

RESOLUTION APPROVING INFORMATION EXCHANGE AND NON-DISCLOSURE AGREEMENT BY AND BETWEEN WINDSTREAM SERVICES, LLC AND ASHTABULA COUNTY

WHEREAS, an Information Exchange and Non-Disclosure Agreement has been presented for the approval of the Board of Commissioners; and

WHEREAS, the agreement being further outlined as follows:

- Provider:** Windstream Services, LLC, 4001 N. Rodney Parham Road, Little Rock, Arkansas 72212
- Service:** An agreement with Windstream regarding information, including confidential proprietary, trade secret, and/or critical telecommunications infrastructure information that is not required to be disclosed pursuant to state open records laws.
- Effective Date:** commence on the effective date and extends with regard to all Proprietary Information until 3 years after the date of final disclosure of proprietary information; 3 years after termination of expiration of any contact between the parties; or for so long as any proprietary information is protected by law as a trade secret.

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the agreement as outlined above is approved in accordance with a copy 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. 2021-304

August 10, 2021

**RESOLUTION APPROVING INFORMATION EXCHANGE AND NON-DISCLOSURE
AGREEMENT BY AND BETWEEN WINDSTREAM SERVICES, LLC AND
ASHTABULA COUNTY**

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.



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

INFORMATION EXCHANGE AND NON-DISCLOSURE AGREEMENT

THIS INFORMATION EXCHANGE AND NONDISCLOSURE AGREEMENT ("Agreement") is dated and effective as of August 10, 2021 ("Effective Date"), by Windstream Services, LLC, and its Affiliates, whose principal place of business is 4001 N. Rodney Parham Road, Little Rock, Arkansas 72212, on behalf of itself and its Affiliates (collectively, "Windstream"), and Ashtabula County, Ohio, whose principal address is 25 W. Jefferson St. Jefferson ("Partner"). The terms "Windstream" and "Partner" include authorized consultants, agents, or other representatives. Oh, 44047

Windstream may disclose certain information, including confidential proprietary, trade secret, and/or critical telecommunications infrastructure information that is not required to be disclosed pursuant to state open records laws ("Proprietary Information").

IN CONSIDERATION of the mutual promises and obligations contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Windstream and Partner agree as follows:

1. Partner will protect Proprietary Information it accesses, receives or is provided by or on behalf of Windstream from any use, distribution or disclosure using the same standard of care to protect same as Partner uses to protect its own similar confidential and proprietary information, but no less than a reasonable standard of care.
2. Proprietary Information remains at all times the property of Windstream. Upon Windstream's request, all or any requested portion of the Proprietary Information (including, but not limited to, tangible and electronic copies, notes, summaries or extracts of any Proprietary Information) will be promptly returned to Windstream or destroyed, and Partner will provide Windstream with written certification stating that such Proprietary Information has been returned or destroyed.
3. If Partner is required to provide Proprietary Information to the public, a court or government agency pursuant to a lawful request, Partner must first provide Windstream with prompt written notice of such requirement, if not prohibited by law, and cooperate with Windstream to appropriately protect against or limit the scope of such disclosure.
4. The term of this Agreement and the parties' obligations hereunder commence on the Effective Date and extend with regard to all Proprietary Information until three (3) years after the date of final disclosure of Proprietary Information, three (3) years after termination or expiration of any contract between the parties, or for so long as any Proprietary Information is protected by law as a trade secret.
5. Any breach or threatened breach of this Agreement is likely to cause Windstream irreparable harm for which money damages may not be an appropriate or sufficient remedy. As such, Windstream is entitled to receive injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement. No forbearance, failure or delay in exercising any right, power or privilege is waiver thereof, nor does any single or partial exercise thereof preclude any other or future exercise thereof, or the exercise of any other right, power or privilege.
6. If and to the extent any provision of this Agreement is held invalid or unenforceable at law, such provision will be deemed stricken from the Agreement, and the remainder of the Agreement will continue in effect and be valid and enforceable to the fullest extent permitted by law.
7. This Agreement is the entire agreement with respect to exchange of information between Windstream and Partner hereunder and may not be modified or amended except by a written instrument signed by both parties. This Agreement may be executed in counterparts, and signatures exchanged by facsimile or other electronic means are effective for all purposes hereunder to the same extent as original signatures.

IN WITNESS WHEREOF, the parties' authorized representatives have signed this Agreement:

Windstream Services, LLC:

Partner:

By:

Chris Thomas
(Authorized Signature)

By:

Kathryn Whittington
(Authorized Signature)

Name:

Chris Thomas
(Print or Type)

Name:

Kathryn Whittington
(Print or Type)

Title:

VP, Gov't Affairs

Title:

President

8-10-21