

RESOLUTION TAKING FROM THE TABLE AND APPROVING AGREEMENT WITH GovOS FOR THE VACATION RENTAL COMPLIANCE MODULE LODGINGRev (LODGING TAX), COMMISSIONER'S OFFICE

WHEREAS, an agreement was presented and tabled on October 17, 2023 for the approval of the Board; and
WHEREAS, it is now necessary to take the resolution from the table and approve, to-wit:

- Scope:** this agreement provides customer access to a proprietary vacation rental auditor module, a permitting module, and online revenue collection services to be used by Ashtabula County in relation to lodging tax collection
- Provider:** GovOS, 8310 N. Capital of Texas Hwy., Bldg. 2 Ste. 250, Austin, TX 78731
- Cost:** **Not to Exceed**, \$12,500.00 (\$12,500 in year one and \$12,500 in year two)
- Term:** Effective for a two year period to begin upon signing; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the agreement noted above is hereby taken from the table and approved in accordance with the copy now on file in this office.

BE IT FURTHER RESOLVED that the Vice-President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2023-510

October 31, 2023

**RESOLUTION TAKING FROM THE TABLE AND APPROVING AGREEMENT WITH
GovOS FOR THE VACATION RENTAL COMPLIANCE MODULE LODGINGRev
(LODGING TAX), COMMISSIONER'S OFFICE**

Upon the motion of J.P. Ducro IV, seconded by Kathryn L. Whittington.

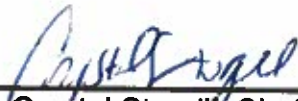
VOTE:

**Casey R. Kozlowski
Kathryn L. Whittington
J.P. Ducro IV**

**Absent
Aye
Aye**

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Crystal Sturgill, Clerk of the Board
Board of County Commissioners *Acting*
Ashtabula County, Ohio

2023-09-20



Short-Term Rental Solution

Ashtabula County, OH

Prepared for:

Jamie Arcaro

Ashtabula County, OH
25 W Jefferson St
Jefferson, Ohio, 44047

Submitted by:

Joshua Ruark

Customer Success Manager



8310 N. Capital of Texas Hwy.
Bldg. 2, Ste. 250, Austin, TX 78731

www.GovOS.com

0061P0000029iAkQAJ



Pricing Summary

Name	QTY	Annual Rate
<p>STR Identification and Compliance and Registration</p> <p>Ongoing compliance identification and monitoring for short term rental properties.</p> <p>Ongoing monitoring of new short term rental listings and properties, and an unlimited number of notification templates for compliance outreach.</p> <p>Unlimited, ongoing web and phone support are provided to all administrative staff as part of monthly hosting and support.</p> <p>Automated renewals.</p> <p>Automated registration task reminders to business owners and/or operators.</p> <p>Access to the admin functionality in the system, including but not limited to reports, reconciliation, notifications, approvals, cashiering, etc.</p> <p>Unlimited user logins for admins.</p> <p>Software hosting and license fees.</p> <p>Service and IT infrastructure, including 24/7/365 maintenance and support.</p> <p>Daily backups managed by our expert IT team.</p> <p>Enhancements released to all equivalent GovOS versions.</p>	1	\$6,250.00



STR Tax

1

\$6,250.00

Automated tax form reminders to business owners and/or operators. Automated assigned tax forms.

Online tax form with automatic tax and late fee calculations.

Annual Total: \$12,500.00

Total Contract Value: \$12,500.00

Term Details

Subscription Start Date: 2023-09-15

Subscription End Date: 2024-09-14

Subscription Terms: 12 Months

Additional Comments



Customer Acceptance

Contact Information	
Organization Name	
Street Address	
City, State, Zip	
Primary Contact Name	
Primary Contact Email	
Billing Details	
Billing Details	
Billing Contact Name	
Billing Contact Email	
Billing Contact Phone	
Invoice Delivery Method	<input type="checkbox"/> Email/Electronic (default) <input type="checkbox"/> Mail
Preferred Payment Method	<input type="checkbox"/> Check <input type="checkbox"/> Credit Card <input type="checkbox"/> ACH

