mechanism specified in this Section 9 be deemed invalid by a regulator or court with applicable authority, the parties shall endeavor in good faith to negotiate an alternative mechanism (if available) to permit the continued transfer of Personal Data.
10. Data Export; Deletion. Upon written request, NEOGOV shall return Customer Data or direct Customer to self-service export, if available and subject to technical feasibility, and/or, to the extent allowed by Data Protection Laws and Regulations or legal obligation, to protect its rights, or copies held in its back up systems solely for disaster recovery systems, delete and make irretrievable Customer Data.
11. Incident Notice. NEOGOV maintains incident management policies and procedures, and shall notify Customer, without undue delay, of any breach of its security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data in connection with NEOGOV's provision of Services under the Services Agreement and of which NEOGOV becomes aware and which requires notification to be made to Customer, a Supervisory Authority and/or Data Subject under Data Protection Laws and Regulations (a "Breach Incident"). "Breach Incident(s)" will not include unsuccessful attempts or activities that do not compromise the security of Personal Data, including unsuccessful log-in attempts, and other network attacks on firewalls or networked systems. NEOGOV shall make reasonable efforts to identify the cause of such Breach Incident and take those steps as NEOGOV deems necessary and reasonable in order to remediate the cause of such a Breach Incident to the extent the remediation is within NEOGOV's reasonable control. Additionally, upon request, NEOGOV shall provide Customer with relevant information about the Breach Incident, as reasonably required to assist the Customer in ensuring Customer's compliance with its own obligations under Data Protection Laws and Regulations to notify any Supervisory Authority or Data Subject in the event of a Breach Incident. The obligations herein shall not apply to incidents that are caused by Customer or Customer's users or any non-NEOGOVS products or services.
12. Liability Limits. Each party's and all of its Affiliates' liability, in the aggregate, arising out of or related to this DPA and NEOGOV, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation of Liability' section of the Services Agreement, and any reference to the liability of a party means the total liability of that party and all of its Affiliates under the Services Agreement and all DPAs together.

13. **Legal Effect and Conflict.** This DPA shall become legally binding between Customer and NEOGOV upon execution of the Services Agreement. Once effective, this DPA shall be incorporated into and form part of the Services Agreement or applicable Order Form. For matters not addressed under this DPA, the terms of the Services Agreement apply. In the event of a conflict between the terms of the Services Agreement and this DPA, the terms of this DPA will control. In the event of a conflict between the terms of the DPA and the Standard Contractual Clauses, the Standard Contractual Clauses will control.

14. **List of Schedules:**

Schedule 1: Standard Contractual Clauses

Schedule 1 - Standard Contractual Clauses

EUROPEAN COMMISSION

Brussels, 4.6.2021

C(2021) 3972 final ANNEX

ANNEX

STANDARD CONTRACTUAL CLAUSES

SECTION I

Clause 1

Purpose and scope

- a. The purpose of these standard contractual clauses is to ensure compliance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation)¹ for the transfer of personal data to a third country.
- b. The Parties:
 - i. the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter "entity/ies") transferring the personal data, as listed in Annex I.A. (hereinafter each "data exporter"), and
 - ii. the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A. (hereinafter each "data importer")

have agreed to these standard contractual clauses (hereinafter: "Clauses").

- c. These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.
- d. The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

Clause 2

Effect and invariability of the Clauses

- a. These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46 (2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.
- b. These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

Clause 3

Third-party beneficiaries

- a. Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:
 - i. Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;
 - ii. Clause 8 - Module Two: Clause 8.1(b), 8.9(a), (c), (d) and (e);
 - iii. Clause 9 - Module Two: Clause 9(a), (c), (d) and (e);
 - iv. Clause 12 - Module Two: Clause 12(a), (d) and (f);

- v. Clause 13;
 - vi. Clause 15.1(c), (d) and (e);
 - vii. Clause 16(e);
 - viii. Clause 18 - Module Two: Clause 18(a) and (b);
- b. Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

Clause 4
Interpretation

- a. Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.
- b. These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.
- c. These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

Clause 5
Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

Clause 6
Description of the transfer(s)

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

Clause 7 - Optional
Docking clause

- a. An entity that is not a Party to these Clauses may, with the agreement of the Parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing Annex I.A.
- b. Once it has completed the Appendix and signed Annex I.A, the acceding entity shall become a Party to these Clauses and have the rights and obligations of a data exporter or data importer in accordance with its designation in Annex I.A.
- c. The acceding entity shall have no rights or obligations arising under these Clauses from the period prior to becoming a Party.

SECTION II – OBLIGATIONS OF THE PARTIES

Clause 8
Data protection safeguards

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

MODULE TWO: Transfer controller to processor

8.1 Instructions

- a. The data importer shall process the personal data only on documented instructions from the data exporter. The data exporter may give such instructions throughout the duration of the contract.
- b. The data importer shall immediately inform the data exporter if it is unable to follow those instructions.

8.2 Purpose Limitation

The data Importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I.B, unless on further instructions from the data exporter.

8.3 Transparency

On request, the data exporter shall make a copy of these Clauses, including the Appendix as completed by the Parties, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including the measures described in Annex II and personal data, the data exporter may redact part of the text of the Appendix to these Clauses prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand the content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information. This Clause is without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

8.4 Accuracy

If the data importer becomes aware that the personal data it has received is inaccurate, or has become outdated, it shall inform the data exporter without undue delay. In this case, the data importer shall cooperate with the data exporter to erase or rectify the data.

8.5 Duration of processing and erasure or return of data

Processing by the data Importer shall only take place for the duration specified in Annex I.B. After the end of the provision of the processing services, the data importer shall, at the choice of the data exporter, delete all personal data processed on behalf of the data exporter and certify to the data exporter that it has done so, or return to the data exporter all personal data processed on its behalf and delete existing copies. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data Importer that prohibit return or deletion of the personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process it to the extent and for as long as required under that local law. This is without prejudice to Clause 14, in particular the requirement for the data importer under Clause 14(e) to notify the data exporter throughout the duration of the contract if it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under Clause 14(a).

8.6 Security of processing

- a. The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to that data (hereinafter "personal data breach"). In assessing the appropriate level of security, the Parties

shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subjects. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner. In case of pseudonymisation, the additional information for attributing the personal data to a specific data subject shall, where possible, remain under the exclusive control of the data exporter. In complying with its obligations under this paragraph, the data importer shall at least implement the technical and organisational measures specified in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.

- b. The data importer shall grant access to the personal data to members of its personnel only to the extent strictly necessary for the implementation, management and monitoring of the contract. It shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- c. In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the breach, including measures to mitigate its adverse effects. The data importer shall also notify the data exporter without undue delay after having become aware of the breach. Such notification shall contain the details of a contact point where more information can be obtained, a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), its likely consequences and the measures taken or proposed to address the breach including, where appropriate, measures to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide all information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.
- d. The data importer shall cooperate with and assist the data exporter to enable the data exporter to comply with its obligations under Regulation (EU) 2016/679, in particular to notify the competent supervisory authority and the affected data subjects, taking into account the nature of processing and the information available to the data importer.

8.7 Sensitive data

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences (hereinafter "sensitive data"), the data importer shall apply the specific restrictions and/or additional safeguards described in Annex I.B.

8.8 Onward transfers

The data importer shall only disclose the personal data to a third party on documented instructions from the data exporter. In addition, the data may only be disclosed to a third party located outside the European Union⁴ (in the same country as the data importer or in another third country, hereinafter "onward transfer") if the third party is or agrees to be bound by these Clauses, under the appropriate Module, or if:

- i. the onward transfer is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;
- ii. the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 Regulation of (EU) 2016/679 with respect to the processing in question;
- iii. the onward transfer is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or
- iv. the onward transfer is necessary in order to protect the vital interests of the data subject or of another natural person.

Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, in particular purpose limitation.

8.9 Documentation and compliance

- a. The data importer shall promptly and adequately deal with enquiries from the data exporter that relate to the processing under these Clauses.
- b. The Parties shall be able to demonstrate compliance with these Clauses. In particular, the data importer shall keep appropriate documentation on the processing activities carried out on behalf of the data exporter.
- c. The data importer shall make available to the data exporter all information necessary to demonstrate compliance with the obligations set out in these Clauses and at the data exporter's request, allow for and contribute to audits of the processing activities covered by these Clauses, at reasonable intervals or if there are indications of non-compliance. In deciding on a review or audit, the data exporter may take into account relevant certifications held by the data importer.
- d. The data exporter may choose to conduct the audit by itself or mandate an independent auditor. Audits may include inspections at the premises or physical facilities of the data importer and shall, where appropriate, be carried out with reasonable notice.
- e. The Parties shall make the information referred to in paragraphs (b) and (c), including the results of any audits, available to the competent supervisory authority on request.

Clause 9
Use of sub-processors

MODULE TWO: Transfer controller to processor

- a. **OPTION 2: GENERAL WRITTEN AUTHORISATION** The data importer has the data exporter's general authorisation for the engagement of sub-processor(s) from an agreed list. The data importer shall specifically inform the data exporter in writing of any intended changes to that list through the addition or replacement of sub-processors at least 10 days in advance, thereby giving the data exporter sufficient time to be able to object to such changes prior to the engagement of the sub-processor(s). The data importer shall provide the data exporter with the information necessary to enable the data exporter to exercise its right to object.
- b. Where the data importer engages a sub-processor to carry out specific processing activities (on behalf of the data exporter), it shall do so by way of a written contract that provides for, in substance, the same data protection obligations as those binding the data importer under these Clauses, including in terms of third-party beneficiary rights for data subjects.⁸ The Parties agree that, by complying with this Clause, the data importer fulfils its obligations under Clause 8.8. The data importer shall ensure that the sub-processor complies with the obligations to which the data importer is subject pursuant to these Clauses.
- c. The data importer shall provide, at the data exporter's request, a copy of such a sub-processor agreement and any subsequent amendments to the data exporter. To the extent necessary to protect business secrets or other confidential information, including personal data, the data importer may redact the text of the agreement prior to sharing a copy.
- d. The data importer shall remain fully responsible to the data exporter for the performance of the sub-processor's obligations under its contract with the data importer. The data importer shall notify the data exporter of any failure by the sub-processor to fulfil its obligations under that contract.
- e. The data importer shall agree a third-party beneficiary clause with the sub-processor whereby - in the event the data importer has factually disappeared, ceased to exist in law or has become insolvent - the data exporter shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the personal data.

Clause 10
Data subject rights

MODULE TWO: Transfer controller to processor

- a. The data importer shall promptly notify the data exporter of any request it has received from a data subject. It shall not respond to that request itself unless it has been authorised to do so by the data exporter.
- b. The data importer shall assist the data exporter in fulfilling its obligations to respond to data subjects' requests for the exercise of their rights under Regulation (EU) 2016/679. In this regard, the Parties shall set out in Annex II the appropriate technical and organisational measures, taking into account the nature of the processing, by which the assistance shall be provided, as well as the scope and the extent of the assistance required.
- c. In fulfilling its obligations under paragraphs (a) and (b), the data importer shall comply with the instructions from the data exporter.

Clause 11
Redress

- a. The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.

MODULE TWO: Transfer controller to processor

- b. In case of a dispute between a data subject and one of the Parties as regards compliance with these Clauses, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them.
- c. Where the data subject invokes a third-party beneficiary right pursuant to Clause 3, the data importer shall accept the decision of the data subject to:
 - i. lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work, or the competent supervisory authority pursuant to Clause 13;
 - ii. refer the dispute to the competent courts within the meaning of Clause 18.
- d. The Parties accept that the data subject may be represented by a not-for-profit body, organisation or association under the conditions set out in Article 80(1) of Regulation (EU) 2016/679.
- e. The data importer shall abide by a decision that is binding under the applicable EU or Member State law.
- f. The data importer agrees that the choice made by the data subject will not prejudice his/her substantive and procedural rights to seek remedies in accordance with applicable laws.

Clause 12
Liability

MODULE TWO: Transfer controller to processor

- a. Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.
- b. The data importer shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data importer or its sub-processor causes the data subject by breaching the third-party beneficiary rights under these Clauses.
- c. Notwithstanding paragraph (b), the data exporter shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data exporter or the data importer (or its sub-processor) causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter and, where the data exporter is a processor acting on behalf of a controller, to the liability of the controller under Regulation (EU) 2016/679 or Regulation (EU) 2018/1725, as applicable.
- d. The Parties agree that if the data exporter is held liable under paragraph (c) for damages caused by the data importer (or its sub-processor), it shall be entitled to claim back from the data importer that part of the compensation corresponding to the data importer's responsibility for the damage.
- e. Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.
- f. The Parties agree that if one Party is held liable under paragraph (e), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its / their responsibility for the damage.
- g. The data importer may not invoke the conduct of a sub-processor to avoid its own liability.

Clause 13
Supervision

MODULE TWO: Transfer controller to processor

- a. Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of Regulation (EU) 2016/679: The supervisory authority of one of the Member States in which the data subjects whose personal data is transferred under these Clauses in relation to the offering of goods or services to them, or whose behaviour is monitored, are located, as indicated in Annex I.C, shall act as competent supervisory authority.
- b. The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

SECTION III – LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES

Clause 14

Local laws and practices affecting compliance with the Clauses

MODULE TWO: Transfer controller to processor

- a. The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.
- b. The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:
 - i. the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;
 - ii. the laws and practices of the third country of destination— including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards¹²;
 - iii. any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.
- c. The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.
- d. The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.
- e. The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a). The data exporter shall forward the notification to the controller.
- f. Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation, if appropriate in consultation with the controller.

- g. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the controller or the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

Clause 15

Obligations of the data importer in case of access by public authorities

MODULE TWO: Transfer controller to processor

15.1 Notification

- a. The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:
 - i. receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or
 - ii. becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer. The data exporter shall forward the notification to the controller.
- b. If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.
- c. Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.). The data exporter shall forward the information to the controller.
- d. The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.
- e. Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

15.2 Review of legality and data minimisation

- a. The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).
- b. The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request. The data exporter shall make the assessment available to the controller.

