

CITY COUNCIL

Committee Meeting

Doug Joseph, President
Caleb Skinner, Ward 1
Brett Luzader, Ward 2
Marshall Spalding, Ward 3
Mel Clemens, Ward 4
Barth Cotner, At-Large
Stacie A. Baker, At-Large
Kristin J. Bryant, At-Large

7232 East Main Street
Reynoldsburg, OH 43068
www.ci.reynoldsburg.oh.us

Mollie Prasher, Clerk of Council
614-322-6836

Barth R. Cotner, Committee Chairman

Monday, September 23, 2019

Council Chambers

FINANCE AND ADMINISTRATION COMMITTEE MEETING

1. CALL TO ORDER - ROLL CALL

2. APPROVAL OF AGENDA

3. APPROVAL OF MINUTES

A. FINANCE AND ADMINISTRATION COMMITTEE – COMMITTEE MEETING –
SEPTEMBER 9, 2019

4. LEGISLATION FOR EMERGENCY ADOPTION

A. A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS
DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE
NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY
AUDITOR, AND DECLARING AN EMERGENCY (FIRST READING 9/9/2019)

B. A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS
DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE
NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY
AUDITOR, DECLARING AN EMERGENCY, AND DECLARING AN
EMERGENCY (FIRST READING 9/9/2019)

5. LEGISLATION FOR SECOND READING

- A. AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A 36-MONTH CONTRACT FOR AUTOMATION OF PAYROLL TIME KEEPING AND ATTENDANCE WITH NOVATIME TECHNOLOGY, INC (FIRST READING 9/9/2019)

- B. AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A RENEWAL CONTRACT WITH MUTUAL OF OMAHA FOR EMPLOYEE LIFE, ACCIDENTAL DEATH & DISMEMBERMENT, SHORT TERM DISABILITY AND LONG TERM DISABILITY INSURANCE FOR THE PERIOD OF JANUARY 1, 2020 THROUGH JANUARY 1, 2022 (FIRST READING 9/9/2019)

6. LEGISLATION FOR THIRD READING

- A. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH VIEWPOINT CLOUD SOLUTIONS FOR THE PURCHASE OF NEW PERMITTING SOFTWARE AND RELATED SERVICES (SECOND READING 9/9/2019)

MINUTES COMMITTEE MEETING
 REYNOLDSBURG FINANCE AND ADMINISTRATION COMMITTEE
 September 9, 2019

Chairman Barth R. Cotner called the meeting to order at 8:21 PM

Call to Order - Roll Call

PRESENT: Clemens, Cotner, Luzader, Spalding

ABSENT:

Approval of Agenda

Approval of Minutes

a. Finance and Administration Committee – Committee Meeting – July 22, 2019

RESULT:	ACCEPTED
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NEW LEGISLATION/DISCUSSION ITEMS

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A 60-MONTH CONTRACT FOR AUTOMATION OF PAYROLL TIME KEEPING AND ATTENDANCE WITH NOVATIME TECHNOLOGY, INC --- Cotner. Finance and Administration Committee.

Mr. Cicak: When I took office I promised to improve to relationship between the Auditor's office and the City departments, well I can assure you there is nothing less popular then proposing an electronic time keeping and attendance system. Let me be clear, I am not proposing this legislation because I feel there is a lack of over site in the administration or because there is any problem of reporting hours or overtime, that's not the case at all. I am proposing this legislation because I need that hours back from my department that it takes doing the calculations of paper. The proposal is going to save my office a lot of money and it will increase the efficiency for the City and save a lot of paper.

Mr. Cotner: Anymore to elaborate on that though? What's the process look like now then that it becomes cumbersome in that office?

Mr. Cicak: Well were going to do it in phases. It will only be the City departments that are here in City Hall. Not the Police Department. There's two time clocks that are going to be in the Water Department, I think one in the Street Department. And there will be a lot of training. It wont take effect until they next administration. We have a lot of time in between to get things done.

Mr. Joseph: The particular vendor you picked, do we have intelligence from other communities that have used this particular vendor and what's their vendor experience.

Mr. Cicak: I know the City of Toledo and Norfolk uses them, its a nationwide company. I am not sure of the local companies because my staff picked them. The finance for the City and our Payroll specialist are the ones that interviewed and went through all these, all the proposals.

Minutes Acceptance: Minutes of Sep 9, 2019 7:33 PM (Approval of Minutes)

MINUTES COMMITTEE MEETING
REYNOLDSBURG FINANCE AND ADMINISTRATION COMMITTEE
September 9, 2019

Mr. Joseph: Ok, the reason I mention that is that anytime you move to something fully electronic like this, if there is bugs in the system that could really be a problem fix.

Mr. Cicak: That was one of the reasons why they chose this company because its seamless with out accounting system now.

Mr. Spalding: What are the maintenance fees going forward per year, is there an annual fee that we will be paying?

Mr. Cicak: One of the things that I changed, in your proposal it shows its for 60 months, I had it changed to 36 months because the, I just wanted to make sure it was a good fit. I think its about \$12,000.00 a year. Its much less than hiring a new person.

Mr. Spalding: Sure. That's realistic for that type of software.

Mr. Cotner: We will talk a little more on it, its good that we don't have to rush through it. We will ask questions and communicate.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 9/9/2019 7:35 PM
MOVER:	Barth R. Cotner, Chairman	
SECONDER:	Marshall Spalding, Ward 3 Councilmember	
AYES:	Clemens, Cotner, Luzader, Spalding	

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A RENEWAL CONTRACT WITH MUTUAL OF OMAHA FOR EMPLOYEE LIFE, ACCIDENTAL DEATH & DISMEMBERMENT, SHORT TERM DISABILITY AND LONG TERM DISABILITY INSURANCE FOR THE PERIOD OF JANUARY 1, 2020 THROUGH JANUARY 1, 2022 --- Cotner. .

Ms. Boller: This legislation is for the renewal for the contract with Mutual of Omaha for employees life, accidental death and dismemberment, the short and long term disability benefits. Mutual of Omaha is offering us a 24 month renewal at no increase cost, we will be paying the same for the next two years as we are paying right now.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 9/9/2019 7:35 PM
MOVER:	Barth R. Cotner, Chairman	
SECONDER:	Mel Clemens, Ward 4 Councilmember	
AYES:	Clemens, Cotner, Luzader, Spalding	

RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR, AND DECLARING AN EMERGENCY

Minutes Acceptance: Minutes of Sep 9, 2019 7:33 PM (Approval of Minutes)

MINUTES COMMITTEE MEETING
REYNOLDSBURG FINANCE AND ADMINISTRATION COMMITTEE
September 9, 2019

Mr. Cicak: In July we passed the tax budget for the City. Its a statutory requirement for Franklin County and Licking County. This one if for Franklin County accepting those rates.

Mr. Cotner: Try to get this passed next week...

Mr. Cicak: And I appreciate our new clerk making a resolution instead of an ordinance because it does need to be passed by the next Council meeting.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 9/9/2019 7:35 PM
SECONDER:	Brett Luzader, Ward 2 Councilmember	
AYES:	Clemens, Cotner, Luzader, Spalding	

A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR, DECLARING AN EMERGENCY. AND DECLARING AN EMERGENCY

Mr. Cicak: This is the same situation, its a statutory requirement. In July we passed our tax budget, this in the resolution accepting those rates.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 9/19/2019 6:30 PM
SECONDER:	Marshall Spalding, Ward 3 Councilmember	
AYES:	Clemens, Cotner, Luzader, Spalding	

LEGISLATION FOR EMERGENCY ADOPTION

AN ORDINANCE UNAPPROPRIATING FUNDS FROM AN ACCOUNT IN THE HUMAN RESOURCES DEPARTMENT AND APPROPRIATING FUNDS TO AN ACCOUNT IN THE CIVIL SERVICE DEPARTMENT; AND DECLARING AN EMERGENCY. --- Cotner. .

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 9/9/2019 7:35 PM
MOVER:	Barth R. Cotner, Chairman	
SECONDER:	Mel Clemens, Ward 4 Councilmember	
AYES:	Clemens, Cotner, Luzader, Spalding	

LEGISLATION FOR SECOND READING

AN ORDINANCE AUTHORIZING MAYOR TO ENTER INTO CONTRACT WITH VIEWPOINT CLOUD SOLUTIONS, FOR THE PURCHASE OF NEW PERMITTING SOFTWARE AND RELATED SERVICES. --- Cotner. Finance and Administration Committee.

Minutes Acceptance: Minutes of Sep 9, 2019 7:33 PM (Approval of Minutes)

MINUTES COMMITTEE MEETING
REYNOLDSBURG FINANCE AND ADMINISTRATION COMMITTEE
September 9, 2019

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 9/9/2019 7:35 PM
MOVER:	Barth R. Cotner, Chairman	
SECONDER:	Brett Luzader, Ward 2 Councilmember	
AYES:	Clemens, Cotner, Luzader, Spalding	

Minutes Acceptance: Minutes of Sep 9, 2019 7:33 PM (Approval of Minutes)

City Auditor's Office

Stephen Cicak
7232 E. Main Street
Reynoldsburg OHIO 43068
614/322-6858 Phone

RESOLUTION REQUEST

DATE: September 23, 2019

TO: Finance and Administration Committee

RE: Resolution Accepting the Amounts and Rates as Determined by the Budget Commission and Authorizing the Necessary Tax Levies and Certifying Them to the County Auditor due October 1st

Approval:

Completed Brad McCloud	Jed Hood	Completed Stephen Cicak
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Emergency/Suspension: Emergency

Reason For Emergency: Financial needs of the City's government

WHEREAS, the Council of the City of Reynoldsburg in accordance with the provisions of law is required to adopt a Tax Budget for the next succeeding fiscal year commencing January 1, 2020; and

WHEREAS, the Budget Commission of Franklin County, Ohio, has certified its action thereon to the Council for the City of Reynoldsburg together with an estimate by the Franklin County Auditor of the rate of each tax necessary to be levied by this Council, and what part thereof is without, and what part within the ten mill limitation; and

THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO, that the amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted;

AND BE IT FURTHER RESOLVED that:

City Auditor's Office**Stephen Cicak****7232 E. Main Street****Reynoldsburg OHIO 43068****614/322-6858 Phone**

Section 1: The City Auditor is hereby authorized, on behalf of the City of Reynoldsburg to file
“Schedule A” with the Franklin County Auditor.

Section 2: It is hereby levied on the tax duplicate of the City of Reynoldsburg the rate of each
tax
necessary to be levied within and without the ten mill limitation.

Section 3: This Resolution is hereby declared to be an emergency measure necessary for the
immediate preservation of the public peace, health, safety and financial needs of the City of
Reynoldsburg, wherefore this Resolution shall take effect immediately upon its passage and the
Mayor’s signature.

RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR

(CITY COUNCIL)
OHIO REVISED CODE, SECTION 5705.34, 5705.35

The Council of the City of REYNOLDSBURG, Franklin County

Ohio, met in _____ session on the _____ day of _____,
(Regular or Special)
2019, at the office of _____ with the following members

present:

_____ moved the adoption of the following Resolution:

WHEREAS, This Council in accordance with the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1, 2020; and

WHEREAS, The Budget Commission of Franklin County, Ohio, has certified its action thereon to this Council together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Council, and what part thereof is without, and what part within, the ten mill tax limitation; therefore, be it

RESOLVED, By the Council of the City of REYNOLDSBURG
Franklin County, Ohio, that the amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted: and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said City the rate of each tax necessary to be levied within and without the ten mill limitation for tax year 2019 (collection year 2020) as follows:

Attachment: FRctyacceptingrates (Accept the Amounts and Rates from Franklin County Auditor)

SCHEDULE A

SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY APPROVED BY THE BUDGET COMMISSION, AND COUNTY AUDITOR'S ESTIMATED TAX RATES

FUND	Amount to be Derived from Levies Outside 10 Mill Limitation	Amount Approved by Budget Commission Inside 10 Mill Limitation	County Auditor's Estimate of Full Tax Rate to Be Levied	
			Inside 10 Mill Limit	Outside 10 Mill Limit
General		\$303,853.73	0.40	
General Fund Charter				
Bond Retirement				
Bond Retirement Charter				
Police Pension		224,952.72	0.30	
Police Operating				
Fire Pension				
Fire Operating				
Police/Fire Pension				
Capital Improvement Charter				
Road & Sidewalk Fund				
TOTAL		\$528,806.45	0.70	

and be it further

RESOLVED, That the Clerk of this Council be and is hereby directed to certify a copy of this Resolution to the County Auditor of said County.

_____ seconded the Resolution and the roll being

called upon its adoption the vote resulted as follows:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Adopted the _____ day of _____, 2019.

Attest:

Clerk of Council

President of Council

REYNOLDSBURG
Franklin County, Ohio.

Attachment: FRcptyacceptingrates (Accept the Amounts and Rates from Franklin County Auditor)

**CERTIFICATE OF COPY
ORIGINAL ON FILE**

The State of Ohio, Franklin County, ss.

I, _____, Clerk of the Council of the City of

REYNOLDSBURG within and for said County, and in whose

custody the Files and Records of said Council are required by the Laws of State of Ohio to be kept

do hereby certify that the foregoing is taken and copied from the original _____

now on file, that the foregoing has been compared by me with said original

document, and that the same is a true and correct copy thereof.

WITNESS my signature, this _____ day of _____, 2019.

Clerk of Council

REYNOLDSBURG

Franklin County, Ohio.

Attachment: FRctyacceptingrates (Accept the Amounts and Rates from Franklin County Auditor)

SCHEDULE A

**SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION AND COUNTY AUDITOR'S ESTIMATED TAX RATES
2019 TAX YEAR COLLECTED IN 2020**

FUND	Amount Approved by Budget Com- mission Inside <u>10mill Limitation</u> Column I	Amount to Be Derived from Levies Outside <u>10mill Limitation</u> Column II	County Auditor's Estimate of Tax Rate to be Levied	
			Inside 10M <u>Limit</u> III	Outside 10M <u>Limit</u> IV
			General	0.00
General Fund Charter				
Bond Retirement				
Bond Retirement Charter				
Police Pension		224,952.72	0.300	
Police Operating				
Fire Pension				
Fire Operating				
Police/Fire Pension				
Capital Improvement Charter				
Road & Sidewalk Fund				
TOTAL	0.00	528,806.45	0.700	0.000

Attachment: Franklin County Tax Rate Exhibit.doc (Accept the Amounts and Rates from Franklin County Auditor)

City Auditor's Office

Stephen Cicak
7232 E. Main Street
Reynoldsburg OHIO 43068
614/322-6858 Phone

RESOLUTION REQUEST

DATE: September 23, 2019

TO: Finance and Administration Committee

RE: Resolution Accepting the Amounts and Rates as Determined by the Budget Commission and Authorizing the Necessary Tax Levies and Certifying Them to the County Auditor, due October 1st

Approval:

Completed Brad McCloud	Jed Hood	Completed Stephen Cicak
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Emergency/Suspension: Emergency

Reason For Emergency: Financial needs of the City's government

WHEREAS, the Council of the City of Reynoldsburg in accordance with the provisions of law is required to adopt a Tax Budget for the next succeeding fiscal year commencing January 1, 2020; and

WHEREAS, the Budget Commission of Licking County, Ohio, has certified its action thereon to the Council for the City of Reynoldsburg together with an estimate by the Licking County Auditor of the rate of each tax necessary to be levied by this Council, and what part thereof is without, and what part within the ten mill limitation; and

THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO, that the amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted;

AND BE IT FURTHER RESOLVED that:

City Auditor's Office**Stephen Cicak****7232 E. Main Street****Reynoldsburg OHIO 43068****614/322-6858 Phone**

Section 1: The City Auditor is hereby authorized, on behalf of the City of Reynoldsburg to file
“Schedule A” with the Licking County Auditor.

Section 2: It is hereby levied on the tax duplicate of the City of Reynoldsburg the rate of each
tax
necessary to be levied within and without the ten mill limitation.

Section 3: This Resolution is hereby declared to be an emergency measure necessary for the
immediate preservation of the public peace, health, safety and financial needs of the City of
Reynoldsburg, wherefore this Resolution shall take effect immediately upon its passage and the
Mayor’s signature.

SCHEDULE B

LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

FUND	Co. Auditor's Est. of Yield of Levy
TOTALS	0

Attachment: Copy of LKGCTY AB 19 (Accept the Amounts and Rates from Licking County Auditor)

(1) RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR

(CITY COUNCIL)

Revised Code, Secs., 5705.34-5705.35

The Council of the City of Reynoldsburg, Licking

County, Ohio, met in _____ session on the _____ day of _____, (Regular or Special)

_____, at the office of _____ with the following members

present: _____

Mr. _____ moved the adoption of the following Resolution:

for the next succeeding fiscal year commencing January 1st, 2020 and

WHEREAS, The Budget Commission of Licking County, Ohio, has certified its action thereon to this Council together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Council, and what part thereof is without, and what part within the ten mill limitation; therefore be it

RESOLVED, By the Council of the City of Reynoldsburg

Licking County, Ohio, that the amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted; and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said City the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

Attachment: Copy of LKGctyRATE RESOLUTION (Accept the Amounts and Rates from Licking County Auditor)

RESOLVED, That the Clerk of this Council be and is hereby directed to certify a copy of this

Resolution to the County Auditor of Said County,

Mr. _____ seconded the Resolution and the roll being called

upon its adoption the vote resulted as follows:

Mr. _____,

Mr. _____,

Mr. _____,

Mr. _____,

Mr. _____,

Mr. _____,

Mr. _____,

Adopted the _____ day of _____,

Attest:

President of Council

Clerk of Council

Attachment: Copy of LKGctyRATE RESOLUTION (Accept the Amounts and Rates from Licking County Auditor)

CERTIFICATE OF COPY

ORIGINAL ON FILE

4.b.b

The State of Ohio, Licking County, ss.

I, _____, Clerk of the Council of the City of **Reynoldsburg**

within and for said County, and in whose custody the Files and Records of said Council are required by Laws of the State of Ohio to be kept, do hereby certify that the foregoing is taken and copied from the original _____

_____ now on file, that the foregoing has been compared by me with said original document, and that the same is a true and correct copy thereof,

WITNESS my signature, this _____ day of _____, _____

Clerk of Council

Attachment: Copy of LKGctyRATE RESOLUTION (Accept the Amounts and Rates from Licking County Auditor)

1. A copy of this Resolution must be certified to the County Auditor within the time prescribed by Sec. 5705.34 R.C., or at such later date as may be approved by the Board of Tax Appeals.

City Auditor's Office

Stephen Cicak
7232 E. Main Street
Reynoldsburg OHIO 43068
614/322-6858 Phone

ORDINANCE REQUEST

DATE: September 23, 2019
TO: Finance and Administration Committee
RE: Novatime Technology, Inc. 60-Month Contract

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
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This legislation will allow for more efficient payroll processing, time keeping, and compliance of the Fair Labor Standards Act by allowing our supervisors to track overtime, meals and rest periods. This will provide for One Clock at the Street Barn and Two Clocks for Water Department and Park and Recreation respectively. All Departments will have access to an online time keeping program. The approval of this contract will allow for the installation, set up and testing. The Goal is to be ready for the first pay period of 2020. A 36-month agreement ensures the lowest Per Employee Per Month (PEPM) rate.

Appropriate \$5500.00 to Acct 110.545.5339 (Misc Contract Services) from the Unappropriated General Fund

WHEREAS, the City Auditor of Reynoldsburg has determined the need for a more efficient payroll processing and time keeping software system; and

WHEREAS, the Auditor has determined that the Novatime Technology software system is the optimum system; and

WHEREAS, the Novatime system will bring the City into compliance with the Fair Labor Standards Act by allowing supervisors to track overtime, meals and rest periods more effectively; and

City Auditor's Office

**Stephen Cicak
7232 E. Main Street
Reynoldsburg OHIO 43068
614/322-6858 Phone**

WHEREAS, this system will provide for one time clock at the street department and two clocks at the water department/Parks and Recreation departments respectively; and

WHEREAS, this software will allow for online access to the time keeping program; and

WHEREAS, the cost of this new Novatime software is \$5,500.00 with an estimated annual fee of \$12,000.00.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO:

SECTION 1. That the Mayor be and is hereby authorized and directed to enter into a 36 -month contract with Novatime Technology, Inc. for payroll and timekeeping software.

The agreement and all associated exhibits are attached as Exhibit "A" and shall be incorporated by reference herein.

SECTION 2. That \$5,500.00 be unappropriated from the General Fund to account 110.545.5339 Miscellaneous Contract Services.

SECTION 3. That upon adoption by Council, this ordinance shall be in effect thirty days following signature by the Mayor.



Andrews Technology HMS, Inc.

1213 Culbreth Drive
Wilmington, NC 28405

sales@andrewstechnology.net

(800) 319-8096 Fax:(516) 674-8119



5.a.a

RENTAL ORDER FORM

Invoice To: City of Reynoldsburg	Hosted By: Vendor
Ship To: TBD	Terms: 60 Mo. Term; Deposit = One Time Implementation Fee, Plus First and Last Months Payment
Account Executive: Lauren Self	

Qty	Description	Item	Monthly
Novatime Web-Based Time & Attendance System			
3	NT7000 Biometric Finger Terminal	\$110	\$330
3	Power over Ethernet or WiFi Module	Included	Included
120	Novatime Web-Based Time & Attendance Software	3.20	384
120	Employee Web Services (PC Entry& Mobile Application)	Included	Included
30	Supervisor Module: Approval/Reporting/Review/Modification	5	150
1	New World Payroll Interface (Guaranteed Interface)	Included	Included
1	Electronic In-Out Board	Included	Included
1	Labor Tracking (Activity Based Reporting - 8 Levels)	Included	Included
1	Standard Supply & Demand Scheduling Module	Included	Included
1	Accrual Module (Vacation, Sick, Personal, etc.)	Included	Included
1	Notification Module	Included	Included
120	Optional Module: Archive (for beyond 3 years reporting)	0.50/ee/mo	TBD
	Implementation		See Below
	Software Annual Maintenance	\$1,800/yr	1st Yr Free
	Hardware Annual Maintenance		Included
120	Vendor Hosting Fee	Included	Included
	Sales Tax		TBD
	Monthly Total		\$864

One Time Implementation Fees		
Initial Planning Session		Included
Rules Questionnaire Assistance		Included
Install Novatime Web-Based Software		Included
Install Employee Files & Payroll Rules		Included
Unlimited Administrative/Supervisor Training		Included
Program Hardware (Customer to Install)		Included
System Test/Go Live		<u>Included</u>
Total One-Time Fees		\$3,585
Note: All monthly customers must be current on Annual Maintenance, otherwise they will be subject to suspension of service.		