- The pricing indicated in this Proposal is valid until 10/13/23.
- The "Subscription Start Date" for the subscription to the GovOS solution(s) provided in this Proposal (the "Subscription(s)") will align with current start date of September 15, 2023.
- Subscription fees for the Subscription(s) are pre-paid annually.
- The Invoice Date for the Subscriptions is the Subscription Start or Renewal Date. All invoices are due within thirty (30) days of the Invoice Date..
- This Subscriptions will automatically renew for additional one-year terms (each a "Renewal Term") unless either you or we notify the other of an intent not to renew at least ninety (90) days prior to the expiration of the then-current term.
- Pricing for each Renewal Term will include a ten percent (10%) increase from the prior term.
- Except as indicated below, all standard Terms of Use associated with the Subscription(s) can be found at <https://govos.com/business-licensing-and-tax/terms-of-use/> and are hereby incorporated into this Proposal.
 - Section 10a – Confidentiality shall be amended so that it is subject to Ohio Public Records Law;
 - Section 12 – Indemnification shall be amended so that your indemnity obligations are limited to only negligent acts unrelated to your use of the Service, and subject to a cap in the amount of fees payable



by you for the Subscription(s).

- Section 15 – Notice shall be amended so that notice shall be deemed to have been given upon the expiration of ten (10) business day after mailing or posting (if sent by first class mail or pre-paid post) or twelve (12) hours after sending (if sent by email).



Customer Acceptance

Customer Signature



Signature of Authorized Representative

President

Title

10/31/23

Date

GovOS Signature



Signature of Authorized GovOS Representative

CFO

Title

11/7/23

Date

ASHTABULA COUNTY SOFTWARE SERVICES ADDENDUM

This Addendum is hereby incorporated into the Agreement (the "Agreement") between Ashtabula County (the "County") and GovOS (the "Vendor") dated _____. Whereas the Services include computer software programs licensed by Vendor, the parties agree to the additional terms and conditions as set forth below. In the case of any conflict or ambiguity between the terms of this Addendum and the terms in the Agreement, the terms of this Addendum shall take precedence.

A. REPRESENTATIONS AND WARRANTIES

1. Vendor represents that it has sufficient training, expertise, staffing and experience to professionally provide the services as delineated in the Agreement and any exhibits attached thereto.
2. Vendor represents and warrants to County that neither Vendor, in connection with performing the services in performance of this Contract, nor the completed product delivered by Vendor, will infringe any patent, copyright, trademark, trade secret or other proprietary right of any person. Vendor further represents and warrants to County that it will not use any trade secrets or confidential or proprietary information owned by any third party in performing the services related to this Contract or in delivery of the completed product unless Vendor has the authority to license, use or provide those trade secrets or confidential or proprietary information to County. Vendor further represents and warrants to County that neither Vendor nor any other company or individual performing services pursuant to this Contract is under any obligation to assign or give any work done under this Contract to any third party.

B. INTELLECTUAL PROPERTY INFRINGEMENT

1. Vendor, at its own expense, shall defend and indemnify County against claims that products furnished under this Contract infringe a United States patent or copyright or misappropriate trade secrets protected under United States law.
2. As to any product which is subject to a claim of infringement or misappropriation, Vendor may (a) obtain the right of continued use of the product for County or (b) replace or modify the product to avoid the claim. If neither alternative is available on commercially reasonable terms then, at the request of Vendor, any applicable Software license and its charges will end, County will stop using the product, and will return the product to Vendor. Upon return of the product, Vendor will give County a credit for the price paid to Vendor, less a reasonable offset for use and obsolescence.

C. INSURANCE

Vendor shall secure and maintain Cyber Liability and Security Insurance or equivalent insurance product(s), with minimum liability limits of not less than \$5,000,000 and first party limits of not less than \$1,000,000, that will provide, without cost to the Vendor or County, an immediate response in the event of a data breach, including meeting all notification obligations of Vendor and County and, in the event the Data Breach involves personal information as defined by Chapter 1347 of the Ohio Revised Code, provide free credit monitoring for any affected individual for a minimum period of one year.