- c. The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

SECTION IV – FINAL PROVISIONS

Clause 16

Non-compliance with the Clauses and termination

- a. The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.
- b. In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).
- c. The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:
 - i. the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;
 - ii. the data importer is in substantial or persistent breach of these Clauses; or
 - iii. the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.
- In these cases, it shall inform the competent supervisory authority and the controller of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.
- d. Personal data that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall at the choice of the data exporter immediately be returned to the data exporter or deleted in its entirety. The same shall apply to any copies of the data. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.
- e. Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

Clause 17

Governing law

MODULE TWO: Transfer controller to processor

OPTION 1: These Clauses shall be governed by the law of one of the EU Member States, provided such law allows for third-party beneficiary rights. The Parties agree that this shall be the law of Ireland (*specify Member State*).

Clause 18

Choice of forum and jurisdiction

MODULE TWO: Transfer controller to processor

- a. Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.
- b. The Parties agree that those shall be the courts of Ireland (*specify Member State*).
- c. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.
- d. The Parties agree to submit themselves to the jurisdiction of such courts.

¹ Where the data exporter is a processor subject to Regulation (EU) 2016/679 acting on behalf of a Union institution or body as controller, reliance on these Clauses when engaging another processor (sub-processing) not subject to Regulation (EU) 2016/679 also ensures compliance with Article 29(4) of Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union Institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (OJ L 295 of 21.11.2018, p. 39), to the extent these Clauses and the data protection obligations as set out in the contract or other legal act between the controller and the processor pursuant to Article 29(3) of Regulation (EU) 2018/1725 are aligned. This will in particular be the case where the controller and processor rely on the standard contractual clauses included in Decision [...].

² This requires rendering the data anonymous in such a way that the individual is no longer identifiable by anyone, in line with recital 26 of Regulation (EU) 2016/679, and that this process is irreversible.

³ The Agreement on the European Economic Area (EEA Agreement) provides for the extension of the European Union's internal market to the three EEA States Iceland, Liechtenstein and Norway. The Union data protection legislation, including Regulation (EU) 2016/679, is covered by the EEA Agreement and has been incorporated into Annex XI thereto. Therefore, any disclosure by the data importer to a third party located in the EEA does not qualify as an onward transfer for the purpose of these Clauses.

⁴ The Agreement on the European Economic Area (EEA Agreement) provides for the extension of the European Union's internal market to the three EEA States Iceland, Liechtenstein and Norway. The Union data protection legislation, including Regulation (EU) 2016/679, is covered by the EEA Agreement and has been incorporated into Annex XI thereto. Therefore, any disclosure by the data importer to a third party located in the EEA does not qualify as an onward transfer for the purpose of these Clauses.

⁵ See Article 28(4) of Regulation (EU) 2016/679 and, where the controller is an EU institution or body, Article 29(4) of Regulation (EU) 2018/1725.

⁶ The Agreement on the European Economic Area (EEA Agreement) provides for the extension of the European Union's internal market to the three EEA States Iceland, Liechtenstein and Norway. The Union data protection legislation, including Regulation (EU) 2016/679, is covered by the EEA Agreement and has been incorporated into Annex XI thereto. Therefore, any disclosure by the data importer to a third party located in the EEA does not qualify as an onward transfer for the purposes of these Clauses.

⁷ This includes whether the transfer and further processing involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data or biometric data for the

purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions or offences.

⁸ This requirement may be satisfied by the sub-processor acceding to these Clauses under the appropriate Module, in accordance with Clause 7.

⁹ This requirement may be satisfied by the sub-processor acceding to these Clauses under the appropriate Module, in accordance with Clause 7.

¹⁰ That period may be extended by a maximum of two more months, to the extent necessary taking into account the complexity and number of requests. The data importer shall duly and promptly inform the data subject of any such extension.

¹¹ The data importer may offer independent dispute resolution through an arbitration body only if it is established in a country that has ratified the New York Convention on Enforcement of Arbitration Awards.

¹² As regards the impact of such laws and practices on compliance with these Clauses, different elements may be considered as part of an overall assessment. Such elements may include relevant and documented practical experience with prior instances of requests for disclosure from public authorities, or the absence of such requests, covering a sufficiently representative time-frame. This refers in particular to internal records or other documentation, drawn up on a continuous basis in accordance with due diligence and certified at senior management level, provided that this information can be lawfully shared with third parties. Where this practical experience is relied upon to conclude that the data importer will not be prevented from complying with these Clauses, it needs to be supported by other relevant, objective elements, and it is for the Parties to consider carefully whether these elements together carry sufficient weight, in terms of their reliability and representativeness, to support this conclusion. In particular, the Parties have to take into account whether their practical experience is corroborated and not contradicted by publicly available or otherwise accessible, reliable information on the existence or absence of requests within the same sector and/or the application of the law in practice, such as case law and reports by independent oversight bodies.

APPENDIX

EXPLANATORY NOTE:

It must be possible to clearly distinguish the information applicable to each transfer or category of transfers and, in this regard, to determine the respective role(s) of the Parties as data exporter(s) and/or data importer(s). This does not necessarily require completing and signing separate appendices for each transfer/category of transfers and/or contractual relationship, where this transparency can [be] achieved through one appendix. However, where necessary to ensure sufficient clarity, separate appendices should be used.

ANNEX I

A. LIST OF PARTIES

Data exporter(s): The entity identified as "Customer" in the DPA or Services Agreement

Data importer(s): Governmentjobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEGOV")

1. Name: NEOGOV
2120 Park Place, Suite 100, El Segundo, CA 90245

Contact Anurag Ojha, CISO and contact details: Tel.: 310-426-6304 Fax: 310-426-6305
privacy@governmentjobs.com

Activities relevant to the data transferred under these Clauses: NEOGOV provides cloud-based human resource and public safety software services and support solutions which process Personal Data upon the written instruction of the data exporter in accordance with the terms of the Services Agreement and this DPA.

Role (controller/processor): processor

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

Data exporter may submit Personal Data to the Services, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Customers, business partners, prospects, vendors, job applicants, employees, agents, advisors, freelancers, or contact persons of data exporter (who are natural persons), as well as employees or contact persons of all of the foregoing
- Any other users (who are natural persons) authorized by data exporter to use the Services

Categories of personal data transferred

Data exporter may submit Personal Data to the Services, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- First and last name
- Title
- Position
- Employer
- Contact information (company, email, phone, physical business address)
- ID data
- Professional life data
- Personal life data
- Connection data
- Localisation data
- Driver's license, social security number, other government identifiers
- Address
- Work and education history
- Age
- Signature

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

- Data exporter may submit special categories of data to the Services, the extent of which is determined and controlled by the data exporter in its sole discretion, and which is for the sake of clarity Personal Data with information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, and the processing of data concerning health or sex life

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

Transfer is continuous

Nature of the processing

Collecting, storing, deleting, altering, transferring and other processing as set forth in the agreement between the data exporter and data importer or data importer's affiliate for the provision of data importer's cloud-based human resource and public safety software services and support solutions, and related support, maintenance, implementation and training services

Purpose(s) of the data transfer and further processing

The objective of Processing of Personal Data by data importer is in furtherance of servicing the Customer, as well as the performance and operation of the Services pursuant to the Services Agreement.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

Duration of the processing shall correspond to the duration of the Services Agreement except where otherwise required by applicable law or legal obligation, or for NEOGOV to protect its rights or those of a third party.

For transfers to (sub-)processors, also specify subject matter, nature and duration of the processing

When sub-processors are involved (see list provided), transfer is limited to transfer necessary for the performance of the agreement, and for its duration.

C. COMPETENT SUPERVISORY AUTHORITY

MODULE TWO: Transfer controller to processor

Identify the competent supervisory authority/ies in accordance with Clause 13, and where possible, select the Irish Data Protection Commission.

...

ANNEX II - TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

MODULE TWO: Transfer controller to processor

EXPLANATORY NOTE:

The technical and organisational measures must be described in specific (and not generic) terms. See also the general comment on the first page of the Appendix, in particular on the need to clearly indicate which measures apply to each transfer/set of transfers.

Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

Data importer will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of any Personal Data uploaded to the Services or otherwise maintained on behalf of data exporter (as Data Controller). Data importer reserves the right to update the security controls from time-to-time, provided that at no time shall data importer materially and to the adverse impact of data exporter, decrease the overall security of the Services during a subscription term.

Measures in place:

- Measures of pseudonymisation and encryption of personal data
- Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services
- Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident
- Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing
- Measures for user identification and authorisation
- Measures for the protection of data during transmission
- Measures for the protection of data during storage
- Measures for ensuring system configuration, including default configuration
- Measures for internal IT and IT security governance and management
- Measures for certification/assurance of processes and products

For transfers to (sub-) processors, also describe the specific technical and organisational measures to be taken by the (sub-) processor to be able to provide assistance to the controller and, for transfers from a processor to a sub-processor, to the data exporter

ANNEX III – LIST OF SUB-PROCESSORS

MODULE TWO: Transfer controller to processor

MODULE THREE: Transfer processor to processor

The controller has authorized the use of the following sub-processors:

<u>Sub-Processor</u>	<u>Use</u>	<u>NEOGOV or PowerDMS Products</u>
Amazon Web Services	Compute, storage, email sending from in app	PowerDMS
Google	Customer communications, analytics	All
Salesforce	Sales process and customer service	All

GuideCS	Implementation	All
Docebo	Implementation, training	PowerDMS
Gainsight	Analytics	All
DataDog	Application health monitoring	PowerDMS
AppDynamics	Application health monitoring	NEOGOV
MailGun	Outbound email service	NEOGOV
Twilio	Outbound email and text messaging	PowerDMS
Azure Commercial Cloud	Computer and storage	NEOGOV
Blue Jacket Technology, Inc.	Outsourced customer service and contracting support	All
LingaTech, Inc.	Outsourced customer service and contracting support	All
One360	Outsourced customer support	PowerDMS



PROFESSIONAL SERVICES ADDENDUM

1. DEFINITIONS.

"*NEOGOV Intellectual Property*" shall have the meaning set forth in the Agreement.

2. PROFESSIONAL SERVICES PROVISIONS.

2.1 Description of Professional Services. NEOGOV will provide the professional services to Customer as described in the applicable Order Form and/or Statement of Work which may include the following: training, set-up, implementation, Insight consultation, and/or assessment of and best practices concerning the SaaS Applications ("Professional Services"). Professional Services for initial product implementation or new user training purchased by a new Customer must be utilized within ninety (90) days of the Go-Live date for such products. Training and assessment services purchased by Customers after the Go-Live date must be used within ninety (90) days of the applicable Order Form or SOW, provided that for training related to Insight assessment the training hours must be used within ninety (90) days of the assessment completion date.

2.2 Customer's Obligations. Customer agrees to provide assistance, cooperation, information, equipment, and data reasonably necessary to enable NEOGOV to perform the Professional Services (collectively, "*Customer Cooperation*"). Customer acknowledges that NEOGOV's ability to provide Professional Services as set forth herein may be affected if Customer does not provide Customer Cooperation.

2.3 Project Management. Each party shall designate a project manager who shall work together with the other party's project manager to facilitate the efficient delivery of the Professional Services.

2.4 Change Order. In order to change the description of Professional Services under a Statement of Work, Customer will submit a written request to NEOGOV specifying the proposed changes in detail and NEOGOV will provide an estimate of the charges and anticipated changes in the delivery schedule that will result from the proposed change. NEOGOV will continue performing the Professional Services in accordance with this *Addendum* and the applicable Statement of Work until the parties agree in writing on the change in scope of work, scheduling, and fees. NEOGOV shall not be responsible for a delay in the performance of the Services resulting from such change order.

2.5 Proprietary Rights. NEOGOV shall own and retain all right, title and interest in and to the NEOGOV Intellectual Property and/or any and all derivatives, enhancements or modifications to the NEOGOV Intellectual Property, and all intellectual property and proprietary rights worldwide relating thereto. NEOGOV grants to Customer, for Customer's internal business purpose only, a non-exclusive, non-transferable, royalty-free license to use such NEOGOV Intellectual Property solely in connection with Customer's use of the services; provided, however, that the forgoing license does not include the right to modify, reverse engineer or otherwise alter the NEOGOV Intellectual Property or develop, offer or otherwise provide any product or service intended to replace or otherwise compete with the Services provided by NEOGOV in the Statement of Work.

2.6 Warranty. NEOGOV warrants for 90 days from the performance of any Professional Services by NEOGOV that such Professional Services shall be performed in a professional and workmanlike manner consistent with generally accepted industry standards. Customer must report in writing any breach of this warranty to NEOGOV during the relevant warranty period, and Customer's exclusive remedy and NEOGOV's entire liability for any breach of such warranty shall be the reperformance of the nonconforming Professional Services, or if NEOGOV is unable to perform the Professional Services as warranted, Customer shall be entitled to a refund of the fees paid to NEOGOV for the nonconforming Professional Services.

2.7 Acceptance. Customer must notify NEOGOV in writing within ten days of the delivery of the Professional Services that Customer believes such Professional Services are nonconforming, otherwise such Professional Services will be deemed to have been accepted by Customer. Customer's exclusive remedy and NEOGOV's entire liability for any nonconformance of the Professional Services shall be the reperformance of the nonconforming Professional Services, or if NEOGOV is unable to perform the Professional Services to be conforming, Customer shall be entitled to a refund of the fees paid to NEOGOV for the nonconforming Professional Services.

3. PAYMENT PROVISIONS.

3.1 Fees. Professional Services shall be provided under this *Addendum* at the rates set forth in the applicable Statement of Work or Order Form.

