

**RESOLUTION APPROVING AGREEMENT, SOFTWARE SERVICES ADDENDUM AND AMENDMENT TO AGREEMENT BY AND BETWEEN THE ASHTABULA COUNTY BOARD OF COMMISSIONERS AND AUTOAGENT DATA SOLUTIONS, LLC FOR THE ACCEPTANCE OF PAYMENTS BY FINANCIAL TRANSACTION DEVICES (CREDIT CARDS) FOR EXPENSES OWED TO ASHTABULA COUNTY TREASURER**

WHEREAS, an agreement, Software Services Addendum and an amendment to Payment Solutions Service Agreement have been presented for the approval of the Board, to-wit:

**Scope of Contract:** agreement, software services addendum and amendment for acceptance of payments by financial transaction devices (credit cards) for expenses owed to the Ashtabula County Treasurer.

**Provider:** Autoagent Data Solutions LLC, 433 Plaza Real, Suite 275 Boca Raton, FL 33432

**Cost:** None to the county

**Contract Period:** Begins upon approval, ending three calendar years from this date, may renew for additional one year periods of time unless either party provides 30 days written notice of intent to not renew

WHEREAS, this Board of Commissioners approves the agreement, software services addendum and the amendment; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the agreement, software services addendum and amendment with Autoagent Data Solutions LLC is approved in accordance with the copies now on file in this office.

BE IT FURTHER RESOLVED that the 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. 2024-470

October 08, 2024

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Upon the motion of J.P. Ducro IV, seconded by Casey R. Kozlowski.

**VOTE:**

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



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Lisa Hawkins, Clerk of the Board  
Board of County Commissioners  
Ashtabula County, Ohio

**AGREEMENT:**

The Implementation, Hosting and Maintenance of the  
Online Payment Portal Solution known as "MuniciPay"

**Prepared for:**

Ashtabula County Treasurer, OH.



**AGREEMENT**

This AGREEMENT (the "Agreement") is made and entered into as of \_\_\_\_\_ (the "Effective Date"), by and between Autoagent Data Solutions, LLC and its affiliates (hereinafter, "Company"), a Delaware corporation, maintaining its principal place of business at 433 Plaza Real, Suite 275, Boca Raton, FL 33432, and Ashtabula County Treasurer, OH. (hereinafter, "Merchant"), a government agency maintaining its principal place of business at 25 West Jefferson Street, Jefferson, OH 44047.

1. **SERVICE:** Company shall make the online payment portal solution known as "MuniciPay" ("MuniciPay") available to Merchant at no cost to Merchant subject to the terms and conditions set out in this Agreement. Merchant may utilize MuniciPay as an online and in-person payment processing solution for the Department and Payment Types as listed in Section 4 below.
2. **TERM:** This Agreement shall be in effect for a period of three (3) years from the Effective Date and shall be renewed automatically for successive one (1) year terms thereafter unless either party provides not less than thirty (30) days' written notice of its intent not to renew. Notwithstanding the foregoing, either party may terminate this Agreement for convenience at any time upon thirty (30) days' written notice to the other party.
3. **TERMINATION:** Either party may terminate this Agreement at any time during the term or any renewal term upon the occurrence or any one or more of the following:
  - a. A breach of any material provision of this Agreement by the other party that remains uncured more than ten (10) business days after the party's receipt of written notice thereof; and
  - b. The other party's failure to pay any amount owed under this Agreement for more than ten (10) business days after the date such amount is due to be paid.
4. **DEPARTMENT AND PAYMENT TYPES:** Merchant may use Muncipay for the following payment transactions ("Payment Transactions"):
  - Treasurer's Office
    - Property Tax
    - Mobile Home Tax
5. **SERVICE FEES:** There are no service fees (hereinafter, "Fees") to be paid to Company by Merchant associated with its use of the MuniciPay solution. Rather, Company shall collect Fees from end users of the MuniciPay solution ("Payers"). Payers are individuals or entities who make Payment Transactions to Merchant using MuniciPay.

The Fees that Company may collect from Payers are as follows:

- Treasurer's Office
  - Electronic Checks / ACH: \$1.50
  - Debit Cards / Credit Cards: 2.35% with a \$2.00 minimum

† The Fee for payments made via IVR shall include a \$0.00 surcharge in addition to the amounts specified above.

6. **MUNICIPAY PLATFORM AVAILABILITY:** Company shall make the MuniciPay solution available to Merchant 7 days a week, 24 hours a day with availability equal to or in excess of 99% per month, excluding scheduled maintenance windows.
7. **PROGRAMMING:** Company shall not have access to any computer hardware of the Merchant. Company shall perform all programming and customization for Merchant within the MuniciPay solution.
8. **BILLING DATA DELIVERY:** If Merchant's use of the MuniciPay solution requires the provision of updated billing information, Merchant agrees to supply updated billing data to Company a minimum once per business day during the billing cycles, either directly or through Merchant's Integrated Software Vendor. Merchant will post its transactions either by daily batch or, if available, by real-time API.