Attachment: City of Reynoldsburg - Novatime 5000 SaaS (Novatime Technology, Inc. Contract)

Agreement will automatically renew unless customer provides 90 days written notice prior to 60 mo. anniversary of date executed below.

All components of this Agreement/Order Form may be assigned by Andrews Technology.

Customer Authorization _____ Title _____

_____ Date _____

Andrews Technology HMS, Inc. _____ Title _____

_____ Date _____



Workforce Management Time & Attendance Solution

Desired Outcomes, Delivered



Attachment: LIT-NOVASAAS (Novatime Technology, Inc. Contract)



- Operational excellence through Business Intelligence (BI) analytics
- 100% User adoption
- Highly configurable
- Recurring ROI
- Increased employee engagement



About NOVAtime

For NOVAtime Technology, Inc., 2019 marks 20 years dedicated to delivering innovative solutions in the Workforce Management / Time & Attendance industry. Today, our Software as a Service (SaaS) solution continues our rich tradition by combining a breadth of pay/work rules to support even the most complex organizations, while delivering ease of use that is unmatched in the industry.

Over 20,000 clients benefit from our cost-effective solution. We are proud to provide solutions for all vertical markets and clients with over 100,000 employees. With compliance at the core of our offering, along with user-defined dashboards and reporting that allows for operational excellence, NOVAtime delivers your desired outcomes!

- Time & Attendance
- Scheduling
- BI Reporting
- Attendance Tracking
- Accrual Management
- Leave Management
- Expense Reporting
- In/Out Board
- Pay-Per-Performance





Minimize Compliance Risk

With labor laws constantly changing, it is imperative that your Workforce Management solution remains current. Thanks to NOVAtime's flexible, easily configured rules engine, adjustments can quickly be launched to help ensure compliance with complex local, state, and federal laws, as well as internal documented policies, now and in the future.

Avoid Fair Labor Standards Act (FLSA) and Wage & Hour Lawsuits

Standard features within NOVAtime allow you to track overtime, meal/rest periods, and expenses so your organization can avoid common FLSA and Wage & Hour lawsuits. We support:

- Management of all employee categories
- Complex overtime and pay-per-performance calculations
- Fully configurable meals and breaks by shift, with penalties for user-defined policy violations



Affordable Care Act

Comply with the Payroll-Based Journal (PBJ) Electronic Reporting for Long-Term Care Facilities

NOVAtime supports Section 6106 of the Affordable Care Act that requires long-term care facilities to electronically submit direct care staffing statistics based on payroll and other auditable data.

Job Code	Count
001	1
002	1
003	1
004	1
005	1
006	1
007	1
008	1
009	1
010	1
011	1
012	1
013	1
014	1
015	1
016	1
017	1
018	1
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072	1
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076	1
077	1
078	1
079	1
080	1
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Comply with the Affordable Care Act

NOVAtime's PPACA module allows organizations to effectively monitor employee work statuses, fully supporting:

- Accurate determination of full-time equivalency (FTE)
- Definition of Startup, Initial Measurement, Administration, and Stability periods for all employees (safe harbor methods included)
- Full on-screen and offline reporting





Accruals and Leave Management

Stay in Compliance with Perpetually Changing Local and State Sick Leave Laws

The system supports:

- Configurable accrual calculations based on bargaining units, standard grants, minimum worked requirements, and seniority
- Real-time leave validation
- User-defined limits and qualifying conditions
- Carryover limits and cascading leave

Fully Automated Leave Request Management

NOVAtime's Leave Management module allows organizations to achieve streamlined, workflow-enabled management of leave events and fully automated, closed-loop compliance:

- Self-service or on employee behalf leave request
- Online, editable FMLA forms
- Annual and rolling balance reset
- Real-time eligibility display
- Concurrent PTO deductions
- Continuous, intermittent, and reduced hours leave
- User-defined compliant workflows
- Workflow email notifications and reminders
- Dashboard open case status gadget
- Document storage and history



Desired Outcomes, Delivered



Packet Pg. 27



A Wide Variety of Time Clock Options

Pay-Per-Performance

Our embedded calculations engine allows your organization to use performance compensation as a strategic tool to achieve higher levels of business performance. Our solution offers:

- Team production rate
- Individual production rate
- Overtime rate
- Minimum wage rate
- Issue resolution rate for call center teams

Attendance Management

Streamline your process, monitor/manage your policies, and encourage exceptional attendance:

- Advisory documents
- Actionable review forms
- Dashboard highlights
- E-mail notifications

Mobile Solutions

Full Supervisor and Employee functionality on the go:

- GPS location tracking
- Geo-fencing
- Expense management
- Absence management
- Submit and approve
- Crew labor costing

Wide Selection of Data Collection Devices



Attachment: LIT-NOVASAAS (Novatime Technology, Inc. Contract)



Cost Control and Trusted Security

Labor is one the largest expenses an employer incurs, but it is controllable if the right automated Workforce Management tools are in place. Do not let the complexities that exist within your organization prevent you from achieving the proven ROI that you can expect from a cost-effective and highly adaptive solution.

NOVAtime manages the ongoing performance tuning, system updates, security, and the stability of the solution. We continually offer the highest level of quality and service built on leading-edge software and hardware infrastructure—this combined with the most flexible time entry options in the industry ensures a complete Workforce Management solution for your entire organization!

Less IT Management

- Unmatched reliability and performance
- Efficient deployment
- No additional hardware
- SSAE18 Type II certified data center with redundancy

Budget Friendly

- Fixed-price implementation
- Locked-in per employee per month (PEPM) billing
- Low-cost clock rental

Current & Secure

- Automatic updates/upgrades
- Application security certified
- SSAE18 Type II certified Tier III data centers; SOC 2 compliant Q3 2018

- Better user experience: responsive web page that scales on any device
- Better decision making: business intelligence dashboards and a robust notification engine



Desired Outcomes, Delivered

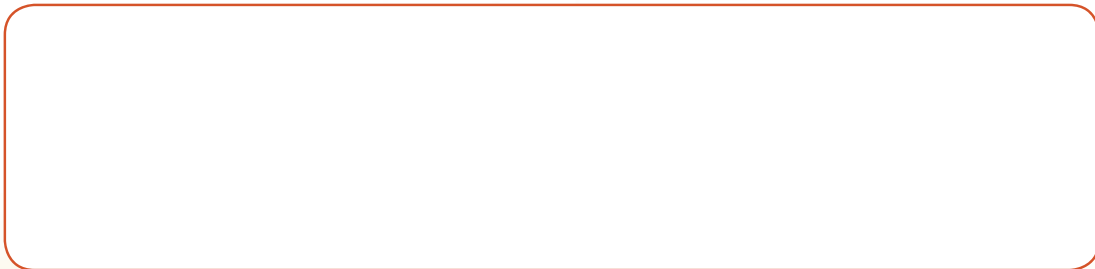




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Ask NOVAtime how our solutions
are green and earth friendly



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Human Resources Dept.**Sandra Boller****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6868 Phone****ORDINANCE REQUEST**

DATE: September 23, 2019**TO:****RE: Renewal of Employee Life, ADD and Disability Insurance**

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
---------------------------	-----------------------	----------------------------

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO:

SECTION 1. That the Mayor be and is hereby authorized and directed to enter into contract with United of Omaha Life Insurance Company, Mutual of Omaha Plaza, Omaha, NE 68175 for employee Life, Accidental Dismemberment & Disability, Short Term Disability and Long Term Disability beginning WHEREAS, the City of Reynoldsburg has a contract with Mutual of Omaha Life Insurance Company for employee Life, Accidental Dismemberment and Disability, Short Term Disability and Long Term Disability; and

WHEREAS, the previous contact with Mutual of Omaha Life Insurance Company expires on December 31, 2019; and

WHEREAS, the Mayor has requested that Council authorize him to execute a renewal of that contract, which is attached hereto as Exhibit A and incorporated herein by reference, on behalf of the City of Reynoldsburg.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO:

Human Resources Dept.**Sandra Boller****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6868 Phone**

SECTION 1. That the Mayor be and is hereby authorized and directed to enter into contract with Mutual of Omaha Life Insurance Company for employee Life, Accidental Dismemberment & Disability, Short Term Disability and Long Term Disability beginning January 1, 2020 through December 31, 2022.



Renewal Information and Exhibits

Prepared For:

City of Reynoldsburg

Group ID: G000B9KT

Renewal Effective Date: January 1, 2020

Attachment: Mutual of Omaha renewal 2020 - 2021 (Life Insurance Renewal Mutual of Omaha)



Thank you for choosing Mutual of Omaha Insurance Company or one of its affiliates, as City of Reynoldsburg's benefits provider. It has been our pleasure to provide City of Reynoldsburg with group benefits and services that are unique to its needs. We are committed to providing unparalleled service that will meet the needs of our customers.

Each renewal period, we analyze current benefit and rate structures to determine the appropriate rates for continued group insurance protection for your valued employees. This process includes recalculation of the premium rates to reflect factors like:

- Plan features
- Demographics
- Experience
- Any adjustments to our underlying rate structure

Based on our review, please find below the renewal rates for City of Reynoldsburg's benefit plans. We appreciate your business and look forward to the continued opportunity to meet your group insurance needs.

Renewal Contact Information

Elizabeth Torok
Renewal Executive
Cincinnati Group Office
513/448-3773
Elizabeth.Torok@mutualofomaha.com



CITY OF REYNOLDSBURG

LIFE AND AD&D

Rate Guarantee Period - January 1, 2020 to January 1, 2022

Additional Value Added Services Included - Travel Assistance/Identity Theft Assistance

Life

Current Monthly Premium	Renewal Monthly Premium	Renewal Monthly Premium Change
\$1,431.56	\$1,431.56	\$0.00

Class Description

All Eligible Managers, Directors and Municipal Employees

All Eligible Police Officers & Sergeants, Excluding Police Lieutenants, Police Chiefs, Police Clerks & Police Dispatchers

All Eligible Police Dispatchers

All Active Managers, Directors and Municipal Employees not eligible for STD/LTD

Employee Rate Basis - per \$1,000

Lives	Volume	Current Rate	Renewal Rate
149	\$11,012,000	\$0.130	\$0.130

AD&D

Current Monthly Premium	Renewal Monthly Premium	Renewal Monthly Premium Change
\$220.24	\$220.24	\$0.00

Employee Rate Basis - per \$1,000

Lives	Volume	Current Rate	Renewal Rate
149	\$11,012,000	\$0.020	\$0.020



CITY OF REYNOLDSBURG

VOLUNTARY LIFE AND AD&D

Rate Guarantee Period - January 1, 2020 to January 1, 2022

Voluntary Life

Current Monthly Premium	Renewal Monthly Premium	Renewal Monthly Premium Change
\$1,615.87	\$1,615.87	\$0.00

Class Description

All Eligible Managers, Directors and Municipal Employees

All Eligible Police Officers & Sergeants, Excluding Police Lieutenants, Police Chiefs, Police Clerks & Police Dispatchers