3.2 Payment Type. Unless otherwise stated in an applicable Order Form or Statement of Work, the Professional Services are provided on a fixed fee basis. Customer shall pay NEOGOV the fees stated in the applicable Statement of Work or Order Form plus all pre-approved travel and living expenses ("*Expenses*").

Resolution

Number 25-0395

Adopted Date March 25, 2025

APPROVING AMENDMENT NO. 9 TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THIS BOARD AND THE WARREN COUNTY TRANSPORTATION IMPROVEMENT DISTRICT, DESIGNATING ADDITIONAL PROJECTS AND A CHANGE IN FUNDING AMOUNTS FOR PROJECTS

WHEREAS, the Warren County Board of Commissioners has created the Warren County Transportation Improvement District (the "WCTID") in an effort to further enhance and promote transportation improvements and capital improvements within Warren County (the "County") and the region, and to participate in a cooperative county-wide coalition to take advantage of the opportunities and benefits made available only through a TID to plan, construct and improve highways, roads, bridges, interchanges and accompanying capital improvements and development throughout the County and its surrounding counties, such as Hamilton County specifically regarding the I-71/Fields Ertel area improvements;

WHEREAS, the WCTID is authorized by ORC Chapter 5540 (1) to finance, construct, maintain, repair and operate street, highway, and other transportation projects; and (2) to construct, reconstruct, improve, alter, and repair roads, highways, public places, buildings, and other infrastructure, and to implement and effect a regional approach to transportation improvements;

WHEREAS, the transportation projects undertaken by the WCTID pursuant to ORC Chapter 5540 are essential and will contribute to the improvement of the prosperity, health, safety, and welfare of the people of the County, and local political subdivisions within the County, including, but not limited to, the Cities of Mason and Springboro (the "Cities") and Deerfield Township (the "Township"), and of the State and are essential governmental functions; and the exercise by the WCTID of the authority granted by ORC Chapter 5540 is necessary for the prosperity, health, safety, and welfare of the County and the State and their people and is consistent with and will promote industry, commerce, distribution, and research activity in the County and the State;

WHEREAS, the County and the WCTID, to further develop, facilitate, enhance, fund and promote transportation improvements within the County, the Cities and the Township and the region, through intergovernmental cooperation and coordination by the WCTID and to advance the WCTID Program of Projects, entered into an intergovernmental agreement, referred to as "Intergovernmental Agreement 2011-01", per Resolution No. 11-1228, and as further amended February 2, 2016, per the COUNTY's Resolution No. 16-0138 (hereinafter referred to as "Amendment No. 1"), and further amended per COUNTY'S Resolution No. 16-1689 (hereinafter referred to as "Amendment No. 2"), and further amended per COUNTY'S Resolution No. 17-1176 (hereinafter referred to as "Amendment No. 3"), and as further amended per COUNTY's Resolution 17-1499 (hereinafter referred to as "Amendment No. 4), and further amended per COUNTY's Resolution 19-1682 (hereinafter referred to as "Amendment No. 5), and further amended per COUNTY's Resolution No. 21-0227 (hereinafter referred to as Amendment No.6), and further amended per COUNTY's Resolution No. 22-1825 (hereinafter

RESOLUTION #25-0395

MARCH 25, 2025

PAGE 2

referred to as Amendment No. 7); and further amended per COUNTY'S Resolution No. 24-0025 (hereinafter referred to as Amendment No. 8);

WHEREAS, the County and the WCTID, in furtherance of these goals, intend, pursuant to Section 1.02 (a) of the Agreement, to confirm, approve and ratify the updated and amended Exhibit A *Warren County TID Program List – March 2025* showing new projects named Franklin-Trenton Road Bridge #270-1.85 Replacement Project and Exhibit B "*Warren County TID Pledged Revenue Summary – March 2025*", attached hereto and referred to as "Exhibit A" and "Exhibit B" to the Agreement.

NOW THEREFORE BE IT RESOLVED, that the Board of County Commissioners does hereby agree, approve, ratify and further authorize the President or Vice-President of the Board to execute Amendment No. 9 to the Intergovernmental Agreement between this Board and the Warren County TID, a copy of which is attached hereto and made part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

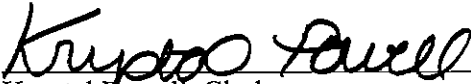
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 25th day of March 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Warren County Transportation Improvement District
Warren County TID (file)
Engineer (file)
Matt Nolan, Auditor

AMENDMENT NO. 9

**TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN WARREN COUNTY,
OHIO AND THE WARREN COUNTY TID RELATING TO UPDATING THE TID
PROGRAM LIST AND PLEDGED REVENUE SUMMARY AS OF MARCH, 2025**

THIS AMENDMENT No. 9 (hereinafter "Amendment No. 9") to the Intergovernmental Agreement (hereinafter the "initial IGA") is entered by and between the BOARD OF COMMISSIONERS OF WARREN COUNTY, OHIO, a county organized and acting under the laws of the State of Ohio (hereinafter the "COUNTY"), acting on behalf of WARREN COUNTY, OHIO, and the BOARD OF TRUSTEES OF THE WARREN COUNTY TRANSPORTATION IMPROVEMENT DISTRICT (hereinafter the "WCTID") organized and operating under Chapter 5540 of the Ohio Rev. Code, acting on behalf of the WARREN COUNTY TRANSPORTATION IMPROVEMENT DISTRICT, and shall be effective immediately upon execution by all the Parties.

WITNESSETH:

WHEREAS, the COUNTY created the WCTID in an effort to further enhance and promote transportation improvements and capital improvements within Warren County, Ohio and the region, and to participate in a cooperative county-wide coalition to take advantage of the opportunities and benefits made available only through a TID to plan, construct and improve highways, roads, bridges, interchanges and accompanying capital improvements and development throughout Warren County and its surrounding counties, such as Hamilton County specifically regarding the I-71/Fields-Ertel area improvements; and,

WHEREAS, the WCTID is authorized by ORC Chapter 5540 (1) to finance, construct, maintain, repair and operate street, highway, and other transportation projects; and (2) to construct, reconstruct, improve, alter, and repair roads, highways, public places, buildings, and other infrastructure, and to implement and effect a regional approach to transportation improvements; and,

WHEREAS, the transportation projects undertaken by the WCTID pursuant to ORC Chapter 5540 are essential and will contribute to the improvement of the prosperity, health, safety, and welfare of the people of Warren County, and local political subdivisions within Warren County, including, but not limited to, the Cities of Mason and Springboro (the "Cities") and Deerfield Township (the "Township"), and of the State and are essential governmental functions; and the exercise by the WCTID of the authority granted by ORC Chapter 5540 is necessary for the prosperity, health, safety, and welfare of Warren County and the State and their people and is consistent with and will promote industry, commerce, distribution, and research activity within Warren County and the State; and,

WHEREAS, the COUNTY and the WCTID, to further develop, facilitate, enhance, fund and promote transportation improvements within Warren County, the Cities and the Township, and the region, through intergovernmental cooperation and coordination by the WCTID, and to advance the WCTID Program of Projects, entered into the initial IGA referred to as

“Intergovernmental Agreement 2011-01,” per the COUNTY’s Resolution No. 11-1228 dated August 30, 2011, and as further amended:

June 25, 2013, per the COUNTY’s Resolution No. 13-0950 (“Amendment”);
December 9, 2014, per the COUNTY’s Resolution No. 14-1938 (“Amendment”);
May 5, 2015, per the COUNTY’s Resolution No. 15-0638 (“Amendment”);
September 8, 2015, per the COUNTY’s Resolution No. 15-1399 (“Amendment”);
February 2, 2016, per the COUNTY’s Resolution No. 16-0138 (“Amendment”);
November 22, 2016, per the COUNTY’s Resolution No. 16-1819 (“Amendment No. 2”);
August 1, 2017, per the COUNTY’s Resolution No. 17-1176 (“Amendment No. 3”);
September 26, 2017, per the COUNTY’s Resolution No. 17-1499 (“Amendment No. 4”);
December 26, 2019, per the COUNTY’s Resolution No. 19-1682 (“Amendment No. 5”);
February 6, 2021, per the COUNTY’s Resolution No. 21-0227 (“Amendment No. 6”);
November 29, 2022, per the COUNTY’s Resolution No. 22-1825 (“Amendment No. 7”);
December 1, 2023, per the COUNTY’s Resolution No. 2023-51 (“Amendment No. 8”);
and,

WHEREAS, the County and the WCTID, in furtherance of these goals, intend, pursuant to Section 1.02 (a) of the Agreement, to approve, confirm, and ratify exhibits “A” and “B” of the Agreement with the attached updated and amended Exhibit A “*Warren County TID Program List – March 2025*”, and the attached Exhibit B “*Warren County TID Pledged Revenue Summary – March 2025*”; and,

NOW, THEREFORE, in consideration of the promises and the mutual covenants set forth herein, the COUNTY and WCTID, hereby agree that Exhibits A and B of the IGA and Amendment No. 8, are hereby replaced and amended, as follows:

1. On behalf of the Warren County Engineer, the COUNTY does hereby confirm, approve, and ratify the updated and amended Exhibit A “*Warren County TID Program List – March 2025*”, and Exhibit B “*Warren County TID Pledged Revenue Summary – March 2025*”; attached hereto and referred herein as “Exhibit A” and “Exhibit B” to the Agreement.

2. All other terms, provisions and obligations of the initial IGA, shall remain the same and in full force and effect, except as provided for herein. In the event any conflict or dispute arises between the initial IGA, Amendment Numbers 1, 2, 3, 4, 5, 6, 7, 8 and this Amendment No. 9, such conflict or dispute shall be resolved in accordance with the terms and obligations set forth in this Amendment No. 9, no exceptions.

WCTID:

IN EXECUTION WHEREOF, the WARREN COUNTY TRANSPORTATION IMPROVEMENT DISTRICT, has caused this AMENDMENT No. 9 to be executed by Kurt E. Weber, Secretary-Treasurer, on the date stated below, pursuant to action taken by majority vote of the Board of Trustees on February 28, 2025, copies of which are attached hereto.

**WARREN COUNTY TRANSPORTATION
IMPROVEMENT DISTRICT**

SIGNATURE: 

PRINTED NAME: Kurt E. Weber

TITLE: Secretary - Treasurer

DATE: 3/20/2025

Approved as to form by
Legal Counsel on behalf of
WARREN COUNTY TRANSPORTATION
IMPROVEMENT DISTRICT:



By: Rusty Schuermann, Esq.
DATE: 3/20/25

COUNTY:

IN EXECUTION WHEREOF, the BOARD OF COUNTY COMMISSIONERS of Warren County, Ohio has caused this AMENDMENT No. 9 to be executed by Tom Grossmann, its President or Vice-President, on the date stated below, pursuant to Resolution No. 25-0395, dated March 25, 2025, a copy of which is attached hereto.

**BOARD OF COUNTY COMMISSIONERS
OF WARREN COUNTY, OHIO**

SIGNATURE: 


PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 3/25/25

RECOMMENDED BY:

KURT E. WEBER,
COUNTY ENGINEER
WARREN COUNTY, OHIO


By: Kurt E. Weber, County Engineer
DATE: 3/20/2025

APPROVED AS TO FORM
ON BEHALF OF:
BOARD OF COMMISSIONERS
OF WARREN COUNTY, OHIO:

DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

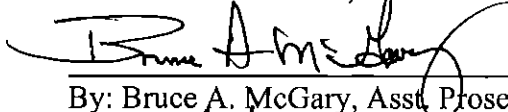

By: Bruce A. McGary, Asst. Prosecutor
DATE: 3/20/2025

EXHIBIT A**WARREN COUNTY TID PROGRAM LIST – March2025**

<u>I-71 Corridor</u>		
SB Entrance Ramp at I-71/Mason-Montgomery Road (PID 104844)	Warren	Completed
I-71 & SR 48 Interchange Phase 1 - WAR-48-9.94 (PID 116865) Phase 2	Warren	Ongoing
<u>I-75 Corridor</u>		
I-75 and SR 73 Interchange Improvements - WAR SR 73 3.66 – (PID 113717)	Warren	Ongoing
<u>SR 63 Corridor</u>		
SR 63 and Gateway Blvd/Union Road Intersections	Warren	Ongoing
SR 63 Widening - Union Road to SR 741 – WAR SR 63 0.83 (PID 112121 fka 105399)	Warren	Ongoing
SR 63 Widening – East of SR 741/West of Parkside Development	Warren	Ongoing
SR 63 Widening – between Nell Armstrong Way and McClure Road	Warren	Ongoing
<u>SR 48 Corridor</u>		
SR 48 Widening - Willow Pond Blvd to Ridgeview Ln – WAR SR48 7.01 (PID 112909)	Warren	Ongoing
SR 48 Widening – Ridgeview Ln to I-71 Interchange (Incl. Little Miami River Bridge)	Warren	Ongoing
<u>SR 741 Corridor</u>		
SR 741 and Greentree Road Intersection Improvements	Warren	Ongoing
<u>US 22/SR 3 Corridor</u>		
US 22/SR 3 Widening – Little Miami River to Willow Pond Boulevard	Warren	Ongoing
US 22/SR 3 Widening – Willow Pond Boulevard to West Road	Warren	Ongoing
US 22/SR 3 at Old 3C Hwy/Creekwood Drive Intersection Improvement	Warren	Ongoing
<u>Socialville-Fosters Road (CR 32) Corridor</u>		
Ph 2 – Mason Corp Limit to Innovation Way	Warren	On-Hold
Socialville-Fosters Road and Western Row Road Roundabout	Warren	Ongoing
<u>Wilkins Boulevard (CR610) Corridor</u>		
Wilkins Boulevard Widening – Bardes Road to Socialville-Fosters Road	Warren	On-Hold
Wilkins Boulevard Extension	Warren	On-Hold
Wilkins Blvd/Bardes Road/Escort Drive Realignment (Roundabouts)	Warren	Ongoing
<u>Columbia Road (CR 15) Corridor</u>		
Columbia Road Widening from Fields-Ertel to Montgomery Road	Warren	On-hold
Columbia Road and Davis Road Intersection Improvement	Warren	Ongoing
Columbia Road at Mason-Morrow-Millgrove Road Roundabout	Warren	Ongoing
<u>King Avenue Corridor</u>		
King Avenue and King Court Roundabout	Warren	Ongoing
King Avenue – Kings Court to Miami Avenue	Warren	Ongoing
<u>Kings Mill Road Corridor</u>		
Kings Mill Road (CR 31) / Kings Island Drive (CR 110) Improvements 2023	Warren	Ongoing
<u>Fields-Ertel Corridor</u>		
Fields-Ertel Road Widening – Snider Road to Wilkins Boulevard (PID 114606)	Warren	Ongoing
<u>Union Road Corridor</u>		
Union Road and Manchester Road Intersection Improvements	Warren	On-hold
Northwest Warren County		