9. **IN-PERSON DEVICES:** Company shall provide the following devices to Merchant on the terms specified below:
- Three (3) IDTech Chip Reader EMV device(s) – free of charge (normally \$229/each retail price)
  - Merchant may purchase additional devices at Company's then-current pricing at the time of purchase
  - All devices will have a one-year warranty
10. **MAINTENANCE AND HOSTING; USE:** Company will host and maintain the MuniPay solution as part of its service. The Merchant shall not be responsible for any expenditures that Company may incur in relation to the hosting and maintaining the MuniPay solution.
11. **CUSTOMER SERVICE:** Merchant will be responsible for customer service regarding the primary transaction, including general questions, voids, returns, and refunds. Company will support Merchant and communicate directly with Payers regarding escalated issues that cannot be handled by Merchant's staff. Company will be responsible for customer service regarding the service Fee transaction.
12. **MERCHANT'S PAYMENT OBLIGATIONS:** Merchant understands and agrees that it shall be responsible for any chargebacks or returns of transactions processed through the MuniPay solution (excluding service Fee transactions). Merchant agrees to pay to Company, promptly upon notice from Company but in no event more than ten (10) business days after Merchant's receipt of written notice thereof, any such chargeback or return amounts, as well as any fines, fees, penalties or other amounts incurred by Company and caused by or resulting from Merchant's violation of applicable law or regulations, or rules of the payment card networks (e.g., Visa, Mastercard, American Express, Discover, etc.).
13. **PCI COMPLIANCE:** Each of the parties hereto agrees to comply with applicable requirements of PCI DSS throughout the term of this Agreement.
14. **OWNERSHIP AND LICENSE:** Merchant shall have no ownership of the MuniPay solution, including any modifications made thereto. Any and all intellectual property developed and compiled by Company pursuant to this Agreement shall be the sole property of Company. Merchant agrees to use the MuniPay solution only for processing payments as contemplated by this Agreement. Merchant shall not copy, reproduce, decompile/recompile, or reconstruct the MuniPay solution, and shall not use the MuniPay solution for any unlawful or improper purpose or otherwise misuse the MuniPay solution. Merchant shall not allow any person or entity other than Merchant and its authorized personnel to use the MuniPay solution to accept payments.

This Agreement shall be governed by the laws of the State of Ohio.





**ACCEPTANCE**

The undersigned execute the foregoing agreement by placing their signatures below as of the Effective Date.

**FOR THE MERCHANT:**


**FOR AUTOAGENT:**

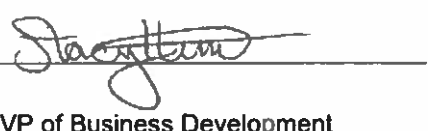
Company: Ashtabula County Commissioners

Company: Autoagent Data Solutions, LLC

Name: Kathryn Whittington

Name: Stacy Hunt

Signature: 

Signature: 

Title: President

Title: VP of Business Development

Address: 25 W. Jefferson St.  
Jefferson, OH 44047

Address: 433 Plaza Real, Suite 275  
Boca Raton, FL 33432



**AMENDMENT**

This Amendment to the Agreement for Implementation, Hosting and Maintenance of the Online Payment Portal Solution known as “MuniciPay” (“Agreement”) is entered between Ashtabula County Board of Commissioners (“County”) and Autoagent Data Solution, LLC (“Vendor”). The County and Vendor are sometimes collectively referred to herein as the “Parties” and individually as a “Party.”


The Parties agree to the amend the Agreement as follows:

1. Subsequent to the Term, the Agreement may renew for additional one year periods at the sole discretion of the County. Notwithstanding the foregoing, either party may elect not to renew the Agreement by providing to the other party written notice of that election not later than ninety (90) days before the end of the then-current Term.
2. The County’s total liability under the Agreement shall be limited to the amount set forth in the Auditor’s certificate accompanying the Agreement. The Auditor’s certificate shall include, without limitation, the County’s liability for chargebacks of taxpayer/customer payment transactions. Under no circumstances shall the elected officials, officers, employees, council members, or agents of the County be personally liable for any obligations or claims arising out of or related to this Agreement. No change or additional schedule to the Agreement shall be effective against the County without a new Auditor’s certificate.
3. All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligations of the parties shall be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court of Ashtabula County, Ohio, and each party hereby expressly consents to the jurisdiction of such court.
4. The County’s Software Services Addendum attached hereto shall be incorporated into the Agreement as if fully set forth therein.

All other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict or ambiguity between any provision of this Amendment and the Agreement, the provisions of this Amendment shall take precedence.

Agreed upon and accepted by:

AUTOAGENT DATA SOLUTIONS, LLC

By: 

Date: 9/30/2024

Its: Stacy Hunt, VP of Business Development

ASHTABULA COUNTY

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

Date: 10-8-24

Its: President

Approved as to Legal Form Only:

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

Colleen M. O'Toole,  
Ashtabula County Prosecutor

## **ASHTABULA COUNTY SOFTWARE SERVICES ADDENDUM**

This Addendum is hereby incorporated into the Agreement or Implementation, Hosting and Maintenance of the Online Payment Portal Solution known as “MuniciPay” (the “Agreement”) between Ashtabula County (the “County”) and Autoagent Data Solutions, LLC (“Vendor”). Whereas the Services includes 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 \$2,000,000 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 available to the public, 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) business days after Vendor's receipt of County's written request following 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 twenty-four (24) 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 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.

To the extent normally available for customer export through Vendor's customer-facing systems, 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 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, 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. Notwithstanding the foregoing, Vendor shall not be required to delete or destroy any data that it is required to retain by applicable law or regulation of the payment card networks or that it must retain for financial auditing purposes.

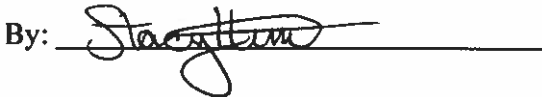
Agreed upon and accepted by:

Ashtabula County, Ohio:

By:   
Its: President

Date: 10-8-24

Autoagent Data Solutions, LLC:

By:   
Its: Stacy Hunt, VP of Business Development

Date: 9/30/2024