All Eligible Police Dispatchers

All Active Managers, Directors and Municipal Employees not eligible for STD/LTD

Employee & Spouse Rate Basis - per \$1,000

Age of Employee	Current Rate	Renewal Rate
Less than 24	\$0.06	\$0.06
25-29	\$0.08	\$0.08
30-34	\$0.09	\$0.09
35-39	\$0.11	\$0.11
40-44	\$0.18	\$0.18
45-49	\$0.30	\$0.30
50-54	\$0.50	\$0.50
55-59	\$0.78	\$0.78
60-64	\$1.21	\$1.21
65-69	\$2.18	\$2.18
70-74	\$3.90	\$3.90
75-79	\$6.43	\$6.43
80-84	\$13.04	\$13.04
85-89	\$13.04	\$13.04
90-100	\$13.04	\$13.04

Child(ren) Rate Basis - per \$1,000

Current Rate	Renewal Rate
\$0.16	\$0.16

Voluntary AD&D

Current Monthly Premium	Renewal Monthly Premium	Renewal Monthly Premium Change
\$173.50	\$173.50	\$0.00

Employee & Spouse Rate Basis - per \$1,000

Current Rate	Renewal Rate
\$0.03	\$0.03

Child(ren) Rate Basis - per \$1,000

Current Rate	Renewal Rate
\$0.04	\$0.04



CITY OF REYNOLDSBURG

SHORT-TERM DISABILITY

Rate Guarantee Period - January 1, 2020 to January 1, 2022

STD

Current Monthly Premium	Renewal Monthly Premium	Renewal Monthly Premium Change
\$1,083.60	\$1,083.60	\$0.00

Class Description

All Eligible Managers, Directors and Municipal Employees

Employee Rate Basis - per \$10 of Total Weekly Benefit

Lives	Volume	Current Rate	Renewal Rate
83	\$49,255	\$0.22	\$0.22



CITY OF REYNOLDSBURG

LONG-TERM DISABILITY

Rate Guarantee Period - January 1, 2020 to January 1, 2022

LTD

Current Monthly Premium	Renewal Monthly Premium	Renewal Monthly Premium Change
\$1,129.98	\$1,129.98	\$0.00

Class Description

All Eligible Managers, Directors and Municipal Employees

Employee Rate Basis - per \$100 of Monthly Covered Payroll

Lives	Volume	Current Rate	Renewal Rate
83	\$364,510	\$0.31	\$0.31

Attachment: Mutual of Omaha renewal 2020 - 2021 (Life Insurance Renewal Mutual of Omaha)

Enrollment Rules for City of Reynoldsburg G000B9KT

Voluntary Life-

The group does not have an annual open enrollment on the Voluntary Life coverage but they do have an annual increase option if the employee currently has Voluntary Life insurance with Mutual of Omaha. This means if the employee currently has Voluntary Life with Mutual of Omaha, they can increase their current coverage by \$10,000 or \$20,000 up to the guaranteed issue amount of \$100,000. If they want to add coverage for the first time, increase their current coverage greater than \$20,000, or elect an amount over \$100,000, they will be required to fill out an Evidence of Insurability form and be approved by Underwriting.

The annual increase option is not available to dependents their spouse. If they want to add coverage for the first time or increase coverage for their spouse, they will be required to fill out an Evidence of Insurability form and be approved by Underwriting. If they want to add coverage for the child, they can do so without going through EOI.

If they want to take advantage of the \$10,000 or \$20,000 increase, they will need to fill out an Enrollment form with the new amount between 10/1 and 12/31 of each year and send the enrollment form by email to the Mutual of Omaha Service Team (Ohio-IndyService@mutualofomaha.com). The new amount will go into effect on 1/1 of each year. If they want to add or increase their coverage greater than the \$10,000, they will need to submit the Evidence of Insurability with their application when they send it in to the Mutual of Omaha Service Team.

If approved, the election will go into effect on the first of the month after they have been approved. HR Department and the employee will notified by mail of approval or denial when they must submit Evidence of Insurability and when new deductions should begin if approved.

Please see the HR department for an enrollment form and/or Evidence of Insurability Form. The HR department can also let the employee know what the current Voluntary Life insurance amounts are.

Willis Towers Watson

City of Reynoldsburg

2020 ANCILLARY MARKETING SUMMARY

Rates Effective: January 1, 2020

Marketing Summary

Thank you for the opportunity to market your employee benefits program. Below is a high level summary of the markets we approached on your behalf. We have indicated which proposals are included in the detailed summary based on what most aligns with the strategic direction you gave us in our pre-renewal strategy discussion. If you would like a copy of any proposal received, please let us know and we will provide it to you.

Carrier Name	Line(s) of Business	Response	Compensation	Additional Compensation	Comments
Mutual of Omaha	Life/AD&D + STD	Quoted	First \$30,000=10%; next \$20,000=9%; next \$50,000=5%; next \$100,000=4%; on amounts in excess of \$200K=1.5%		
Mutual of Omaha	Voluntary Life/AD&D		First \$30,000=15%; next \$20,000=9%; next \$50,000=8%; next \$100,000=4%; on amounts in excess of \$200K=1.5%		
Mutual of Omaha	LTD	Quoted	First \$15,000=15%; next \$10,000=10%; next \$25,000=5%; on amounts in excess of \$50K=1%		

Selection of Coverage

Above is a high level summary of the markets we approached on your behalf. We have indicated which quotes are included in the detailed summary based on what most aligns with the strategic direction you gave us in our pre-renewal strategy discussion. If you would like a copy of any quote received, please let us know and we will provide it to you.

Please review the details of the proposals included to ensure that these meet your expectations. The proposals may differ from your current policy, so we recommend that you read the specifications from the carrier in their entirety and compare them to your current policy. Should you have any questions about the proposals or concerns about what is included in this summary, please let us know at once. Please provide us with your selection of coverage. We will confirm the details of this selection in writing with you and the carrier.

This proposal is presented in conjunction with the Standard Terms and Conditions for Human Capital Accounts which is enclosed.

The compensation that will be paid to Willis Towers Watson will vary based on the insurance contract it sells. Depending on the insurer and insurance contract you select, compensation may be paid by the insurer selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract and insurer you select. In some cases, other factors such as the volume of business Willis Towers Watson provides to the insurer or the profitability of insurance contracts Willis Towers Watson provides to the insurer also may affect compensation. Upon request, Willis Towers Watson will provide you with additional information about the compensation Willis Towers Watson expects to receive based in whole or in part on your purchase of insurance, and (if applicable) the compensation expected to be received based in whole or in part on any alternative quotes presented to you.

Attachment: Mutual of Omaha renewal 2020 - 2021 (Life Insurance Renewal Mutual of Omaha)

Brokerage Terms, Conditions & Disclosures

Your decision to purchase insurance coverages, products, and/or services through Willis Towers Watson is subject to the following terms and conditions.

1. General Terms and Conditions

- 1.1. **Fees Exclusive of Taxes.** Any fees or rates quoted or estimated will be exclusive of income tax or of any sales, ad valorem, value added tax or any similar tax unless such tax is required to be included pursuant to a statutory requirement. If required, we will add the relevant tax to the invoice, separately stated, and remit such tax to the appropriate authority.
- 1.2. **Our Responsibilities.** We will provide the services in a professional manner with reasonable skill and care and in accordance with all laws and regulations applicable to us. We will assign to the project team, members of our staff with adequate education, training and experience to perform the tasks assigned to them. We will use reasonable endeavors to meet any agreed timetable.

The work product we produce in the course of providing the services (the "**Work Product**") will not infringe any intellectual property right of any third party. Unless otherwise expressly agreed in writing, we do not accept any fiduciary or trust responsibilities or related liability in connection with the performance of the services. We do not provide legal, accounting or tax advice.

- 1.3. **Your Responsibilities.** You will provide us, in a timely manner, with all documentation, information, access to your personnel, access to your premises (if applicable) and cooperation reasonably required to provide the services. Any delay or failure to provide such documentation, information, access to your personnel or cooperation may result in: (a) a revision to any agreed timetable; and (b) if we are required to perform any additional work as a result, in additional fees being charged. We will rely on the documentation and information provided by you or your representatives and we do not take responsibility for verifying the accuracy or completeness of it. You may rely only upon our final Work Product and not on any drafts or oral statements made by us in the course of performing the services.
- 1.4. **Intellectual Property Rights and Work Product.** You will retain ownership of all original data and materials provided to us by you or your representatives, and the intellectual property rights in that data and materials. You will have the right to use, reproduce and adapt the copies of the Work Product for internal purposes within your organization. We will retain the intellectual property rights in the Work Product, and the skills, know-how and methodologies used or acquired by us during the course of providing any of the services.

The services, including the Work Product, are provided solely for the intended purpose, and may not be referenced or distributed to any other party without our prior written consent. You may distribute the Work Product to your affiliates, provided that you ensure that each such affiliate complies with these Terms, Conditions, & Disclosures, as if it were a party to them, and you remain responsible for such compliance.

You will not refer to us or include any of the Work Product in any shareholder communication or in any offering materials (or fairness opinion provided by your professional advisers) prepared in connection with the public offering or private placement of any security, unless otherwise agreed in writing.

- 1.5. **Confidentiality and Data Privacy.** Each party (the "**Recipient**") will protect all confidential information which the other party (the "**Discloser**") provides to it (whether orally, in writing or in any other form) ("**Confidential Information**") using the same standards as the Recipient applies to its own comparable confidential information, but in no event less than reasonable measures. Confidential Information will not include information that is: (a) already known to the Recipient at the time of disclosure; (b) in the public domain or publicly available; (c) provided to it by a third party who is under no such obligation of confidentiality; (d) independently developed by it; or (e) is required to be disclosed by court order, regulatory authority or other legal process, provided that prior to disclosing any Confidential Information, the Recipient will, if permitted by law, notify, and cooperate with the Discloser, at Discloser's expense, to lawfully limit and/or obtain appropriate protective orders with respect to such portion(s) of the Confidential Information which is the subject of any such required disclosure. Each party may disclose Confidential

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Information to its legal advisers to protect its own legitimate interests or to comply with any legal or regulatory requirements.

In the course of providing the services, the parties acknowledge that you may provide us with information about an identifiable individual or information which relates to a natural person and allows that person to be identified, including your customer or employee information ("**Personal Data**"). It is further acknowledged that we are a global business and that we may transmit your information, including Personal Data, within our global network of offices to our affiliates and providers of IT outsourcing who will be subject to appropriate data protection standards. You represent that Willis Towers Watson is authorized to receive and possess any such Personal Data and that you have obtained any necessary consents from third parties, including the individual to which such Personal Data relates, that may be required for us to use the Personal Data for the purposes of providing the services. Irrespective of where we receive or hold Personal Data on your behalf, we will take appropriate technical, physical and organizational/administrative measures to protect it against accidental or unlawful destruction or accidental loss or unauthorized alteration, disclosure or access. Each party will comply with the provisions and obligations imposed on it by applicable data privacy legislation and regulations.

You agree that we may maintain, process and transfer your Confidential Information and Personal Data in order to perform the services, and for other reasonable ancillary purposes, unless you instruct otherwise.