Northern Warren County Transportation Study	Warren	Ongoing
William Good Boulevard		
Wm Good Boulevard Extension/Scholl Road Improvements	Warren	Ongoing
Franklin-Trenton Road Bridge		
Franklin-Trenton Road Bridge #270-1.85 Replacement Project	Warren	New

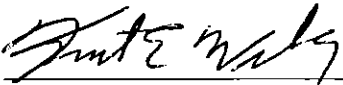
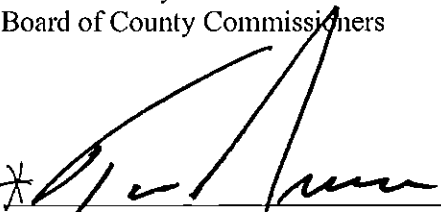
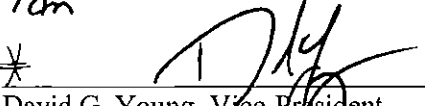
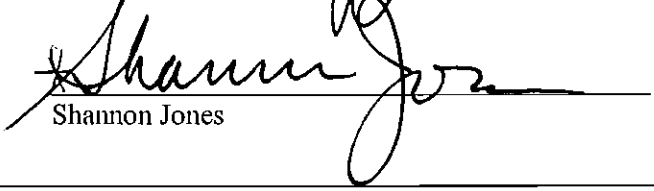
<p>Warren County Transportation Improvement District</p>  <hr/> <p>Kurt E. Weber. Secretary-Treasurer</p>	<p>Warren County Board of County Commissioners</p>  <hr/> <p>* Thomas Grossmann, President Tom</p>  <hr/> <p>* David G. Young, Vice-President</p>  <hr/> <p>* Shannon Jones</p>
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EXHIBIT B

WARREN COUNTY TID PLEGGED REVENUE SUMMARY - March 2025

COUNTY PLEDGED AMOUNT	
County Fund #4484 (P&G TIF)	
Total To Date	\$38,029,368
County Fund #4451 (Roadway Infrastructure Improvements)	
Total To Date	\$48,287,865.00
County Fund #4485 (Racino TIF)	
2013	\$ 750,000*
2016	\$ 3,100,000*
2017	\$ 150,000*
2024	\$4,000,000.00*
County Engineer Fund #2202 & 4426	
2016	\$ 925,231
2017	\$ 600,000
2019	\$ 150,000
2023	\$. 100,000
2024	\$ 141,773.18*
2025	\$ 514,150.00
County Fund #7757 (Mercy Health Pass-Thru)	
2023	\$7,500,000

**Any portion of the County Pledged Amount fom County Fund #4485 (Racino TIF Fund) shall be allocated only to those TID Projects and purposes that are eligible for the use of Racino Tax Increment Financing Revenues established by Resolution Numbers 12-1391 and 12-1604 and related actions and agreements on file with the County.*

**THE WARREN COUNTY
TRANSPORTATION
IMPROVEMENT DISTRICT**

By: 
Kurt E. Weber, Secretary-Treasurer

**THE BOARD OF COUNTY
COMMISSIONERS OF WARREN
COUNTY, OHIO**

By: 
Tom Thomas Grossmann, Commissioner

By: 
David G. Young, Commissioner

By: 
Shannon Jones, Commissioner

Resolution

Number 25-0396

Adopted Date March 25, 2025

ENTERING INTO AN AGREEMENT WITH BENEVATE, LLC ON BEHALF OF WARREN COUNTY HUMAN SERVICES

BE IT RESOLVED, to approve and enter into a contract with Benevate, LLC on behalf of Warren County Human Services, for access to the Emergency Rental Assistance Program (ERAP) software and services portal beginning March 20, 2025; copy of agreement attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 25th day of March 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Benevate, LLC
Human Services (file)

SOFTWARE AS A SERVICE (SAAS) AGREEMENT

This SaaS Agreement (“Agreement”) is entered into on this day of (the “Effective Date”) between Benevate, LLC, Delaware Limited Liability Company, with its principal place of business located at 3423 Piedmont Rd. NE, Atlanta, GA 30305 (“Company”), and the Customer listed above (referred to as the “Customer”) (collectively referred to as the “Parties”). This Agreement includes and incorporates the above Order Form, the Terms and Conditions below, and Exhibits A and B attached hereto.

TERMS AND CONDITIONS

1. DEFINITIONS.

- a. “Authorized User” or “User” means those individuals designated and authorized by the Customer to use one of the purchased subscriptions to access the Software and Services, using his or her login credentials (email address and password), which may only be used by that single, named user.
- b. “Confidential Information” means all information, in oral, written, machine readable, sample or any other form, that either Party discloses (“Discloser”) to the other (“Recipient”) relating to the business of Discloser, whether furnished before or after the Effective Date of this Agreement, including, without limitation, information related to pricing, products, services, Customer Data, and any implementing regulations or guidelines, proprietary business practices, policies, finances, procedures, sales, costs, liabilities, markets, strategies, concepts, methods or employees, that is not generally ascertainable from public or published information or sources, and all analyses, compilations, data, studies, notes, memoranda or other documents prepared by Discloser based on such Confidential Information.
- c. “Customer Data” means any non-public, personal information provided by the Customer to the Company to enable the provision of Services.
- d. “Documentation” means the applicable training materials, user guides, publicly available marketing and/or proposal materials, and other similar information, or other documents disseminated under or governed by confidentiality obligations which pertain to the Software or Services provided by Company, which may be updated by Company at any time without notice to include information about new features and incorporate feedback to help Company’s customers understand how to use the Software and Services. Documentation requiring a Username and Password to access, is considered Company’s Confidential Information.
- e. “Effective Date” means the date stated above. If the date is left blank, then the Effective Date shall be the last signature date on the Signature Page.
- f. “Professional Services” means non-standard customization and services available at an additional fee, including, but not limited to, data migration services, in-person trainings, Power BI services, geographical data services, non-standard professional developer services, etc.
- g. “Services” means standard implementation services, configuration of stated program(s) to allow for enrollment, qualification, administration and reporting, access to the Software, technical support services, hosting and security services, data storage, backup, recovery, and other services provided by the Company as described in the Order Form or this Agreement.
- h. “Software” means the proprietary web-based products, including, but not limited to, the source code, object code or underlying structure, ideas, know-how or algorithms, documentation, or data related to the Services provided by Company, or its licensors identified on an Order Form and subsequently made available to Customer by Company in accordance with an Order Form or this Agreement.

2. SOFTWARE AND SERVICES.

- a. During the Term of this Agreement, Customer will have continued access to the Software, Services, and Documentation through the Customer’s Emergency Rental Assistance Program (ERAP) portal, available through a web browser (the “ERAP Portal”).
- b. This Agreement does not contemplate any customized products, services, work-for-hire, or code developed exclusively for Customer. In the event that the Parties agree that Company shall provide such non-standard Professional Services, the description of the services and applicable ownership rights with respect to such Professional Services will be set forth in a separately executed Professional Services Agreement. This Agreement does not contemplate any IP rights beyond the terms provided herein.
- c. Company will make available to Customer all updates and any documentation for such updates to the Software and/or Services. Company will use commercially reasonable efforts to ensure that (i) new features or enhancements to existing features are

synchronized with the previous version, and (ii) updates will not degrade the performance, functionality, or operation of the Software. General maintenance of the system is completed on a regular basis to ensure optimal performance of the Software.

- d. **Service Levels.** Company will use commercially reasonable efforts to maintain the availability of the Services at a level of 99.5%. For further specifications regarding the Service Levels, refer to Service Level Terms attached as Exhibit “A” to this Agreement.
- e. **Technical Support.** With the exclusion of Federal Holidays, Technical Support is available from 8:00 a.m. to 8:00 p.m. EST, Monday - Friday. (“Support Hours”). Customer shall initiate a helpdesk ticket during Support Hours by sending an email to support@neighborlysoftware.com. Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.
- f. **Data Storage.** All Customer Data will be stored, processed, and maintained solely in data centers located in the United States.
- g. **Backup and Recovery of Customer Data.** Company is responsible for maintaining a backup of the Customer Data and for an orderly and timely recovery. Company shall maintain a contemporaneous backup of Customer Data that can be recovered within a reasonable period of time.

3. CUSTOMER RESTRICTIONS AND RESPONSIBILITIES.

- a. Customer will not, directly or indirectly: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation, or data related to the Services (“Software”); (ii) modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); nor (iii) use the Services or any Software for timesharing or service bureau purposes.
- b. Customer represents, covenants, and warrants that Customer will use the Services in compliance with all applicable laws and regulations. Customer hereby agrees to hold harmless Company against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of the foregoing.
- c. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like.
- d. At no time is it permissible for an Authorized User to share their login credentials. The number of Authorized Users hereunder is specified in the Order Form or as formally requested and approved, in writing, during the Term. Customer is solely responsible for maintaining the status of its Authorized Users and the confidentiality of all login credentials and other portal access information under its control. Customer will notify Company immediately if portal information is lost, stolen, or disclosed to an unauthorized person or any other breach of security in relation to its passwords, usernames, or other portal access information that may have occurred or is likely to occur.

4. CONFIDENTIALITY; PROPRIETARY RIGHTS

- a. **Duty Not to Disclose Confidential Information.** In connection with the Agreement, Recipient, and its employees and agents, may have access to the Confidential Information of the Discloser. Recipient shall, and shall ensure that its employees and agents shall, keep the Confidential Information of the Discloser in strict confidence and use it only for the purpose of performing its duties under this Agreement. Recipient will not directly or indirectly disclose, publish, disseminate, make available or otherwise communicate in any way, to any third person not having a need to know in order to perform its duties under this Agreement, any Confidential Information of the Discloser, without the Discloser’s prior written consent. Recipient will have appropriate safeguards in place within its organization to restrict access to Confidential Information to only those individuals as needed in connection with the performance of this Agreement. Recipient will take care of Confidential Information using at least the same standard of care it would use with its own confidential information, but in no event shall Recipient use less than reasonable care in protecting such Confidential Information.
- b. **Mandatory Disclosures.** In the event that Recipient is required by a binding order of a governmental agency or court of competent jurisdiction to disclose any Confidential Information of the Discloser, it shall, if legally permitted, provide the Discloser with prompt written notice (via e-mail that is acknowledged as received) to allow the Discloser an opportunity to appear and object prior to Recipient’s compliance with requested disclosure. The written notice shall provide Discloser with

sufficient information describing the content of the information to be disclosed. If such objection is unsuccessful, then Recipient shall produce only such Confidential Information as is required by the court order or governmental action.

- c. Customer shall own all right, title, and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Customer as part of the Services.
- d. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements, or modifications thereto, (b) any software, applications, inventions, or other technology developed in connection with implementation of services or support, and (c) all intellectual property rights related to any of the foregoing.
- e. Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

5. PAYMENT OF FEES

- a. **Payment Terms.** Customer shall pay Company the fees listed in the Purchase Summary of the Order Form. All invoices are due within thirty (30) days from the date of the invoice.
- b. **Suspension of Service for Late Payments.** If the Customer fails to pay any invoice in full within thirty (30) days from the due date, the Company shall have the right to suspend the Services until payment is received. Suspension of Services in accordance with this subsection shall not be deemed a breach of this Agreement.
- c. **Addition of Users.** During the Initial Service Term, the Customer may add additional Users based on the pricing stated in the Order Form on a pro rata basis.
- d. **Fee Adjustments.** Company reserves the right to adjust the fees listed in the Order Form, Paragraph 6, and/or Exhibit B at the end of the Initial Service Term or then-current renewal term. Notice of any fee adjustment will be provided to the Customer via an invoice (via e-mail) based on the Company's then-current pricing, sixty (60) days prior to end of the Initial Service Term or then-current renewal term.
- e. **Maintenance Portal.** Once the Customer has expended all ERAP funding, the Customer may transition to a Maintenance Portal for the next renewal term, allowing continued, limited access to the existing ERAP Portal. See Exhibit B for all information pertaining to the Maintenance Portal.
- f. **Taxes.** The fees do not include any taxes, including, without limitation, sales, use or excise tax. If Customer is a tax-exempt entity, you agree to provide Company with a tax-exempt certificate. Otherwise, Company will pay all applicable taxes to the proper authorities and Customer will reimburse Company for such taxes (this excludes Company's income taxes, both federal and state, as applicable, arising from Company's performance of this Agreement).
- g. The parties acknowledge that appropriation of funds is a governmental function which the Customer cannot contractually commit itself in advance to perform and this Agreement does not constitute such commitment. The Customer's obligation to pay under this Agreement is contingent upon Customer's annual appropriation of funds for such purpose, and the non-appropriation of funding for such purpose in any fiscal year shall immediately relieve both parties of their respective obligations hereunder, as of the last day for which funds have been appropriated. The Customer shall immediately notify the Company in writing (via e-mail), upon determining that sufficient funds will not be budgeted and appropriated in any fiscal year under this Agreement.