D. CONFIDENTIALITY

1. Either Party who discloses Confidential Information, as defined herein, is a “Disclosing Party” for purposes of this Article, and either Party who receives such Confidential Information is a “Receiving Party” for purposes of this Article. “Confidential Information” means inventions, ideas, intellectual property, formulae, patterns, compilations, programs, methods, techniques, processes, data, designs, algorithms, source code, object code, research plans, business plans, financial forecasts, business opportunities, pricing lists, customer lists, personnel lists, financial statements, and similar information, whether written or oral, that generally is not known to the public and is the subject of reasonable efforts to maintain its secrecy. Notwithstanding the foregoing, Confidential Information shall not include information that (a) is or becomes generally available to the public other than as a result of disclosure thereof by the Receiving Party, (b) is or becomes available to the Receiving Party on a non-confidential basis from a source (other than the Disclosing Party) which is not prohibited from disclosing such Confidential Information to the Receiving Party by a legal, contractual or fiduciary obligation to the Disclosing Party, (c) Receiving Party can demonstrate is independently developed by Receiving Party without use, directly or indirectly, of any Confidential Information, or (d) is required to be disclosed by law, including under O.R.C. Chapter 149, or by valid court order.
2. Confidential Information furnished directly or indirectly by the Disclosing Party to the Receiving Party or to any directors, officers, employees, agents, attorneys, accountants, advisors, affiliates, and other representatives and potential financing sources of the Receiving Party (collectively, “Representatives”), whether obtained by or furnished to the Receiving Party prior, contemporaneously, or subsequent to the Effective Date, shall be kept confidential and shall not, without the Disclosing Party's express prior written consent, be disclosed by the Receiving Party or its Representatives in any manner whatsoever, in whole or in part, and shall not be used by the Receiving Party or its Representatives other than in connection with this Agreement. Each party agrees to reveal the Confidential Information only to its Representatives who need to know the Confidential Information for the purpose of this Agreement, who are informed of the confidential nature of the Confidential

Information and who agree to act in accordance with the terms and conditions of this Agreement.

3. In the event the Receiving Party or any party to which it transmits the Confidential Information pursuant to this Agreement becomes legally compelled to disclose any of the Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt notice so that the Disclosing Party may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, the Receiving Party shall furnish only that portion of the Confidential Information which it is advised by written opinion of counsel is legally required, and the Receiving Party shall exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information.
4. Each party acknowledges and agrees that, given the nature of the Confidential Information, money damages would not be a sufficient remedy for any breach of this Article, and that, in addition to all other remedies, the aggrieved party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach.

E. PUBLIC RECORDS

By entering into the Agreement, Vendor acknowledges and understands that records maintained by Vendor pursuant to the Agreement may be deemed public records and subject to disclosure under Ohio law. Vendor agrees to comply with Ohio Revised Code Chapter 149 and all public record laws and shall be responsible for any and all costs related to disclosing public records in its possession. Vendor further agrees that it will not in any manner interfere with County's access to any County public records, court records, data, or information in Vendor's possession or under Vendor's control. Vendor shall ensure that any software or hardware it owns, maintains, distributes, licenses, or in any manner controls or is utilized to access County public records, court records, information, or data will house or be able to be utilized in such a manner that ensures County's accessibility and readability to such public records, court records, information, and data before and after the term of the Agreement. Vendor agrees that it will not take any action or refrain from any action that corrupts, destroys, interferes with, or in any way limits County's ability to utilize any County public records, court records, data, or information during or after the term of the Agreement. Vendor acknowledges that taking or refraining from any action that in any way prevents, harms, or limits County's ability to access or utilize County public records, court records, data, or information is a material breach of the Agreement and a violation of Ohio law. Vendor shall transfer a copy of all electronically formatted County public records, court records, data, and information in its possession, under its control, or kept on any software or hardware it maintains, distributes, or licenses to County in a format suitable to for use by County, as determined by County, within ten (10) days after termination of the Agreement unless an alternative

time period or arrangement for such transfer is agreed upon by the Parties in writing and formally executed as an amendment to the Agreement. Vendor or its agents and assigns shall be responsible for the cost of the aforementioned transfer of public records, court records, information, and data to the County.