In addition, you hereby grant us permission to use data we receive from you or your representatives in the course of the services for use in industry benchmarking studies, trend analyses and research. We may use the results of these studies, analyses and research for various purposes, including articles and studies for distribution to our other clients and prospects. Any such articles or studies will not disclose your participation or mention the inclusion of your information to any other party. Any findings from these studies that may show individual participant results will be on a blinded basis, and not attribute any finding to a specific participant.

- 1.6. **Nonconforming Services.** If the services do not conform to the requirements agreed between the parties, you will notify us promptly and we will re-perform any non-conforming services at no additional charge or, at our option, refund the portion of the fees paid with respect to such non-conforming services. The re-performance of the services or refund of the applicable fees is intended to provide an adequate remedy for any failure on our part to adhere to the requirements agreed between the parties for the performance of services.
- 1.7. **Indirect Damages.** In no event shall we or any of our affiliates and our and their respective employees, directors, officers, agents and subcontractors be liable for any incidental, special, punitive, or consequential damages of any kind (including, without limitation, loss of income, loss of profits, or other pecuniary loss), except to the extent such liability may not be excluded as a matter of law.
- 1.8. **Joint Liability.** Where we are jointly liable to you with another party, we will to the extent permitted by law only be liable for those losses that correspond directly with our share of responsibility for the losses in question.
- 1.9. **Third Parties.** We accept no responsibility for any consequences arising from any third party relying on the Work Product. If we agree to provide the Work Product to a third party, you are responsible for ensuring that the third party is made aware of the fact that they are not entitled to rely upon it. You agree to reimburse us for all costs (including reasonable legal fees) that we incur in responding to any requests or demands by third parties, pursuant to legal process or otherwise, for data or information related to the services.
- 1.10. **Force Majeure.** Neither party will be liable for any delay or non-performance of its obligations caused by an event beyond its control (a "**Force Majeure Event**") provided that the party affected gives prompt notice in writing to the other party of such Force Majeure Event and uses all reasonable endeavors to continue to perform its obligations. Either party may terminate any Statement of Work or Service Agreement by written notice to the other with immediate effect if such Force Majeure Event continues for more than 3 months.
- 1.11. **Miscellaneous.** These Term, Conditions & Disclosures, together with any signed agreement between us applicable to the same services, set out the complete and exclusive statement of agreement and

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understanding between the parties, which supersedes and excludes all prior or contemporaneous proposals, understandings, agreements or representations, whether oral or written, with respect to your purchase of insurance. To the extent there is a conflict between these Terms, Conditions & Disclosures and a separately negotiated and signed agreement between you and Willis Towers Watson for the same services, the relevant portions of the signed agreement will control. Any modifications of or amendments to any MSA, Statement of Work, a Service Agreement, or a change to the services must be in writing and agreed by the parties. Should any provisions of an MSA, Statement of Work, Service Agreement, or any of the Terms, Conditions, & Disclosures be declared void, illegal or otherwise unenforceable, the remainder will survive unaffected.

Neither party may assign or delegate any of its rights or obligations to any third party without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign or delegate any of its rights and obligations to an affiliate. We reserve the right to employ subcontractors to assist in providing services and to pass to them any information and materials they need to perform their work. Where we use affiliates or subcontractors to provide the services, we will remain ultimately responsible for the provision of the services.

Neither party will have any liability in respect of any statement (except in the case of fraud where the liability of each party to the other will be unlimited) made by such party or on its behalf to the other party which is not contained in an applicable Statement of Work, Service Agreement, or these Terms, Conditions, & Disclosures and each party acknowledges that it has not entered into an any Statement of Work, or Service Agreement or will enter into a Statement of Work or Service Agreement, in reliance on any representation by the other party which is not contained in the MSA, the applicable Statement of Work, Service Agreement, or these Terms, Conditions & Disclosures.

We do not tolerate unethical behavior either in our own activities or in those with whom we seek to do business. We will comply with applicable laws, regulations, and rules.

- 1.12. **Sanctions and Export Control.** Sanctions and export control laws from the EU, United States, Canada, and other government authorities prohibit companies, including Willis Towers Watson, from conducting business in certain jurisdictions or with certain individuals. The restrictions may differ based on your business activity, ownership structure, and the location or nationality of your employees. Please inform us of any insurance or service requirements you have which touch upon goods, countries, entities or individuals subject to any sanctions or export controls. We will comply with all applicable sanctions and export control laws, and we are not responsible for actions taken by third parties based on their own sanctions or export control constraints.

To comply with applicable anti-money laundering regulations there are times when we may ask clients to confirm (or reconfirm) their identity. We may need to do this at the time you become a client or have been one for some time or for example, when checking details on proposal forms and transferring claims payments. This information may be shared with other subsidiaries of Willis Towers Watson PLC and where we deem necessary with regulatory or law enforcement bodies. Please note that we are prohibited from disclosing to you any report we may make based on knowledge or suspicion of money laundering, including the fact that such a report has been made.

We have systems that protect our clients and ourselves against fraud and other crime and we may utilize the services of third parties in order to identify and verify clients. Client information can be used to prevent crime and trace those responsible. We may check your details against financial crime databanks. If false or inaccurate information is provided, we may be obliged to pass such details to relevant regulatory agencies that may use this information.

- 1.13. **Dispute Resolution.** The parties agree to work in good faith to resolve any disputes arising out of or in connection with the services provided under these Terms, Conditions & Disclosures. If a dispute cannot be resolved it will be submitted to non-binding mediation to be conducted by Judicial Arbitration and Mediation Services (JAMS) before either party pursues other remedies hereunder. If the mediation does not resolve the dispute and a party or both parties wish to pursue other remedies, the parties agree that their legal dispute will be resolved without a jury trial and agree not to request or demand a jury trial. To the fullest extent permitted by applicable law, the parties hereby irrevocably waive any right they may have to demand a jury trial.

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To the extent the foregoing jury trial waiver is not enforceable under the governing law, except as provided below, any dispute arising out of or in connection with these Terms, Conditions & Disclosures which the parties are unable to resolve between themselves or through mediation as provided above, will be resolved by binding arbitration in the state as provided for in paragraph 14 below, or other mutually agreed location, before a panel of three arbitrators in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Under these circumstances, the arbitration proceeding will be the sole and exclusive means for resolving any dispute between the parties, except for any dispute involving the ownership or use of work product or intellectual property, provided that either party may seek an injunction or other equitable relief if such action is necessary to avoid irreparable damage or to preserve the status quo. Each party will have the right to select one of the arbitrators and the two arbitrators so selected will agree on the choice of the third arbitrator. Each party will bear the expenses of the arbitrator it selects and one-half of the expenses of the third arbitrator and other costs related to the arbitration. Judgment on the award rendered by the arbitrators will be final and binding, and may be entered in any court having jurisdiction thereof. The arbitration proceeding will be confidential.

- 1.14. **Governing Law.** Any controversy, dispute or claim of any kind between the parties will be governed by and interpreted in accordance with the laws of the jurisdiction where the Willis Towers Watson office principally responsible for providing the services to you under the particular Statement of Work is located, without regard to any provisions governing conflicts of laws; provided that if such office is located outside of Canada or the US, the governing law will be that of the State of New York, without regard to any provisions governing conflicts of laws.
- 1.15. **Additional Provisions Applicable Only to Health and Benefits Services.**
- 1.15.1. If and to the extent that any portion of Willis Towers Watson's compensation is to be paid by or on behalf of any employee health or other welfare benefit plan ("Plan"), including commissions derived from Plan assets, then you will secure the approval of the applicable Plan fiduciaries for such portion of our compensation. You, and if applicable, the Plan fiduciaries, and not Willis Towers Watson, will determine whether any payment utilizing, or deriving from, Plan assets is appropriate. Willis Towers Watson will provide details concerning its charges to enable you, and if applicable, the Plan fiduciaries to make such determinations, but any information that Willis Towers Watson provides to you with its invoices or otherwise should not be construed as advice regarding the appropriate use of Plan assets. You, and if applicable, the Plan fiduciaries are encouraged to consult with legal counsel regarding such matters. Unless you tell us otherwise, in providing our services we will assume that the employee welfare benefits you provide to your employees and with respect to which we provide services have been wrapped into a single Plan. To the extent that you or your Plan enter into an Administrative Services Only contract with a Third party Administrator pursuant to which Willis Towers Watson receives a directed fee, you represent that all administrative fees are paid by you out of your general assets and will not be charged to the Plan.
- 1.15.2. Willis Towers Watson is not being engaged as a fiduciary or to provide investment advice and does not and will not perform or assume any fiduciary or trust responsibilities or liability in connection with the performance of the services. You agree that the services to be performed by Willis Towers Watson under an applicable Statement of Work are ministerial and not fiduciary in nature, that Willis Towers Watson has no discretionary authority or control with respect to the management or administration of your employee benefit plan(s) or any Plan assets, that Willis Towers Watson is not providing any advice with respect to products that may have an investment component, and that Willis Towers Watson's compensation has not been set at levels intended to compensate it for assuming fiduciary liability. You retain full responsibility for decisions to purchase or not purchase insurance policies, all claims for benefits against the Plan and any other discretionary decisions by the Plan or any fiduciary, trustee, Plan administrator, or Plan committee.
- 1.15.3. You agree that any enrollment or census data provided to Willis Towers Watson shall be provided by you in your role as an employer. You agree that you are responsible for your own access to and use of employee data, and that all persons whom you direct or request Willis Towers Watson to share employee data with are authorized to receive the employee data.
- 1.15.4. In the event that you and/or any of the employee benefit plans sponsored by you need to enter into business associate agreements with Willis Towers Watson to satisfy the requirements of the

Health Insurance Portability and Accountability Act, the regulations implementing that Act (the "Standards for Privacy of Individually Identifiable Health Information," codified at 45 C.F.R. parts 160 and 164), or any other similar law, the parties will execute an agreement in compliance with these requirements.