6. TERM AND TERMINATION

- a. **Term and Automatic Renewal.** Subject to earlier termination as provided below, the term of the Agreement shall commence on the Effective Date and shall cover the Initial Service Term as specified in the Order Form and shall **automatically renew** for additional one (1) year periods following the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

- b. Automatic Renewal Options. A renewal offer will be sent to the Customer sixty (60) days prior to the end of the Initial Service Term or then-current term for continued access to the ERAP Portal. The Customer has the option to keep the ERAP Portal “Active” or to transition to a Maintenance Portal.
- (i) For an Active Portal, the renewal offer will be based on the number of Users utilized in the ERAP Portal at the time of renewal at \$2,400.00 per User, subject to the minimum requirements provided below:

Level	# Tenant applications	Users Included	Minimum Annual Costs
1	<10,000	5	\$12,000.00
2	10,000 – 50,000	10	\$24,000.00
3	50,001+	Total Tenant App/5,000*	\$26,400.00+

*Rounding up to the nearest whole number (Example: If you have 51,000 applications: $51,000/5,000 = 10.2$; the minimum user count would be 11 - you are not required to have 11 users, this just determines the minimum cost).

The renewal term will be for one (1) year and will automatically renew for consecutive one (1) year periods unless the Customer notifies Company of its intent to transition to a Maintenance Portal or requests termination at least thirty (30) days prior to the end of the then-current term.

- (ii) If the Customer has expended all ERAP funding at the time of renewal, then the Customer will have the option to transition to a Maintenance Portal as referenced in Exhibit B. **The Customer is responsible for notifying Company of its intent to transition to a Maintenance Portal.** If the Customer does not notify the Company, this Agreement will renew in accordance with subsection (b)(i) of this Section. Once the ERAP Portal is transitioned to a Maintenance Portal, this Agreement will automatically renew for consecutive one (1) year periods as provided in Exhibit B.

PLEASE NOTE: ONCE A PORTAL HAS BEEN DISABLED, THE UNDERLYING DATABASE WILL BE PERMANENTLY DESTROYED. THE DATABASE CANNOT BE RESTORED FROM THE RAW DATA FILES. DATA WILL BE PROVIDED IN ACCORDANCE WITH SUBSECTION D OF THIS SECTION. NEIGHBORLY SOFTWARE'S UI ORGANIZES THE DATA INTO STRUCTURES THAT MAKE DATA EASY TO RETRIEVE AND UNDERSTAND. IF YOU ANTICIPATE ONGOING AUDIT, COMPLIANCE, OR REPORTING NEEDS, SIMPLY HAVING THE RAW DATA MAY NOT BE SUFFICIENT TO ADDRESS THESE NEEDS.

- c. Termination for Cause. This Agreement may be terminated by either Party for cause by providing written notice (via e-mail) to the other Party upon the occurrence of any of the following events (each, an “Event of Default”):
- (i) If the other Party ceases to do business, or otherwise terminates its business operations, except as a result of an assignment permitted under this Agreement;
 - (ii) If the other Party materially breaches any material provision of this Agreement and fails to substantially cure the breach within ten (10) business days of receipt of written notice describing the breach; or
 - (iii) If the other Party becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against the other Party and not dismissed within sixty (60) days; provided however that in such event, termination will not require notice to the other Party.
- d. Access and Return of Customer Data. Upon termination for any reason, Company shall disable access to the ERAP Portal. Customer shall provide contact information necessary to facilitate the return of the Customer Data within thirty (30) days after termination. Company shall return the Customer Data via the Secure File Transfer Protocol promptly upon receipt of necessary information from Customer to facilitate the return. Customer is solely responsible for ensuring that the Customer Data is downloaded, stored, and reviewed. All Customer Data will be deleted sixty (60) days from the date that the Customer Data is returned.

If Customer fails to cooperate in facilitating the return of the Customer Data, Contractor reserves the right to delete the Customer Data ninety (90) days after the termination of the Agreement.

Customer acknowledges and agrees that Contractor has no obligations whatsoever with regard to the Customer Data following the final destruction. Upon request, Company will provide Customer with a Certification of Data Destruction. This Section shall survive the termination of this Contract. Effect of Termination.

- e. **Optional Data Retention.** If Customer desires for Company to retain the Customer Data beyond forty-five (45) days from the date of the final extraction, Customer must make that request, in writing (via email), and receive an acknowledgement of said request. Requests that do not receive an acknowledgement or requests that are made after the forty-five (45) day window are not considered valid. The minimum cost for continued data retention is \$6,000.00 for six (6) months.

7. WARRANTY AND DISCLAIMER

- a. **Company Warranty.** Company represents and warrants the following: (a) the Documentation sufficiently describes features, functionality, and operation of the Software as applicable; (b) the Software, as applicable, conforms to the Documentation and is free from defects in material and workmanship; (c) the Software does not contain any viruses or other malicious threats, programs, features, or devices (“Viruses”) that could harm Customer, and Company uses commercially reasonable efforts to prevent and eradicate such Viruses. Furthermore, consistent with prevailing industry standards, Company shall maintain the Software in a manner which minimizes errors and interruptions and shall perform the Services in a professional and workmanlike manner. Notwithstanding the foregoing, the Software may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, or because of other causes beyond Company’s reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.
- b. **Security and Loss of Data.** Company maintains appropriate technical and organizational measures to protect Customer Data from accidental loss and from unauthorized access, use, alteration, or disclosure. In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of Customer Data or the physical, technical, administrative, or organizational safeguards put in place by Company that relate to the protection of the security, confidentiality, or integrity of Customer Data, Company shall, as applicable: (i) notify Customer as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (ii) cooperate with Customer in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law; and (iii) perform or take any other actions required to comply with applicable State law as a result of the occurrence.
- c. **DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE AND SERVICES ARE PROVIDED “AS IS” AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED OR MAKE ANY WARRANTIES AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE AND SERVICES. CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY IS PROVIDING A SOFTWARE TOOL TO ASSIST IN THE PROVISION OF SERVICE. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT COMPANY HAS NO CONTROL OVER PROGRAM DESIGN AND/OR PROGRAM ADMINISTRATION. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CUSTOMER IN CONNECTION WITH THE PROVISION OF THE SOFTWARE AND SERVICES.

8. INDEMNITY

- a. Company will indemnify, defend, and hold harmless the Customer against all claims, suits and actions asserted by an unaffiliated third party against the Customer for liabilities, damages and costs, including reasonable attorneys’ fees, incurred in the defense of any claim brought against Customer alleging that any Software or Services infringes or misappropriates a third-party’s U.S. registered patent right, trademark, or copyright (an “Infringement Claim”), provided Company is promptly notified of any and all threats, claims, and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement. Customer shall not settle or compromise such Infringement Claim without the express written consent of the Company.
- b. Company’s indemnity obligation under this Section shall not extend to claims that arise from:
 - (i) An unauthorized modification of the Software or Services by Customer where the Software or Services would not be infringing without such modifications;
 - (ii) Customized portions of the Services designed in accordance with written specifications provided by Customer where the Software or Services would not be infringing but for Company’s compliance with such written specifications;

- (iii) The failure of Customer to install an update to the Software or Services provided by Company that would have avoided the actual or alleged infringement;
- (iv) The combined use by Customer of the Software or Services with other components, products, or services not provided by Company where the Software or Services would not be infringing but for such combination; and/or
- (v) Workflows, analytic applications, algorithms, or other applications or programming built by Customer or created by or on behalf of Customer without Company's approval.

9. LIMITATION OF LIABILITY

- a. NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR LIABILITY RESULTING FROM (1) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS; (2) A PARTY'S INDEMNIFICATION OBLIGATIONS; OR (3) A PARTY'S WILLFUL MISCONDUCT OR FRAUD, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE OR LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED, TO LEGAL FEES AND EXPENSES), WHETHER FORESEEABLE OR UNFORESEEABLE, THAT MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY THEORY INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY OR NEGLIGENCE.
- b. EXCEPT FOR LIABILITY RESULTING FROM (1) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS; (2) A PARTY'S INDEMNIFICATION OBLIGATIONS; OR (3) A PARTY'S WILLFUL MISCONDUCT OR FRAUD, IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY EXCEED THE GREATEST AMOUNT OF THE FEES PAID OR OWED BY EITHER PARTY UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE LIMITATIONS IN THIS SECTION FORMED A BASIS FOR ENABLING EACH PARTY TO OFFER AND ACCEPT THE TERMS HEREIN.
- c. The Parties shall have an affirmative obligation to mitigate their respective losses (howsoever arising) recoverable from the other Party under or in connection with this Agreement.

10. INSURANCE

- a. During the course of performing its duties under this Agreement, Company agrees to maintain the following levels of insurance: (a) Commercial General Liability of at least \$2,000,000 in aggregate and \$1,000,000 each occurrence; (b) Professional Liability (E&O) of at least \$5,000,000; (c) Cyber Liability of at least \$5,000,000; (d) Commercial Auto Insurance for Hire and Non-owned vehicles of at least \$1,000,000; and (e) Workers Compensation complying with applicable statutory requirements. Company will provide Customer with copies of certificates of insurance upon Customer's written request.

11. DISPUTE RESOLUTION

- a. With the exception of actions for injunctive relief for actions arising under the Confidentiality provisions of this Agreement, the Parties intend that any and every dispute by and between them, including but not limited to any dispute arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, be resolved first by resorting to mediation, to be conducted in a mutually agreeable location in accordance with the laws of the State of Delaware.

12. NOTICE

- a. Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient when delivered (a) personally or by overnight courier, (b) sent by email, or (c) forty-eight (48) hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address or email address as set forth in this section. E-mail is the preferred method of notice. Any change of address, e-mail address, telephone number, or person to receive notice shall be made by notice given to the other Party.
- b. Addresses. Subject to change pursuant to this Section above, the addresses for notices are as follows:

For the Company:

Jason Rusnak
Benevate, LLC

3423 Piedmont Rd, NE
Atlanta, GA 30305
Phone:
Email: Jason.Rusnak@NeighborlySoftware.com

Sarah Bohentin
Benevate, LLC
Phone: 850-363-1717
Email: Sarah.Bohentin@NeighborlySoftware.com

For the Customer:

Name
Jurisdiction/Department
Address
Phone
Email

13. MISCELLANEOUS

- a. Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.
- b. Waivers. No waiver of any provision of this Agreement or consent to any action shall constitute a waiver of any other provision of this Agreement or consent to any other action. No waiver or consent shall constitute a continuing waiver or consent or commit a Party to provide a future waiver. Any provision of this Agreement may be waived only with the written consent of the Parties.
- c. Permissible Use. Company is permitted to use the Customer's name and logo solely for marketing or promoting the provided services subject to terms and conditions of this Agreement.
- d. Entire Agreement & Amendments. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.
- e. Assignment. This Agreement is not assignable, transferable, or sub-licensable by either Party without the other Parties prior written consent, except as such assignment, transfer or sublicense is in connection with a merger, acquisition, or similar change of control event.
- f. Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and the Parties do not have any authority of any kind to bind the other Party in any respect whatsoever.
- g. Force Majeure. Neither Party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of amounts due) to the extent caused by strikes, shortages, riots, insurrection, fires, flood, storm, explosions, pandemics, acts of God, terror, war, governmental action, labor conditions, earthquakes, material shortages or any other cause which is beyond the reasonable control of such party. Upon an occurrence of an event of force majeure, Company cannot ensure uninterrupted or error free service or access to the Software or Services and there may be periods where access is delayed, limited or unavailable. Company shall use commercially reasonable efforts to provide the Software or Services to Customer in accordance with its Business Continuity and Disaster Recovery Plan a copy of which will be provided upon written request.
- h. This Agreement shall be governed and construed in all respects in accordance with the laws of the State of _____.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

BENEVATE, LLC

CUSTOMER

By: J. Jason Rusnak

By: Arlene Byrd

Name: J. Jason Rusnak

Name: Arlene Byrd

Title: President, Benevate, Inc.

Title: Director

Date: 3/13/25

Date: 3/20/2025

Warren County Board of County Commissioners

* [Signature]
Tom Grossmann, President

* [Signature]
Shannon Jones

* [Signature]
David G. Young

APPROVED AS TO FORM

[Signature]
Derek B. Faulkner
Asst. Prosecuting Attorney

EXHIBIT A

Service Level Terms

This Exhibit A outlines the Company's commitments to provide Support Services and problem resolution regarding the performance of the Software and/or Services.

1. Definitions.

- a. "Error" means a failure of the Software to perform in accordance with the Documentation, resulting in the inability to use, or material restriction in the use of, the Software.
- b. "Scheduled Downtime" means any period of time during which the Software or Services are unavailable due to the Company's planned maintenance and support of the Software or Services. Scheduled Downtime and are excluded from the 99.5% Service Availability calculation.
- c. "Support Services" means technical support assistance provided by Company personnel to Customer's designated administrators for problem resolution, bug reporting, and/or technical assistance.
- d. "Unscheduled Downtime" means any time the Software is not available due to an event or circumstance excluding Scheduled Downtime or Force Majeure and the amount of time required by Company to resolve or provide a work around for the failure of any documented feature required to complete a primary function of the Software in accordance with the Documentation.
- e. "Update" means any error correction, bug fix, patch, enhancement, improvement, update, upgrade, new version, release, revision or other modification to the Software or Services provided or made available by the Company pursuant to the Agreement, including, without limitation, any update designed, intended, or necessary to make the Software, Services, or Customer's use thereof compliant with applicable law.

2. Service Availability.

- a. Company will use commercially reasonable efforts to maintain the availability of the Software to the Customer at 99.5%. All Updates will be completed outside of standard business hours (same as Support Hours). Notification of Updates will not be provided unless downtime is expected. If major Updates are required during standard business hours due to necessity, Company will provide notification to Customer as soon as reasonably possible. Updates during Scheduled Downtime and are excluded from the 99.5% Service Availability calculation.