F. DATA SECURITY

Vendor shall implement and maintain all appropriate administrative, physical, technical and procedural safeguards at all times during the term of this Contract to secure any County Data (which shall be defined as “any information provided to, or collected, generated, stored, or processed by the system, including user identification information and metadata which may contain such information or from which such information may be ascertainable”) from any access, destruction, loss, theft, use, modification or disclosure of data by an unauthorized party or that is in violation of Agreement terms and/or applicable state or federal law (a “Data Breach”), and protect the data from hacks, introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt the County access to its data, Vendor shall quarantine the Data Breach, ensure secure access to data, and repair the Services as needed in accordance with the Contract Documents. Failure to do so may result in the County exercising its options for assessing damages or other remedies under this Agreement. Upon discovery or reasonable belief of any Data Breach, Vendor shall provide notice, by phone and through electronic mail, to County within the lesser of twelve (12) hours or the timeframe required by applicable laws and regulations after Vendor reasonably believes there has been such a Data Breach. To the extent known at the time of notification, Vendor’s notice shall include:

- (a) The nature of the Data Breach;
- (b) The County Data accessed, used or disclosed;
- (c) The person(s) who accessed, used, disclosed and/or received County Data (if known);
- (d) What Vendor has done or will do to quarantine and mitigate the Data Breach; and
- (e) What corrective action Vendor has taken or will take to prevent future Data Breaches.

Vendor shall conduct an investigation of the Data Breach and shall share the report of the investigation with the County. The County and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Vendor shall cooperate fully with the County, its agents and law enforcement.

G. RIGHTS TO DATA

The parties agree that as between them, all rights, including all intellectual property rights, in and to County Data shall remain the exclusive property of the County, and Vendor has a limited, non-exclusive license to access and use the County Data as

provided to Vendor solely for performing its obligations under the Contract. Nothing herein shall be construed to confer any license or right to the County Data, including user tracking and exception County Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of County Data by Vendor or third parties is prohibited. For the purposes of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized.

County shall have the ability to export County Data in partial or in entirety at its discretion without interference from the Vendor. This includes the ability for the County to export data to other service providers.

Upon expiration or termination of the Agreement for any reason, Vendor agrees to provide County with a copy of County's data files, in a format reasonably determined by County, and within forty-five (45) days unless otherwise determined by County. After written notification to Vendor of verified inspection of the returned data by County, Vendor will make commercially reasonable efforts to destroy any County data under Vendor control (other than such that is retained solely as part of Vendor's backup data, which data shall be destroyed in the ordinary course of Vendor's business, but no later than a year), including County data stored at any off-site back-up facility. Vendor shall provide County with a certification of destruction within an additional forty-five (45) days of notification of the verified inspection of the returned data.

Agreed upon and accepted by:

Ashtabula County, Ohio:

By:  _____

Date: 10/31/23

Its: President _____

GovOS:

By:  _____

Date: 11/1/23 _____


Its: CFO _____

Signature Page

Agreement Title: **Gov OS Contract Renewal**

(Lodging tax collection software)

Approved as to Legal Form Only:

By:  _____
Colleen M. O'Toole,
Ashtabula County Prosecutor

Contact: Lisa Hawkins, Clerk

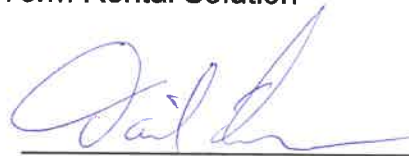
Dated: _____, 2023

FISCAL OFFICER'S CERTIFICATE

5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the 2023/2024, under the Agreement, has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection to the credit of fund outlined in 1040.001.100-650 not to exceed \$12,500.00 for the remainder of the year 2032/2024 and free from any previous encumbrances.

Agreement Title: GovOS- Short-Term Rental Solution

A handwritten signature in blue ink, appearing to read "David Thomas", written over a horizontal line.

**David Thomas, Ashtabula
County Auditor**

Contact: Lisa Hawkins, Clerk

Date: September 26, 2023