2. Brokerage Terms and Conditions

- 2.1. The services we provide to you will rely in significant part on the facts, information and direction provided by you or your authorized representatives. In order to make our relationship work, we must each provide the other with accurate and timely facts, information and direction as is reasonably required. You must provide us with complete and accurate information regarding your loss experience, risk exposures, and changes in the analysis or scope of your risk exposures and any other information reasonably requested by us or insurers. It is important that you advise us of any changes in your business operations that may affect our services or your insurance coverages. Therefore, all information which is material to your coverage requirements or which might influence insurers in deciding to accept your business, finalizing the terms to apply and/or the cost of cover, or deciding to pay a claim, must be disclosed. Failure to make full disclosure of material facts might potentially allow insurers to avoid liability for a particular claim or to void the policy. This duty of disclosure applies equally at renewal or modification of your existing coverage and upon placement of new lines of coverage. You agree that Willis Towers Watson will not be responsible for any consequences arising from any delayed, inaccurate or incomplete information.
- 2.2. An insurer quote is an offer to provide coverage. Offers can be modified or withdrawn prior to your acceptance through your order to bind coverage. The quote itself is not a legally binding commitment or a confirmation of actual coverage. Should you choose to bind coverage, we will secure a formal commitment, typically in the form of a binder on a form issued or approved by the insurer(s) at issue. The quotes we will provide to you are based upon the information that you have provided to us. If you discover that previously submitted information is inaccurate or incomplete, please advise us immediately so that we can attempt to revalidate terms with insurers.
- 2.3. At the time of binding, we review the financial soundness of the insurers we recommend to provide your coverages based on publicly available information, including that produced by well-recognized rating agencies. Upon request, we will provide you with our analysis of such insurers. We do not guarantee or warrant the solvency of any insurer or any intermediary that we may use to place your coverage.
- 2.4. If you have a multi-year policy, it is important that you understand the limitations associated with the coverage options and the possibility that the financial strength of the insurer may change throughout the term of the policy. We recommend that you review the insurer's ratings for any downgrades during the term of this multi-year policy.
- 2.5. The final decisions with respect to all matters relating to your insurance coverages, risk management, and loss control needs and activities are yours. We will procure the insurance coverage chosen by you, including the limits you choose, prepare or forward insurance binders, if applicable, and review and transmit policies to you.
- 2.6. We will review all binders, policies and endorsements to confirm their accuracy and conformity to negotiated specifications and your instructions and advise you of any errors in, or recommended changes to, such documents. You agree that you will also review all such documents and promptly advise us of any questions you have or of any document or provision which you believe may not be in accordance with your instructions as soon as possible, and in no event longer than two weeks, after you receive them. Your coverage is defined by the terms and conditions detailed in your insurance policies and endorsements. Your review of these documents, and any review you may seek from outside legal counsel or insurance consultants, is expected and essential.
- 2.7. We will inform you of the reporting requirements for claims, including where claims should be reported and the method of reporting to be used, if applicable. Please carefully review any claims-reporting instructions or information we provide. Failure to timely and properly report a claim may jeopardize coverage for the claim. In addition, you should retain copies of all insurance policies and coverage documents as well as claims-reporting instructions after termination of the policies because in some cases you may need to report claims after termination of a policy.

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- 2.8. Our compensation may be revised if you request a change in the coverages and/or services during the term of this Agreement and we enter into a written agreement documenting any change in coverages, services and compensation.
- 2.9. If your insurance risks are in more than one jurisdiction, we, where required, will work with you and insurers to determine the allocation of premium between applicable jurisdictions, and the amount of insurance premium tax payable in each jurisdiction. In providing such services, Willis Towers Watson is acting in its capacity as an insurance broker, not as your tax advisor. You should seek your own advice in relation to such tax laws where you consider it necessary. We will not be liable to you should the apportionment of premium or amount of tax payable under the policy be challenged by any tax authority. In addition, we will not be liable to you should the insurers fail, or refuse, to collect and pay such insurance premium tax to the relevant authorities.
- 2.10. You will provide immediately available funds to pay premiums by the dates specified in the insurance policies, invoices, or other payment documents. Failure to pay premium on time may prevent coverage from incepting or result in cancellation of coverage by the insurer. You agree that we are not responsible for any consequences arising from any delay or failure by you to pay the amount due by the indicated date.
- 2.11. You may use a premium finance company, property appraiser, structured settlement firm or other similar service provider in connection with the insurance coverages we place for you. Premium finance options are not always available, but where they are, Willis Towers Watson currently works with industry leading finance providers for this service. Where permitted by law, we receive a fee for the services we provide those companies. These services include, but are not limited to, processing the premium finance applications and marketing and sales support they do not have. If you would like more information about the fee we receive, please let us know.
- 2.12. We will handle any premiums you pay through us and any funds which we receive from insurers or intermediaries for payment or return to you in accordance with applicable province/territory, state and federal insurance laws and regulations and province/territory and state unclaimed property laws. We may transfer your funds directly to insurers or to third parties such as wholesale brokers, excess and surplus lines brokers, or managing general agents to carry out transactions for you.
- 2.13. Where we collect funds from you, you agree that we may receive and retain interest on such funds from the date we receive the funds until we pay them to the insurers, intermediaries, or other third parties in the course of providing services, or until we return them to you after we receive such funds.
- 2.14. The following may be applicable where U.S. risks are insured with or through a foreign insurer or intermediary. The Foreign Account Tax Compliance Act (FATCA) is a U.S. law aimed at foreign financial institutions and other financial intermediaries (including insurance companies and intermediaries such as brokers) to prevent tax evasion by U.S. citizens and residents through offshore accounts. In order to comply with FATCA, insurance companies and intermediaries must meet certain legal requirements. Insurance placed with an insurance company that is not FATCA compliant may result in a 30% withholding tax on your premium. Where FATCA is applicable to you, in order to avoid this withholding tax, Willis Towers Watson will only place your insurance with FATCA-compliant insurers and intermediaries for which no withholding is required unless you instruct us to do otherwise and provide your advance written authorization to do so. If you do instruct Willis Towers Watson to place your insurance with a non-FATCA compliant insurer or intermediary, you may have to pay an additional amount equivalent to 30% of the premium covering U.S.-sourced risks to cover the withholding tax. If you instruct us to place your insurance with a non-FATCA compliant insurer but you do not agree to pay the additional 30% withholding if required, we will not place your insurance with such insurer. Please consult your tax adviser for full details of FATCA.
- 2.15. Unless otherwise provided in writing, you agree that we may use your company name and logo in marketing materials and for internal Willis Towers Watson use.
- 2.16. Unless otherwise agreed in writing, in the event of termination, we will be entitled to receive and retain any commissions payable under the terms of our commission agreements with the insurers in relation to policies placed by us, whether or not the commissions have been received by us.

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- 2.17. Our obligation to render services under the agreement ceases on the effective date of termination of the agreement. Nevertheless, we will take reasonable steps to assist in the orderly transition of matters to you or to a new insurance broker. Claims and premium or other adjustments may arise after our relationship ends, and we have no responsibility to handle these things after our relationship ends. Such items are normally handled by the insurance broker serving you at the time the claim or adjustment arises. However, we will consider providing such services after the termination of this agreement for mutually agreed additional compensation. Nevertheless, we will process all remaining deposit premium installments on the policy(ies) in effect at the time of change.
- 2.18. The insurance market is complex, and there could be other relationships which are not described in this document which might create conflicts of interest. If a conflict arises for which there is no practicable way of complying with this commitment, we will promptly inform you and withdraw from the engagement, unless you wish us to continue to provide the services and provide your written consent. Please let us know in writing if you have concerns or we will assume that you understand and consent to our providing our services pursuant to these Terms, Conditions & Disclosures.

3. Brokerage Disclosures

- 3.1. If a Willis Towers Watson affiliate or office located outside of Canada or the United States serves as an intermediary in the placement of your coverages, it will also earn and retain compensation for providing those services, which compensation may not be included in the fee.
- 3.2. The compensation that will be paid to Willis Towers Watson will vary based on the insurance contract it sells. Depending on the insurer and insurance contract you select, compensation may be paid by the insurer selling the insurance contract or by another third party. Such compensation may be contingent and may vary depending on a number of factors, including the insurance contract and insurer you select. In some cases, other factors such as the volume of business Willis Towers Watson provides to the insurer or the profitability of insurance contracts Willis Towers Watson provides to the insurer also may affect compensation. Willis Towers Watson may accept this compensation in locations where it is legally permissible, and meets standards and controls to address conflicts of interest. Whether or how much insurers may pay in such compensation does not play any role in Willis Towers Watson's placement recommendations on behalf of its clients. If you prefer that we not accept this compensation related to your policy, please notify us in writing and we will request that your insurer(s) exclude your business from their payment calculations.
- 3.3. Upon request, Willis Towers Watson will provide you with additional information about the compensation Willis Towers Watson expects to receive based in whole or in part on your purchase of insurance, and (if applicable) the compensation expected to be received based in whole or in part on any alternative quotes presented to you.
- 3.4. To the extent Willis Towers Watson is compensated by commissions paid to us by insurers, they will be earned for the entire policy period at the time we place policies for you. We will be paid the commission percentage stated for the placement of your insurance as indicated, and will receive the same commission percentage for all subsequent renewals of this policy unless a different commission percentage is disclosed to you, or unless the insurer changes its commission rates, in which case the new commission rate will be disclosed to you before placement of the policy.
- 3.5. Willis Towers Watson may place your insurance or other business with members of a panel of insurers or other vendors. Willis Towers Watson develops panels of insurers and vendors in certain market segments. Participating insurers and vendors are reviewed on a variety of factors. Commission or fee rates on panel placements may be higher than rates paid on business placed outside of the panel process. Willis Towers Watson discloses its commission rates to clients on quotes obtained through the panel process prior to binding the coverage. In some instances, insurers or vendors pay an administration or management fee to participate in the panel process or for additional reporting. In some instances, Willis Towers Watson may earn a referral fee for referring your business to certain vendors.
- 3.6. In some cases the use of a wholesale broker may be beneficial to you. We will not directly or indirectly place or renew your insurance business through a wholesale broker unless we first disclose to you in writing any compensation we or our corporate parents, subsidiaries or affiliates will receive as a result.

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- 3.7. If wholesalers, underwriting managers or managing general agents have a role in providing insurance products and services to you, they will also earn and retain compensation for their role in providing those products and services. If any such parties are corporate parents, subsidiaries or affiliates of ours, any compensation we or our corporate parents, subsidiaries or affiliates will receive will be included in the total compensation we disclose to you. If such parties are not affiliated with us, and if you desire more information regarding the compensation those parties will receive, please contact us and we will assist you in obtaining this information.
- 3.8. Commission schedules and other compensation arrangements related to our services on your behalf may change over time and may not always be congruent with your specific policy period. Willis Towers Watson will provide you with accurate information to the best of our knowledge when information is presented to you, but it is possible that compensation arrangements may change over time. We will update you on any changes to our compensation prior to your renewal, and will do so at any time upon your request.
- 3.9. As an insurance intermediary, we normally act for you. However, we or our corporate parents, subsidiaries or affiliates may also provide services to insurers for which we may earn compensation. These services may include, for example, (a) acting as a managing general agent, program manager or in other similar capacities which give us binding authority enabling us to accept business on their behalf and immediately provide coverage for a risk; (b) arranging lineslips or similar facilities which enable an insurer to bind business for itself and other insurers; (c) managing lineslips for insurers; or (d) providing third party administration and other services to insurers. Contracts with these insurers may grant us certain rights or create certain obligations regarding the marketing of insurance products provided by the insurers. We may place your insurance business under such a managing general agent's agreement, binding authority, lineslip or similar facility when we reasonably consider that these match your insurance requirements/instructions. When we intend to do so, we will inform you and disclose that we will receive compensation related to these services. In addition, these services may include providing services to insurers as a client. For example, we or they may provide consulting, brokerage, outsourced administration, or reinsurance services to insurer clients. In such cases, we or they will be compensated separately for the services provided to those insurer clients. Some of these insurer clients may happen to be insurers with whom we place your insurance coverages. The services provided to you and the services provided to our insurer clients are separate and any compensation earned for the services provided to insurer clients are separate from and in addition to the compensation we earn for the services we provide you under this Agreement.
- 3.10. We are members of a major international group of companies. In addition to the commissions received by us from insurers for placement of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties (some of which may be owned in whole or in part by our corporate parents or affiliates), may earn and retain usual and customary commissions for their role in providing insurance products or services to you under their separate contracts with insurers or reinsurers.
- 4. Disclosures Applicable Only to Property and Casualty Placements (Not applicable to Health and Benefits Placements)**
- 4.1. Willis Towers Watson negotiates commission rates with certain insurers on a corporate level. If the rate on your placement is lower than the negotiated rate, Willis Towers Watson will collect the difference directly from the insurer. These payments will not increase the cost of your insurance or otherwise impact your premium or rates. Details of these arrangements where there is compensation beyond the base compensation detailed in your Quote Proposal can be found at: http://www.willis.com/About_Willis/The_Willis_Way/Commission_Rates.
- 4.2. A separate business unit within the Willis Towers Watson Group, FINMAR Market Services, provides a wide range of services direct to certain insurers that write business for FINEX Global clients. A separate fee is paid to FINMAR Market Services by insurers for the delivery of these services to them. This fee is calculated within a range of 2.75% and 7.5% (plus VAT, if applicable) of the overall premiums placed depending on the scale of services provided. Unless otherwise stated, premiums paid by the clients of FINEX Global will not be increased as a result of these arrangements.
- 4.3. If a surplus lines insurer (sometimes referred to as an excess lines insurer, non-admitted insurer, or non-licensed insurer) was used to quote your coverage, its premium rates, coverage terms and policy forms

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are not regulated by your home state, province or territory, as applicable, and you will be required to pay an additional surplus lines premium tax which is on top of the premium. Also, in the event of the insurer's insolvency you will not be indemnified by any government guaranty fund for unpaid claims.