3. Technical Support.

- a. Availability. With the exclusion of Federal Holidays, Technical Support is available from 8:00 a.m. to 8:00 p.m. EST, Monday - Friday. ("Support Hours").
- b. Procedure. Customer must initiate a helpdesk ticket during Support Hours by sending an email to support@neighborlysoftware.com. Company will use commercially reasonable efforts to respond to all Help tickets in the manner set forth in Paragraph 4.
- c. Conditions for Providing Support. Company's obligation to provide Software or Services in accordance with the stated Service Availability is conditioned on Customer providing Company with sufficient information and resources to correct the Error, as well as access to the personnel, hardware, and any additional systems involved in discovering the Error.

4. Ticket Resolution. Company will use all commercially reasonable efforts to resolve support tickets in the process described below. Response metrics are based on issues being reported during Support Hours.

- a. Standard Ticket: Issue does not significantly impact the operation of the software or there is a reasonable

workaround available.

- (i) **Response Metric:** Neighborly Software will use commercially reasonable efforts to respond and resolve all Standard tickets within eight (8) business hours of notification.
 - b. **Priority Ticket:** Software is usable, but some features (not critical to operations) are unavailable.
 - (i) **Response Metric:** Neighborly Software will use commercially reasonable efforts to respond to all Priority tickets within two (2) hours and resolve Priority tickets within six (6) business hours of notification.
 - c. **Emergency Ticket:** Issue has rendered software unavailable or unusable, resulting in a critical impact on business operations. The condition requires immediate resolution.
 - (i) **Response Metric:** Neighborly Software will use commercially reasonable efforts to respond to all Emergency tickets within one (1) hour and resolve Emergency tickets within two (2) business hours of notification.
5. **Remedies.** If Customer reasonably believes that Company has failed to achieve its Service Availability commitments in any given month, the Company shall, following Customer's written request, provide a report that contains true and correct information detailing Company's actual Service Availability performance. Customer must have reported an issue with the Service Availability within the calendar month and must request the report within ten (10) days of the end of the calendar month. The sole remedies for failure to meet the Service Availability level of commitment is a service refund based on the following:
- a. less than 99.5% but equal to or above 97%, Company shall provide Customer with a root cause analysis and a written plan for improving Company's Service Availability to attain the 99.5% Service Availability and Company shall promptly implement such plan;
 - b. between 96.9% and 95%, Company shall provide Customer with a service refund in an amount equal to 10% of the prorated amount of the Subscription Fees for one month;
 - c. between 94.9% and 92%, Company shall provide Customer with a service refund in an amount equal to 25% of the prorated amount of the Subscription Fees for one month;
 - d. Less than 92%, Company shall provide Customer with a service refund in an amount equal to 100% of the prorated amount of the Subscription Fees for one month.
6. **Exclusions.** Company shall have no liability for, and shall make no representations or warranties respecting Service Availability or lack of availability of the Software due to: (1) outages caused by the failure of public network or communications components; (2) outages caused by a Force Majeure event; (3) outages or Errors caused by the Customer's use of any third-party hardware, software, and/or services; (4) Errors caused by the individual Authorized User's desktop or browser software; (5) Errors caused by the Customer's negligence, misconduct, hardware malfunction, or other causes beyond the reasonable control of the Company; and/or (6) Customer has not paid Fees under the Agreement when due.

EXHIBIT B

MAINTENANCE PORTAL FEATURES AND COST

The Maintenance Portal includes the following:

- Hosting/Security in Microsoft FedRAMP Data Center
- Data Storage, Backup, and Recovery
- Technical Support (Monday – Friday: 8:00 a.m. to 8:00 p.m. EST)
- Access to all Tenant, Landlord, and Vendor (e.g. utility) cases and documents
- Access to the ERAP dashboard and Treasury reporting, including all required updates to Treasury reports
- Access to Report Builder for ad hoc reporting

The following changes will apply to the Maintenance Portal:

- Tenants and Landlords do not have ability to create new applications or edit existing cases (“Read Only” Access)
- Tenants do not have the ability to submit Additional Funding Requests
- New funding cannot be added or disbursed (Funding Tab will have “Read Only” Access)
- Approval functionality is disabled
- Support is provided by a general pool of Client Support Specialists; no assigned CSM
- Only Maintenance Portal Users, will have continued access to the Maintenance Portal
- All other users/licenses will be deactivated (licenses can be added at any time)

The fees associated with the Maintenance Portal are as follows:

Level	# Tenant applications	Annual Costs*	# Admin Licenses Included**	# Read Only Licenses Included
1	<10,000	\$4,800	2	0
2	10,000 – 50,000	\$12,000	5	3
3	50,000+	\$12,000 + \$.08 per tenant application over 50,000	10	10

*Annual costs provided on based on current pricing and are subject to increase for Maintenance Portals purchased at a later date.

**If necessary, additional Administrator licenses/subscriptions may be purchased at \$2,400 per year

PLEASE NOTE: ONCE A PORTAL HAS BEEN DISABLED, THE UNDERLYING DATABASE WILL BE PERMANENTLY DESTROYED. THE DATABASE CANNOT BE RESTORED FROM THE RAW DATA FILES. DATA WILL BE PROVIDED IN ACCORDANCE WITH SUBSECTION D OF THIS SECTION. NEIGHBORLY SOFTWARE'S UI ORGANIZES THE DATA INTO STRUCTURES THAT MAKE DATA EASY TO RETRIEVE AND UNDERSTAND. IF YOU ANTICIPATE ONGOING AUDIT, COMPLIANCE, OR REPORTING NEEDS, SIMPLY HAVING THE RAW DATA MAY NOT BE SUFFICIENT TO ADDRESS THESE NEEDS.



Customer Information	
Account Name: Warren County Job and Family Services Division of Human Services (Portal No.: 368)	Service Term: 03/22/2025 – 03/21/2026
Address: 416 S. East Street, Lebanon, OH 45036	
Billing Contact Name & Title: Arlene Byrd Director Warren County Human Services	Phone: 513-695-1422 Email: Arlene.Byrd@jfs.ohio.gov
Alternate Contact Name & Title: James Ryan Deputy Director	Phone: 513-695-1404 Email: james.ryan@jfs.ohio.gov

PURCHASE SUMMARY

Annual Recurring Fees	Unit Price	Quantity	Annual Total
ERAP: Annual Subscription Fee	\$2,400.00	7	\$16,800.00
Services Included: <ul style="list-style-type: none"> • Hosted Software to Administer Emergency Rental Assistance Program (ERAP) • Dedicated Client Success Manager • Technical Support (Monday – Friday: 8:00 a.m. to 8:00 p.m. EST) • Hosting/Security in Microsoft Tier IV Data Center • Data Storage, Backup, and Recovery 			
ERAP: Additional User(s) – Annual Subscription Fee			
TOTAL:			\$16,800.00

*5 License Minimum

Resolution

Number 25-0397

Adopted Date March 25, 2025

AUTHORIZING MARTIN RUSSELL, COUNTY ADMINISTRATOR TO SIGN A MEMORANDUM OF UNDERSTANDING BETWEEN THE WARREN COUNTY SHERIFF AND THE WARREN COUNTY DEPUTY SHERIFF'S BENEVOLENT ASSOCIATION

BE IT RESOLVED, to authorize Martin Russell, County Administrator to sign a Memorandum of Understanding between the Warren County Sheriff and the Warren County Deputy Sheriff's Benevolent Association, which hereby agrees to amend the following Collective Bargaining Agreement: Sworn Deputies, SERB Case Number 2022-MED-07-0696, and in compliance with Section 22.12, the parties have explored scheduling alternatives-specifically twelve (12) hour shifts for Deerfield Township, The City of South Lebanon, and The Village of Maineville, said Memorandum of Understanding is attached to and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 25th day of March 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Warren County Deputy Sheriff's Benevolent Association
Sheriff (file)

MEMORANDUM OF UNDERSTANDING

The Warren County Sheriff's Office and the Warren County Deputy Sheriff's Benevolent Association collectively referred to as "the Parties" hereby agree to amend the following Collective Bargaining Agreements: Sworn Deputies, SERB Case Number 2022-MED-07-0696, and in compliance with Section 22.12, the parties have explored scheduling alternatives-specifically twelve (12) hour shifts for Deerfield Township, The City of South Lebanon, and The Village of Maineville. The Parties agree to the following:

- ~~Section 9.11. Section 9.1 of the labor agreement will be strictly adhered to in involuntary assignments, except that no deputy will be pulled from a South Lebanon or Deerfield Township post to fill vacancies unless he has completed six (6) months in that assignment, except that a deputy may bid out on a promotional opportunity or specialized assignment at any time.~~
- Section 9.42.11 The Tactical Response Unit (T.R.U.) is a specialized unit made up of several different Warren County Law Enforcement Agencies. The appointment process to this unit is administered by the Policy Board made up of the Sheriff and Chiefs of Police. For appointment to the Tactical Response Unit, the Sheriff's Office can implement a testing procedure which may include physical fitness qualifications, written test, oral board, or any other procedure the Sheriff's Office deems appropriate. Any applicant passing all qualifications shall be deemed eligible to apply for the Tactical Response Unit.
- Section 15.2. All training required of an employee in his current position by the Employer shall be paid for by the Employer. All required training shall be counted as time worked. On multiple day training sessions where the employee has been authorized to remain at or near the training site, the days in training which do not require travel to the site from the county or from the site to the county shall be counted as regular work days, not to exceed eight (8) hours per day. In the event an employee is working a 12 hour shift schedule, they may be required to work beyond their 8 hour training day to fulfill the 12 hour requirement.
- Section 15.6. In the event an employee is scheduled for off-site training, the employee shall be paid for travel time for the time spent traveling to and from the training. Travel time may be limited to one round trip per training when overnight accommodations are available and approved. This travel time shall start at the employee's regular work site and end when the employee returns to their regular work site. Travel time shall be paid to the employee at his/her regular salary, with all hours worked in excess of eight (8) hours or (12) hours, depending on the shift the employee is currently working, in any day paid at time and one-half (1½) the employee's hourly wage.

- Section 22.2. With the exception of changes of shifts, when employees are required to work more than eight (8) hours in any calendar day, or more than twelve (12) hours depending on their current schedule, or more than one hundred sixty (160) hours within a twenty-eight (28) calendar day period, they shall receive compensation at the rate of one and one-half (1½) times their regular hourly rate for all excess hours. Overtime shall be calculated to the nearest five (5) minutes. An exception to the eight (8) hour provision shall be deemed accepted when the Employer and employee(s) mutually agree to do so (e.g., four [4] ten [10] hour days). The workday for all personnel assigned to non-continuous operations is exclusive of an unpaid meal period.

- Section 22.4. When an employee is called in to work before the commencement of his regularly scheduled eight (8) hour working period, or twelve (12) hour working period, or when recalled to work after the conclusion of his regularly scheduled eight (8) hour working period, or twelve (12) hour work period, the employee shall receive a minimum of three (3) hours compensation for each such occurrence. This minimum does not apply to time called in to work that abuts the regularly scheduled work shift.

- Section 22.14. For purposes of Sections 22.9 and 22.10, an employee is considered unavailable for an overtime assignment when the employee has or will have exceeded the maximum of sixteen (16) consecutive hours of work. Employees, assigned to eight (8) hour shifts, on approved leave are considered unavailable for the entire twenty-four (24) hour period (i.e. 0001 hours through 2400 hours) of the approved leave day; however, an employee may voluntarily sign up for overtime during such twenty-four (24) hour period exclusive of their regularly scheduled shift. Employees assigned to twelve (12) hour shifts, on approved leave, are considered unavailable for the twelve (12) hour period preceding their shift and the twelve (12) hours following their shift; however, an employee may voluntarily sign up for overtime during the twelve (12) hours preceding the shift and the twelve (12) hours following their scheduled shift.

- Section 26.3. For employees who are assigned to continuous operation duty (24 hour - 7 day operations), the holidays provided for in Section 26.1 of this Article shall be observed on the date on which they occur. In the event an employee is working an eight (8) or twelve (12) hour shift assignment, The holiday pay will be for the entire shift when their shift starts on a holiday.

For employees who are assigned to non-continuous operation duty (Monday through Friday operations), holidays provided for in Section 26.1 of this Article that occur on a Saturday shall be observed on the previous Friday, and holidays that occur on a Sunday shall be observed on the following Monday.

- **Section 26.4.** Employees shall receive the overtime rate of pay for the first eight (8) or (12) hours worked plus eight (8) or (12) hours holiday pay.

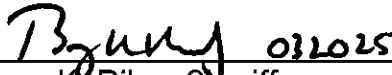
Employees who work more than eight (8) or twelve (12) hours, depending on their shift, on a holiday shall be compensated at two and one half (2½) times his normal rate of pay for all hours worked in excess of eight (8) or twelve (12) hours, depending on their shift.

Employees who are assigned to continuous operation duty (24 hour - 7 day operations) who are not scheduled to work on a holiday provided for in this Article shall receive eight (8) or twelve (12) hours, depending on their shift, holiday pay.

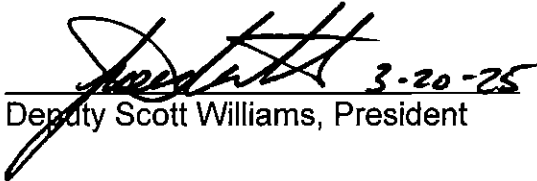
- **Section 26.6.** Employees who work on a holiday will have the option to (1) receive their holiday pay and one and one-half (1½) time pay for all hours worked, or (2) receive their holiday pay and convert their premium pay (but not the holiday pay of eight [8] or twelve (12) hours depending on their shift) to compensatory time.
- **Section 27.10.** Within ten (10) scheduled working days of the employee returning to work the employee shall fill out a Request for Leave form to be reviewed by the Employer or his designee before sick leave is approved. The reviewer shall approve or disapprove sick leave requests on a case-by-case basis, and only for appropriate reasons. The employee shall only be charged for sick time equal to eight (8) or twelve (12), depending on their scheduled shift, hours less all hours worked that day. It is the intent of the parties that when an employee works overtime in a work day, or when an employee is required to attend court in the performance of his duties outside his regular work shift, and later calls off sick for a regular shift (or part of a shift), they shall receive credit for the overtime and will only be charged sick leave for the hours for actual sick leave time used. The following are examples of the application of this provision:
 - **Section 29.1.** All bargaining unit employees who have completed one (1) year of service shall be entitled to one (1) personal leave day shift with pay during each calendar year. Personal day leave use shall not be charged to accumulated but unused leave.
 - **Section 29.2.** Employees who do not use any unscheduled sick leave during the calendar period between January 1 - June 30, and July 1-December 31 shall be granted one (1) additional personal leave shift with pay per period. A maximum of two (2) personal leave shifts can be earned during any calendar year and will be awarded within ten (10) business days of the end of an applicable period. Employees must submit an appropriate treatment provider statement (e.g., receipt from doctor visit) to verify scheduled sick leave usage.

- Section 29.3. Employees must request personal day leave use as far in advance as possible. The Employer reserves the right to deny any request for personal shift leave that is not made more than fourteen (14) calendar days in advance. Such denial shall not be subject to the grievance procedure.
- Section 29.4. Earned personal shift leave may only be used in full shift increments, and if not scheduled and used shall be forfeited upon separation.
- Section 43.2. The Employer and the Canine Deputy agree to be reasonable and flexible with their schedules in order to avoid excessive overtime (i.e., if called in with dog three (3) hours prior to regular shift, the Canine Deputy may be required to remain on shift and leave three (3) hours early). The Canine Deputy will be afforded one (1) formal training day every week to work with the dog while working an 8 hour shift rotation. In the event a Canine Deputy is working a twelve (12) hour shift rotation, they will be afforded 1 training shift biweekly to work with their dog. This training day will be part of the Canine Deputy's work shift.


For the Warren County Sheriff's Office:


Barry K. Riley, Sheriff

For the Warren County Deputy Sheriff's
Benevolent Association:


Deputy Scott Williams, President

For the Warren County Commissioners:


Martin Russell, County Administrator

Resolution

Number 25-0398

Adopted Date March 25, 2025

GRANTING AN ELECTRIC EASEMENT TO DUKE ENERGY OHIO, INC. FOR THE MIDDLETOWN JUNCTION WELLFIELD PRIMARY POWER FEED

WHEREAS, this Board recognized the need for additional source water to meet the demands of a growing County; and

WHEREAS, pursuant to a series of resolutions, this Board authorized the development and construction of a 3 million gallon per day wellfield at the Middletown Junction property; and

WHEREAS, the construction requires a primary electric power feed to be installed.

NOW THEREFORE BE IT RESOLVED, to grant an Easement to Duke Energy Ohio, Inc. for a permanent easement that is part of parcel 12-07-400-008 located in the City of South Lebanon.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 25th day of March 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – Duke Energy Ohio, Inc.
Water/Sewer (file)
Easement file
Project file

Prepared by: Duke Energy Ohio, Inc.
Return to: Duke Energy Ohio, Inc.
Attn: Judy Downs
2010 Dana Ave.
Mail Code: EF-320
Cincinnati, Ohio 45207

Parcel # 1207400008

EASEMENT

State of Ohio

County of Warren

THIS EASEMENT ("Easement") is made this 25th day of MARCH 2025,
from **WARREN COUNTY, OHIO**, a County and political subdivision of the State of Ohio ("Grantor",
whether one or more), to **DUKE ENERGY OHIO, INC.**, an Ohio
corporation ("Grantee").

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and
valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant
unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain,
repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not
limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the
transmission and distribution of electrical energy, and for technological purposes related to the operation
of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers
(collectively, "Facilities").

Grantor is the owner of that certain property described in Military Survey # 1547 and 1548,
Hamilton Township, Warren County, State of Ohio; being a part of a tract as recorded in O. R. Vol 1724,
Page 671 in the Office of the Recorder of Warren County, Ohio ("Property").

The Facilities shall be underground, except as needed on or above the ground to support the underground Facilities, and located in, upon, along, under, through, and across a portion of the Property within an easement area described as follows:

Easement being that area indicated, relative to landmarks and property lines, shown on a drawing marked Exhibit "A", attached hereto and becoming a part hereof (hereinafter referred to as the "Easement Area").

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future changes to the Grantors facilities associated with expansion, modifications, or redesign of the Water Treatment Works. Grantor shall notify Grantee of planned changes to the Facilities and both parties shall enter into a new easement agreement(s) and vacate existing easement(s) as required by the changes.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. Grantor shall retain the right to use the Easement Area in any manner provided such use is not inconsistent with the rights granted herein to Grantee.
9. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

For Grantee's Internal Use:

Work Order #: 52644430-LS55129814

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this 25 day of March, 2025.

WARREN COUNTY, OHIO
a County and political subdivision of the State of Ohio

APPROVED AS TO FORM

Bruce A. McGary
Bruce A. McGary
Asst. Prosecuting Attorney

* Tom Grossmann
Signed Name
Tom Grossmann
Printed Name
President
Title

State OF Ohio
COUNTY OF Warren

This certificate relates to an acknowledgment in connection with which, no oath or affirmation was administered to the document signer.

The foregoing instrument was acknowledged before me, a notary public in the county and state written above this 25 day of March, 2025 by Tom Grossmann as the President of WARREN COUNTY, OHIO, a County and political subdivision of the State of Ohio.

SEAL:

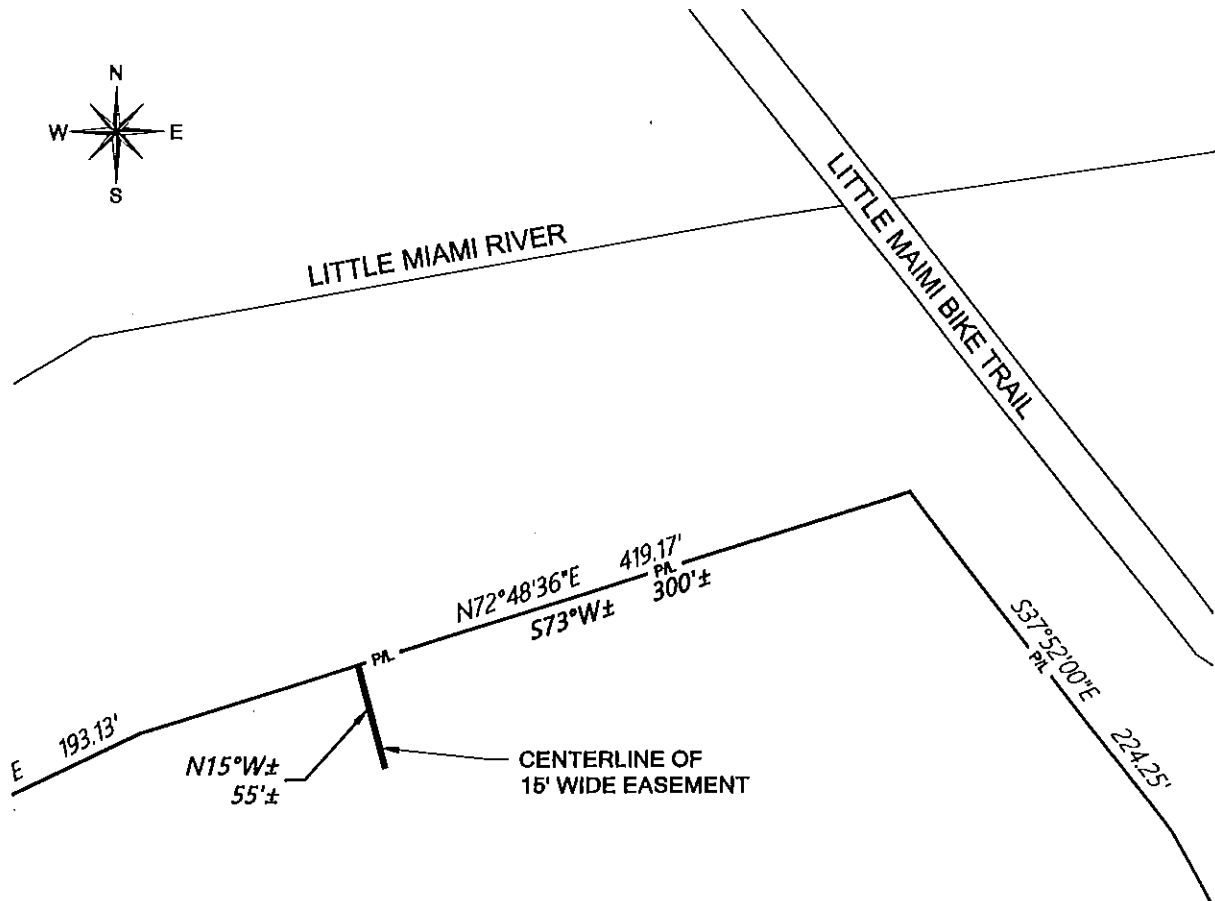
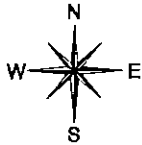


LAURA K LANDER
NOTARY PUBLIC - STATE OF OHIO
Comm. No. 2017-RE-687973
My Commission Expires Dec. 26, 2027

Signed: Laura K Lander
Printed or Typed Name: Laura K Lander
Commission expires: 12/26/27
My County of Residence: Warren
My Commission Number: 2017-RE-687973

This instrument was prepared by Janice L. Walker, Attorney-at-Law, 139 E. 4th St., Cincinnati, OH 45202.

THIS IS NOT A SURVEY. LOCATIONS SHOWN ARE APPROXIMATE.



WARREN COUNTY OHIO
O.R. VOL. 1724, PG. 671
PARCEL #12-07-400-008

TO GRANDIN RD.

NOTE: PROPERTY LINES AS SHOWN WERE
PLOTTED FROM O.R. VOL. 1724, PG. 671
AND SITE IMPROVEMENTS FROM GIS DATA



1:100

WARREN COUNTY, OHIO

SITE NAME: HAMILTON TOWNSHIP V.M.S. NO. 1547 & 1548



DR. CNS
CK. SRL

EXHIBIT MAP OF:
EASEMENT
EXHIBIT MAP FOR:
WARREN COUNTY, OHIO

EXHIBIT 'A'

DATE
12/2/2024

LOCATION
0 GRANDIN RD, MAINEVILLE, OH, 45039

WO# D 52644430
LS# 55129814

Resolution

Number 25-0399

Adopted Date March 25, 2025

ACKNOWLEDGING PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 3/18/25 and 3/20/25 as attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 25th day of March 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc: Auditor

Resolution

Number 25-0400

Adopted Date March 25, 2025

ENTERING INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH KENSINGTON DEVELOPMENT COMPANY OF OHIO, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN LOSH LANDING NORTH, SECTION 4 LOCATED IN DEERFIELD TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to enter into the following security agreement:

SECURITY AGREEMENT

Bond Number	:	25-004 (W/S)
Development	:	Losh Landing North, Section 4
Developer	:	Kensington Development Company of Ohio, LLC
Township	:	Deerfield
Amount	:	\$23,158.43
Surety Bond	:	Capitol Indemnity Corporation (CIC 1959718)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 25th day of March 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cgb

cc: Kensington Development Company, 3333 Madison Pk Suite C, Ft. Wright, KY 41017
Capitol Indemnity Corporation, P.O. Box 5900, Madison, WI 53705-0900
Water/Sewer (file)
Bond Agreement file

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE
SECURITY AGREEMENT**

WATER AND/OR SANITARY SEWER

Security Agreement No.

CIC1959718 25-004 (w/s)

This Agreement made and concluded at Lebanon, Ohio, by and between Kensington Development Company of Ohio, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Capitol Indemnity Corporation (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Losh Landing North Subdivision, Section/Phase 4 (3) (hereinafter the "Subdivision") situated in Deerfield (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$231,584.35, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$0; and,

WHEREAS, the County Commissioners have determined to require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations and to require all Developers to post security in the sum of ten percent (10%) of the estimated total cost of the Improvements after the completion of the Improvements and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Improvements as may be required between the completion and tentative acceptance of the Improvements and their final acceptance by the County Commissioners.

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$0 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be ten percent (10%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 2 years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$23,158.43.00 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Sanitary Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Sanitary Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the one year from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Sanitary Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the one year maintenance period and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Commissioners
Attn: County Administrator
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1250

B. To the County Sanitary Engineer:

Warren County Water & Sewer Department
Attn: Sanitary Engineer
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1380

C. To the Developer:

Kensington Development Company of Ohio, LLC

3333 Madison Pk Suite C

Ft. Wright, KY 41017

Ph. (859) 250 - 8285

D. To the Surety:

Capitol Indemnity Corporation

P.O. Box 5900, Madison, WI 53705 - 0900

Ph. (608) 829 - 4200

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

___ **Certified check or cashier's check** (attached) (**CHECK #** _____)

___ **Original Letter of Credit** (attached) (**LETTER OF CREDIT #** _____)

___ **Original Escrow Letter** (attached)

 x **Surety Bond** (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).

___ **Surety obligation of national bank** (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

IN EXECUTION WHEREOF, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

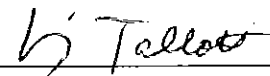
DEVELOPER: Kensington Development Company
of Ohio, LLC

SURETY: Capitol Indemnity Corporation

Pursuant to a resolution authorizing the undersigned to execute this agreement.