- 4.4. In addition to any other terms governing the use of your information as provided herein or in any other master services agreement, statement of work, or other agreement, you agree that we may use your information and, if applicable, receive remuneration for such use, as described below. We may:
- 4.4.1. aggregate and anonymise your information and may disclose to third parties certain anonymized or industry-wide statistics or other information which may include information relating to you, but that we will not, without your consent, reveal any information specific to you other than on an aggregated and anonymized basis and as part of an industry or sector-wide comparison;
 - 4.4.2. use your information to engage certain insurers in periodic discussions to gauge insurers' capabilities and interest in potentially quoting your business at a future date. Such discussions could be specific to your account or part of a discussion about a portfolio of accounts and typically increase the effectiveness and efficiency of our future marketing efforts on your behalf when you desire alternative bids;
 - 4.4.3. share information concerning your insurance arrangement with insurers or their agents where this is necessary to enable insurers to decide whether to participate in insuring your risk or to participate in any arrangement made by Willis Towers Watson whereby participating insurers agree to insure (wholly or partly) a portfolio of risks without necessarily making underwriting decisions on a case by case basis for individual risks within such portfolio;
 - 4.4.4. use any information you provide, without further notice to you, for the purpose of: (1) prospecting facultative reinsurance business from prospective insurer clients; (2) placing facultative reinsurance on behalf of our insurer clients; (3) marketing facultative reinsurance with prospective reinsurers on behalf of our insurer clients.

5. Language

- 5.1. It is the express wish of the parties that this Agreement and any related documents be drawn up in the English language. Les parties confirment qu'il est leur volonté expresse et réciproque que ce contrat et tout document qui s'y rattache soient rédigés en anglais.

6. Inquiries and Complaints

- 6.1. Your satisfaction is important to us. If you have questions or complaints, please inform the person who handles your business or contact the head of our office. Alternatively, you may call toll free 1-866-704-5115.

Development Department

Andrew Bowsher
7232 E. Main Street
Reynoldsburg OHIO 43068
614-322-6831 Phone

ORDINANCE REQUEST

DATE: September 23, 2019

TO: Finance and Administration Committee

RE: Contract Agreement for New Permitting Software with Viewpoint Cloud Solutions

1. Waive the competitive bidding process for this project. This purchase includes software that possesses specific capabilities to establish the collaborative effort with the other departments involved. The consolidation works seamlessly with all involved departments utilizing the same software.

2. Purchase the Viewpoint Cloud Solutions software and the data conversion at a total cost of \$66,680.00 Cost broken down as follows:

3. Utilize funds from fund 5300 from the following departments: Building, Development, Service, Water, and Streets. This is a combined, and collaborative software which will replace the current systems, and interconnect with our GIS capabilities.

Please see attachment for complete details.

Approval:

Completed Brad McCloud	Skipped Jed Hood	Completed Stephen Cicak
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The Reynoldsburg Department of Development is Requesting, Council approval for the following:

Development Department

Andrew Bowsher
7232 E. Main Street
Reynoldsburg OHIO 43068
614-322-6831 Phone

WHEREAS, the Acting Service Director has determined a need for a new permitting software to better adapt a multiple department use of a software system; and

WHEREAS, staff has determined that Viewpoint Cloud Solutions is the best software to accommodate the needs of the City of Reynoldsburg permitting processes; and

WHEREAS, the cost of this new software system is a total of \$66,680.00 that will be funded by the Building, Service, Water, Sewer, and Stormwater departments; and

WHEREAS, staff has determined that Viewpoint Cloud Solutions possesses the specific capabilities to establish the collaborative effort within City departments and is requesting that Council waive the competitive bidding process.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO:

SECTION 1. That the Mayor be and is hereby authorized and directed to enter into contract with Viewpoint Cloud Solutions for the purchase of a new permitting software system.

SECTION 2. That funds for the purchase of this software be appropriated from the following fund accounts:

- Un-appropriate \$10,000 from account 110.479.5366 Building Department, Computer Maintenance and return to the unappropriated General Fund,
- Un-appropriate \$24,680 from account 110.448.5399 Service Department, Other Misc. Services and return to the unappropriated General Fund,
- Appropriate \$34,680 from the unappropriated General Fund to account number

Development Department

Andrew Bowsher
7232 E. Main Street
Reynoldsburg OHIO 43068
614-322-6831 Phone

110.479.5639 Building Department, Other Equipment

- Un-appropriate \$16,000 from account number 740.737.5399 Storm Water, Other Misc. Services and re-appropriate to account number 740.737.5639 Storm Water Other Equipment
- Un-appropriate \$8,000 from account number 710.735.5399 Water, Other Misc. Services and re-appropriate to account number 710.735.5639 Water, Other Equipment
- Un-appropriate \$8,000 from account number 720.736.5399 Sewer, Other Misc. Services and re-appropriate to account number 720.736.5639 Sewer, Other Equipment

SECTION 3. That Council agrees to the waiving the competitive bidding process for the purchase of Viewpoint Cloud Solutions permitting software.

SECTION 4. That upon adoption by Council this ordinance shall be in effect thirty days following signature by the Mayor.

Proposal Information

Created Date 7/8/2019 Contract Start Date 10/1/2019
 Quote Number 201807-411 Contract End Date 9/30/2020

Municipal Information

Account Name City of Reynoldsburg Name Andrew Bowsher
 Billing Address 7232 E Main St Phone (614) 322-6831
 Reynoldsburg, Ohio 43068-2080 Email abowsher@ci.reynoldsburg.oh.us
 United States

Investment Line Items

Product	Product Description	Product Code	Total Price
ViewPoint Cloud	<p>For the Unlimited divisions/departments/disciplines (starting with Development (planning & zoning), Building (permits and code) and Service (streets, garage sale, special events) Accept online requests, route through workflows, manage approvals, collect payments, and issue permits.</p> <p>Allows for public inspection requests, inspection scheduling, mobile field inspections, and inspection reporting.</p> <p>Also you will be able to create renewal campaigns on any record type that is currently active in ViewPoint Cloud.</p> <ul style="list-style-type: none"> • Unlimited Users • Support & Maintenance • All Hosting & Storage • All Updates & Upgrades <p>Unlimited usage annually for the Department(s) and/or record types listed.</p>	Annual Recurring	\$44,880.00
ViewPoint Cloud Discount	Multi-department discount - Annual Recurring (ongoing)	Discount - Annual Recurring	(\$14,500.00)
ESRI Integration Support	ArcGIS Server 10.x web service accessible outside of the community's local intranet.	Annual Recurring	\$1,200.00
Flag integration (per system) Ongoing Updates	Import a list of flags into ViewPoint Cloud.	Annual Recurring	\$1,200.00
Master Address Table Annual Support	<p>Integrate your Master Address Table into ViewPoint Cloud for a weekly import of all location information. This will replace the automated Google Maps Address Search. It will be the municipalities responsibility to provide ViewPoint with the file initially and ongoing for any updates.</p> <p>Requirements: Same as 1 time import, plus (at least) read-only any-time access to the MAT database which must contain the parcel properties latitude/longitude coordinates.</p>	Annual Recurring	\$2,400.00
Contractor Integration Support	<p>Integrate ViewPoint Cloud with your contractor database to import licensed contractor information.</p> <p>*Small municipality discount (under 40k pop.) - 25% off monthly dues.</p> <p>Requirements: A clean contractor table including all information to be included on application forms.</p>	Annual Recurring	\$1,200.00
Discount	Annual Recurring Discount as noted above.	Discount	(\$300.00)
	ViewPoint will train administrative staff and provide implementation services for your first department (additional department deployment services may be requested for \$7,500/department)		

Attachment: Reynoldsburg OH (unlimited divisions-disciplines-departments)_V1 (Viewpoint Cloud Solutions Software/Service Purchase)

• This quotation may be multiple pages, please ensure you have all pages to include the signature authorization section

Implementation & Deployment Services	ViewPoint will provide implementation services for the first department you subscribe for these services. This service spans the duration of department deployment from beginning to go-live, during which time ViewPoint will set up your records as we collaborate on tailoring the system to suit your community. Intended for 1-3 administrators and/or your Project Manager. ViewPoint Cloud will provide professional services consulting and best practice recommendations, delivered remotely. This involves interacting with your project manager and at times department(s) staff for setting up record types for the department(s) and covers forms, fees, attachments, workflows, access rights & document outputs. Additional sample curriculum includes: • Defining citizen service goals • Developing an online permitting strategy • How to customize forms and workflows • Testing & Training best practices	One Time	\$13,000.00
Discount		Discount	(\$3,900.00)
End User Education Course	For 2 End User Sessions Expert assistance from a ViewPoint education specialist. Intended for end user staff. Price per department for single 2-hour end-user training webinar + recording. End Users will learn necessary skills to perform their jobs in the ViewPoint Cloud environment.	One Time	\$2,500.00
ESRI ArcGIS Server Integration	Integrate ViewPoint Cloud with your ArcGIS Server. This will replace all Google Maps views with your published ESRI map.	One Time	\$1,000.00
Flag integration (per system)	Import a list of flags into ViewPoint Cloud. (per system/dataset)	One Time	\$1,000.00
Master Address Table One Time Import	Import all of your location information from your Master Address Table into ViewPointCloud. This will replace the automated Google Maps Address Search. Requirements: A clean master address table including all of the community's location information and must contain the parcel properties latitude/longitude coordinates, as well as at least 1 unique ID field. ViewPoint does not take responsibility for 'dirty' data.	One Time	\$2,000.00
Contractor Integration	Contractor list provided by State of Ohio and made available in the software Integrate ViewPoint Cloud with your contractor database to import licensed contractor information.	One Time	\$1,000.00
Historical Data Migration	Migrate historical department data from BDS (in a clean state) **Additional scoping may be required** Please refer to Notes Below	One Time	\$7,000.00
Historical Data Migration	Migrate historical department data from New World (in a clean state) **Additional scoping may be required** Please refer to Notes Below	One Time	\$7,000.00

Total Investment from Items Above			
	Total Price		\$66,680.00

Notes **For the Unlimited divisions/departments/disciplines (starting with Development (planning & zoning), Building (permits and code) and Service (streets, garage sale, special events))**

Data Migration and File Requirements:

Import of permits and associated data from a report (or series of reports) exported by the community's current permitting system that conform to the technical requirements outlined by ViewPoint. The data migration is subject to the requirements summarized in the "Notes" section below.