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: 

SIGNATURE: 

PRINTED NAME: Greg Berlin

PRINTED NAME: Liz Talbott

TITLE: President

TITLE: Attorney-in-Fact

DATE: 3/7/2025

DATE: 01/24/2025

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 25-0400, dated 3/25/25.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: [Signature]

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 3/25/25

RECOMMENDED BY:

By: [Signature]
SANITARY ENGINEER

APPROVED AS TO FORM:

By: [Signature]
COUNTY PROSECUTOR

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

**CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

---RANDAL NOAH; LIZ TALBOTT; KATIE ROSE; NANCY NEMEC; TAMMY L. MASTERSON; TIFFIANY GOBICH; KELSEY BECKER ----
AUDRIA COLEMAN; KATHRINE KREKELER; MARK NELSON; MEGHAN SCHRAER; TRINITY LUKENS; GLADYS D. ROGERS

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00 -----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of September, 2022.

Attest:

Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer

Todd Burrick
Chief Underwriting Officer

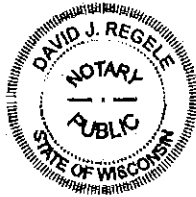


CAPITOL INDEMNITY CORPORATION

Adam L. Sills
Chief Executive Officer and President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 1st day of September, 2022 before me personally came Adam L. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is Chief Executive Officer and President of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 24th day of January, 2025



Suzanne M. Broadbent
Secretary

Effective Date: December 18, 1990

Expiration Date: April 1, 2024

State of Ohio
Department of Insurance
Certificate of Authority

This is to Certify, that

CAPITOL INDEMNITY CORPORATION

NAIC No. 10472

is authorized in Ohio to transact the business of insurance as defined in the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health	Nonrenew-Noted Reasons (A&H)
Allied Lines	Other
Boiler & Machinery	Other Accident only
Burglary & Theft	Other Liability
Collectively Renewable A & H	Surety
Commercial Auto - Liability	
Commercial Auto - No Fault	
Commercial Auto - Physical Damage	
Fidelity	
Fire	
Glass	
Group Accident & Health	
Guaranteed Renewable A & H	
Inland Marine	
Medical Malpractice	
Multiple Peril - Commercial	
Noncancellable A & H	

This Certificate of Authority is subject to the laws of the State of Ohio.



Mike DeWine, Governor

Judith L. French

Judith French, Director

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

Certificate of Compliance



Issued 03/20/2024

Effective 04/02/2024

Expires 04/01/2025

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

CAPITOL INDEMNITY CORPORATION

of Wisconsin is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health

Allied Lines

Boiler & Machinery

Burglary & Theft

Collectively Renewable A & H

Commercial Auto - Liability

Commercial Auto - No Fault

Commercial Auto - Physical Damage

Fidelity

Fire

Glass

Group Accident & Health

Guaranteed Renewable A & H

Inland Marine

Medical Malpractice

Multiple Peril - Commercial

Noncancellable A & H

Nonrenew- Stated Reasons (A&H)

Other

Other Accident only

Other Liability

Surety

CAPITOL INDEMNITY CORPORATION certified in its annual statement to this Department as of December 31, 2022 that it has admitted assets in the amount of \$714,523,665, liabilities in the amount of \$527,298,321, and surplus of at least \$187,225,344.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director



Resolution

Number 25-0401

Adopted Date March 25, 2025

ENTERING INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH KENSINGTON DEVELOPMENT COMPANY OF OHIO, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN LOSH LANDING NORTH, SECTION 4 SITUATED IN DEERFIELD TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to enter into the following Street and Appurtenances (including sidewalks) Security Agreement:

SECURITY AGREEMENT

Bond Number	:	25-004 (P/S)
Development	:	Losh Landing North, Section 4
Developer	:	Kensington Development Company of Ohio, LLC
Township	:	Deerfield
Amount	:	\$53,091.53
Surety Company	:	Capitol Indemnity Corporation (CIC1959719)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 25th day of March 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Developer
Surety Company
Bond Agreement file
Engineer (file)

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE
SECURITY AGREEMENT**

**STREETS AND APPURTENANCES
(including Sidewalks)**

Security Agreement No.

CIC1959719 25-004(P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between Kensington Development Company of Ohio, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Capitol Indemnity Corporation (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Losh Landing North **Subdivision, Section/Phase 4** (3) (hereinafter the "Subdivision") situated in Deerfield (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$265,457.64, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$ 12,440; and,

WHEREAS, the County Commissioners require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations and to require all Developers to post security in the sum of twenty percent (20%) of the estimated total cost of the Improvements after the completion of the Improvements and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Improvements as may be required between the completion and tentative acceptance of the Improvements and their final acceptance by the County Commissioners.

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$53,091.53 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 2 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$53,091.53 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the two years from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the **two year maintenance period** and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Board of County Commissioners
Attn: County Administrator
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1250

B. To the County Engineer:

Warren County Engineer
105 Markey Road
Lebanon, OH 45036
Ph. (513) 695-3336

C. To the Developer:

Kensington Development Company of Ohio, LLC

3333 Madison Pk Suite C

Ft. Wright, KY 41017

Ph. (859) 250 - 8285

D. To the Surety:

Capitol Indemnity Corporation

P.O. Box 5900, Madison, WI 53705 - 0900

Ph. (608) 829 - 4200

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested, and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

Certified check or cashier's check (attached) (**CHECK #** _____)

Original Letter of Credit (attached) (**LETTER OF CREDIT #** _____)

Original Escrow Letter (attached)

Surety Bond (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).

Surety obligation of national bank (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

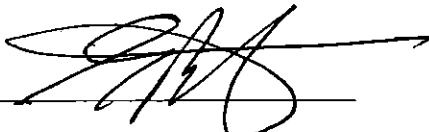
IN EXECUTION WHEREOF, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

DEVELOPER: Kensington Development Company
of Ohio, LLC

SURETY: Capitol Indemnity Corporation

Pursuant to a resolution authorizing the undersigned to execute this agreement.

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: 

SIGNATURE: 

PRINTED NAME: Greg Berling

PRINTED NAME: Liz Talbott

TITLE: President

TITLE: Attorney-in-Fact

DATE: 3/7/2025

DATE: 01/24/2025

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 25-0401, dated 3/25/25.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: Tom Grossman

TITLE: President

DATE: 3/25/25

RECOMMENDED BY:

By: Krist E Weber / RGH
COUNTY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

**CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

---RANDAL NOAH; LIZ TALBOTT; KATIE ROSE; NANCY NEMEC; TAMMY L. MASTERSON; TIFFIANY GOBICH; KELSEY BECKER ----
AUDRIA COLEMAN; KATHRINE KREKELER; MARK NELSON; MEGHAN SCHRAER; TRINITY LUKENS; GLADYS D. ROGERS

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00 -----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2002.


"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of September, 2022.

Attest:



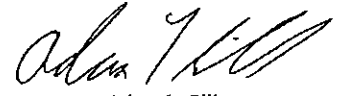
Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer



Todd Burrick
Chief Underwriting Officer



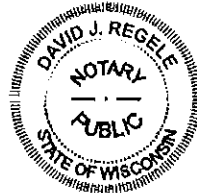
CAPITOL INDEMNITY CORPORATION



Adam L. Sills
Chief Executive Officer and President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 1st day of September, 2022 before me personally came Adam L. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is Chief Executive Officer and President of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

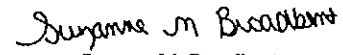


David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 24th day of January, 2025


Suzanne M. Broadbent
Secretary

Effective Date: December 18, 1990

Expiration Date: April 1, 2024

State of Ohio
Department of Insurance
Certificate of Authority

This is to Certify, that

CAPITOL INDEMNITY CORPORATION

NAIC No. 10472

is authorized in Ohio to transact the business of insurance as defined in the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health
Allied Lines
Boiler & Machinery
Burglary & Theft
Collectively Renewable A & H
Commercial Auto - Liability
Commercial Auto - No Fault
Commercial Auto - Physical Damage
Fidelity
Fire
Glass
Group Accident & Health
Guaranteed Renewable A & H
Inland Marine
Medical Malpractice
Multiple Peril - Commercial
Noncancellable A & H

Nonrenew-States Reasons (A&H)
Other
Other Accident only
Other Liability
Surety

This Certificate of Authority is subject to the laws of the State of Ohio.



Mike DeWine, Governor

Judith L. French

Judith French, Director

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director



Certificate of Compliance

Issued 03/20/2024

Effective 04/02/2024

Expires 04/01/2025

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

CAPITOL INDEMNITY CORPORATION

of Wisconsin is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health

Allied Lines

Boiler & Machinery

Burglary & Theft

Collectively Renewable A & H

Commercial Auto - Liability

Commercial Auto - No Fault

Commercial Auto - Physical Damage

Fidelity

Fire

Glass

Group Accident & Health

Guaranteed Renewable A & H

Inland Marine

Medical Malpractice

Multiple Peril - Commercial

Noncancellable A & H

Nonrenew- Stated Reasons (A&H)

Other

Other Accident only

Other Liability

Surety

CAPITOL INDEMNITY CORPORATION certified in its annual statement to this Department as of December 31, 2022 that it has admitted assets in the amount of \$714,523,665, liabilities in the amount of \$527,298,321, and surplus of at least \$187,225,344.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director



Resolution

Number 25-0402

Adopted Date March 25, 2025

APPROVING VARIOUS RECORD PLATS

BE IT RESOLVED, upon recommendation of the Warren County Regional Planning Commission, to approve the following Record Plats:

- Losh Landing North Section 4 Final Plat – Deerfield Township

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 25th day of March 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Plat File
RPC

Resolution

Number 25-0403

Adopted Date March 25, 2025

APPROVING OPERATIONAL TRANSFERS FROM SEWER 5580 (SURPLUS) INTO 5575 SEWER REVENUE PROJECTS

WHEREAS, it has previously been determined that the projects in Fund 5575 are going to be financed fully or partially through sewer revenue funds (surplus); and

WHEREAS, a portion of those funds are necessary to pay current and anticipated obligations within Fund 5575.

NOW THEREFORE BE IT RESOLVED, to approve the following Operational Transfers:

\$73,268.50 from #E-55803319-AAEXPENSE-55803319-5997 (Operational Transfers)
into #F-55753301 -AAREVENUE-5575-49000 (Carlisle Area Liftstation Improvements)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 25th day of March 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

mbz

cc: Auditor
Operational Transfer file
Water/Sewer (File)

Resolution

Number 25-0404

Adopted Date March 25, 2025

APPROVING APPROPRIATION ADJUSTMENTS WITHIN JUVENILE COURT FUND #2247

BE IT RESOLVED, to approve the following appropriation adjustments within Juvenile Court RECLAIM fund #2247:

\$19,902.00 from #22471242-5400 (Purchased Services)

\$12,902.00 into #22471242-5911 (Non-Taxable Meal Fringe)

\$ 7,000.00 into #22471242-5910 (Other Expense)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 25th day of March 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

Resolution

Number 25-0405

Adopted Date March 25, 2025

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN MARY HAVEN FUND
#2270

BE IT RESOLVED, to approve the following appropriation adjustments within Mary Haven
Fund #2270:

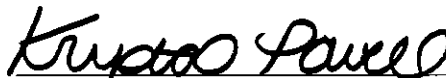
\$770.00 from #22701240-5102 (Regular Salaries)
 into #22701240-5881 (Sick Leave Payout)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon
call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 25th day of March 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adj. file
Mary Haven (file)

Resolution

Number 25-0406

Adopted Date March 25, 2025

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN THE SEWER REVENUE FUND #5580

WHEREAS, the Water and Sewer Department incurs costs pertaining to Unemployment Compensation; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs.

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation adjustment:

\$5,000.00 from #55803300-5998 (Reserve/Contingency)
into #55803300-5840 (Unemployment Compensation)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 25th day of March 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

mbz

cc: Auditor
Appropriation Adj. file
Water/Sewer (file)

Resolution

Number 25-0407

Adopted Date March 25, 2025

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN HEALTH INSURANCE
FUND #6632

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1,000.00	from	#66320100-5890	(Employer HSA Contribution)
	into	#66320100-5933	(Dental Claims)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 25th day of March 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adj. file
OMB (file)

Resolution

Number 25-0408

Adopted Date March 25, 2025

APPROVING REQUISITIONS AND AUTHORIZING THE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize Martin Russell, County Administrator, to sign on behalf of this Board of County Commissioners.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 25th day of March 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc:

Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
ENG	VILLAGE OF WAYNESVILLE	CVT 388 WAYNESVILLE TRAFFIC LGHT	\$ 91,388.45 *cvt/ previously approved resolution
WAT	CINCYAUTOS INC	WAT 2025 FORD F150 XL	\$ 44,055.00 *vehicle/ lower than state contract
WAT	CINCYAUTOS INC	2025 FORD SUPER DUTY F600	\$ 69,502.00 *vehicle/ lower than state contract
WAT	KARL ERICH ROSE	SEW INSTALL CRANE BODY ON TRK	\$ 7,700.00 *vehicle/ obtained 3 quotes
ENG	CITY OF LEBANON	ENG CVT 389 LEBANON ROAD REPAIR	\$ 99,074.25 *cvt/ resolution in packet
ENG	STRAND ASSOCIATES INC	SR 122 & ROBINSON-VAIL RD INTERSCT	\$ 201,000.00 *capital purchase/ previously approved resolution
ENG	MCGILL SMITH PUNSHON INC	ENG ZOAR & MOUNTS RD INTERSECT	\$ 253,600.00 *capital purchase/ previously approved resolution
ENG	TRANSPORTATION IMPROVEMNT DISTRICT	ENG FRANKLIN-TRENTON RD BRIDGE	\$ 514,150.00 *capital purchase/ previously approved resolution
EMS	POWERDMS INC BY NEOGOV	EMS POWER READY SUBSCRIPTION	\$ 4,938.02 *software/ contract in packet

Approve 3/25/25 by:



Martin Russell, County Administrator