- Each migration must have a central records file with a unique ID and all information that is 1 to 1 with each record.
- All many-to-one information (i.e. payments, inspections) must be provided in separate files with each item referencing the unique ID of the corresponding record
- Files must be provided in a flat-file format (csv, txt, or xlsx) with column headers in the first row. Names of files should indicate their contents

Attachment: Reynoldsburg OH (unlimited divisions-disciplines-departments)_V1 (Viewpoint Cloud Solutions Software/Service Purchase)

- The file must not contain extraneous rows which do not represent data to be migrated (e.g. summary data such as record counts, totals, etc.)
- For flat files, fields must be appropriately delimited and text should also be appropriately delimited and escaped
- The community must also provide a data-dictionary defining how the provided data fields should be mapped to fields in ViewPoint Cloud and whether any provided fields should be omitted from the migration.

The scope of data migration includes:

- Records (Permits, Licenses, etc.)
- Applicant data
- Location information (Records will only be linked to locations if an ID, MBL, or other logical link is provided to match up to the community's address integration)
- Fees and Payments (will be migrated as form data)
- Inspections (will be migrated as form data)
- Contractors, Work Description and other Form Data
- Other Multi-Entry form data

The scope of data migration does not include:

- Cleaning of any corrupted data
- Creation and linking of applicant accounts
- Integration of historical fees and payments into workflow or financial reports.
- Logs of permit changes
- Migration of any data into the workflow (i.e. pending or completed sign-offs, fee steps, document issuance, inspections).
- Permit Attachments
- Import of contractor database
- Creation of projects or other relationships between permits

ViewPoint Contact

Prepared By Carl Anderson Expiration Date 9/30/2019

By signing below, you hereby agree to the ViewPoint Cloud Terms of Service and will be billed according to the terms therein. The terms of service can be found here - <http://viewpointcloud.com/terms-of-service/>. ViewPoint's Privacy Policy may be found here - <http://viewpointcloud.com/privacy-policy/>. Annual recurring costs not to exceed 7% increase per year.

Signed _____ Date _____

Printed Name _____ Title _____



Terms of Service

PLEASE READ THESE CUSTOMER TERMS OF SERVICE CAREFULLY.

This is a contract between you (the Customer) and us (ViewPoint). It describes the services we will provide to you, how we will work together, and other aspects of our business relationship. These terms are so important that we cannot provide these services unless you agree to them. By using the Subscription Service or receiving the Consulting Services, you are agreeing to these terms.

We periodically update these terms and we will let you know when we do through the ViewPoint portal used to access your ViewPoint subscription.

1. Definitions

“Agreement” means these Customer Terms of Service and all materials referred or linked to in here.

“Billing Period” means the period for which you agree to prepay fees under an Order Form, which will be the same as or shorter than the Subscription Term. For example, if you subscribe to the Subscription Service for a one (1) year Initial Subscription Term, with a twelve (12) month upfront payment, the Billing Period will be twelve (12) months.

“Confidential Information” means all information provided by you or us (“Discloser”) to the other (“Receiver”), whether orally or in writing that is designated as confidential. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Discloser or (ii) was known to the Receiver before receipt from the Discloser.

“Consulting Services” means the professional services provided to you by us, which may include training services, installation, integration or other consulting services.

“Customer Data” means all information that you submit or collect via the Subscription Service.

“ViewPoint Content” means all information, data, text, messages, software, sound, music, video, photographs, graphics, images, and tags that we incorporate into the Subscription Service or Consulting Services.

“Order Form” or “Order” means the ViewPoint-approved form by which you agree to subscribe to the Subscription Service and purchase Consulting Services. The purchase form may also be referred to as a “Statement of Work”, “Quote”, or “Proposal”.

“Sensitive Information” means credit or debit card numbers; personal financial account information; Social Security numbers; passport numbers; driver’s license numbers or similar identifiers; any information subject to regulations, laws or industry standards designed to protect data privacy and security, such as the Health Insurance Portability and Accountability Act and the Payment Card Industry Data Security Standards.

“Subscription Service” means our web-based permit management applications, tools and platform that you have subscribed to by an Order Form, and developed, operated, and maintained by us, accessible via <http://www.viewpointcloud.com> or another designated URL, and any ancillary products and services that we provide to you.

“Subscription Term” means the Initial Subscription Term and all Renewal Subscription Terms.

“Third-Party Products” means non-embedded products and professional services that are provided by third parties which interoperate with or are used in connection with the Subscription Service.

“Users” means your employees, citizens, representatives, consultants, contractors or agents who are authorized to use the Subscription Service for your benefit and have unique user identifications and passwords for the Subscription Service.

“Record” means a single record created via the Subscription Service.

“Department” means a single department created via the Subscription Service.

“Record Type” means a single Record Type created via the Subscription Service.

“We”, “us” or “our” means ViewPoint Government Solutions, Inc.

“You”, “your” or “Customer” means the person or entity using the Subscription Service or receiving the Consulting Services and identified in the applicable billing statement, Order Form or Statement of Work as the customer.

2. The Subscription Service

a. Access. During the Subscription Term, we will provide you access to use the Subscription Service as described in this Agreement.

b. Limits. Limits may apply to the number of Records created per year or Departments or Record Types created in the Subscription Service. Any limits will be specified in your Order Form and this Agreement.

c. Modifications. We modify the Subscription Service from time to time, including by adding or deleting features and functions, in an effort to improve your experience. But we will not make changes to the Subscription Service that materially reduce the functionality of the Subscription Service provided to you during the Subscription Term. We might provide some or all elements of the Subscription Service through third party service providers.

d. Additional Features. You may subscribe to additional features of the Subscription Service by agreeing to a new Order Form.

e. Free Trial. If you register for a free trial of the Subscription Service, we will make the Subscription Service available to you on a trial basis free of charge until the earlier of (a) the end of the free trial period or (b) the start date of your subscription. If we include additional terms and conditions on the trial registration web page, those will apply as well. During the free trial period, (i) the Subscription Service is provided “as is” and without warranty of any kind, (ii) we may suspend, limit, or terminate the Subscription Service for any reason at any time without notice, and (iii) we will not be liable to you for damages of any kind related to your use of the Subscription Service. Unless you subscribe to the Subscription Service before the end of the free trial, all of your data on the Subscription Service will be permanently deleted at the end of the trial and we will not recover it.

3. Customer Support

a. Support. Support is included in your Subscription Fee. We accept webform support questions 24 Hours per Day x 7 Days per Week from within the Subscription Service. Webform responses are provided during business hours only. We attempt to respond to webform support questions within one business day; in practice, our responses are generally even faster. We do not promise or guarantee any specific response time.

b. Availability. We try to make the Subscription Service available 24 hours a day, 7 days a week, except for planned down-time for maintenance.

4. Consulting Services

You may purchase Consulting Services through an Order Form or Statement of Work. Fees for these Consulting Services are in addition to your Subscription Fee. Unless otherwise agreed, all Consulting Services are performed remotely.

For Consulting Services performed on-site, you will reimburse us our reasonable cost for all expenses incurred in connection with the Consulting Services. Any invoices or other requests for reimbursements will be due and payable within thirty (30) days of receipt of the invoice.

Hours purchased as part of a consulting package expire as set forth in the Order Form, but in any case later than one hundred and eighty (180) days from purchase. We might provide some or all elements of the Consulting Services through third party service providers. Consulting Services are non-cancellable and all fees for Consulting Services are non-refundable.

5. Fees and Payments

- a. **Subscription Fees.** The Subscription Fee will remain fixed during the Subscription Term unless you (i) exceed your applicable limits (see Section 2.b. above), (ii) change products or base packages, or (iii) subscribe to additional features or products, including additional Records. Where a price change applies to you, we will charge or invoice you under the new price structure, starting with the next Billing Period in the Subscription Term, except as provided below under “Fee Adjustments During a Billing Period”. In order to avoid additional charges, you should purchase the appropriate tier of Subscription Service for your anticipated needs. We will monitor or audit remotely the number of Records in the Subscription Service. This information is also available to you on your Settings page in your ViewPoint portal.
- b. **Fee Adjustments in Next Billing Period.** If you exceed your applicable limits in a Billing Period, then your Subscription Fee will be adjusted at the beginning of the next Billing Period up to the current base package and tier price which corresponds with the maximum number of Records or Departments from the prior Billing Period. This process will continue for each Billing Period during the Subscription Term. Our pricing and limits will be as set forth in your Order Form. We determine the number of Records and Departments in the Subscription Service. At your request, we will provide you with the detail we used to reach our conclusion. Once increased, your Subscription Fee will not decrease, even if there is a subsequent reduction in the number of Records or Departments.
- c. **Fee Adjustments During a Billing Period.** The Subscription Fee will increase during the course of a Billing Period if you exceed your applicable limits in a Billing Period. The Subscription Fee will be adjusted up to the tier price which corresponds with your Records or Departments processed from the current Billing Period. The Subscription Fee will also increase during a Billing Period if you change products or subscribe to additional features for use during the Billing Period.
- d. **Payment by credit card.** If you are paying by credit card, you authorize us to charge your credit card or bank account for all fees payable at the beginning of the Initial Subscription Term and all subsequent Billing Periods, including upgrades. You further authorize us to use a third party to process payments, and consent to the disclosure of your payment information to such third party.
- e. **Payment against invoice.** If you are paying by invoice, we will invoice you at the beginning of the Initial Subscription Term and at the beginning of each subsequent Billing Period. All amounts invoiced are due and payable within thirty (30) days from the date of the invoice, unless otherwise specified in the Order Form.

f. Payment Information. You will keep your contact information, billing information and credit card information (where applicable) up to date. All payment obligations are non-cancelable and all amounts paid are non-refundable, except as specifically provided for in this Agreement. All fees are due and payable in advance throughout the Subscription Term.

g. Sales Tax. All fees are exclusive of taxes, which we will charge as applicable. You agree to pay any tax applicable to your use of the Subscription Service and performance of Consulting Services. You shall have no liability for any taxes based upon our gross revenues or net income. If you are required to deduct or withhold any tax, you must pay the amount deducted or withheld as required by law and pay us an additional amount so that we receive payment in full as if there were no deduction or withholding.

6. Subscription Term and Renewal

a. Initial Subscription Term. The initial subscription term shall begin on the effective date of your Subscription and expire at the end of the period selected during the subscription process ("Initial Subscription Term").

b. Renewal Subscription Term. Unless one of us gives the other written notice that it does not intend to renew the subscription, this Agreement will automatically renew for the shorter of the Initial Subscription Term or one year ("Renewal Subscription Term"). Written notice of non-renewal must be sent no more than ninety (90) days but no less than forty-five (45) days in advance of the end of the Subscription Term. The Renewal Subscription Term will be on the current terms and conditions of this Agreement, and subject to the renewal pricing provided by ViewPoint, which shall not exceed a 7% increase from the prior Subscription Term. In addition, on renewal, the product usage limits specified in your Order Form will apply to your subscription, unless otherwise agreed to by you and ViewPoint. Should you decide not to renew, you may send the notice of non-renewal by email to sales@viewpointcloud.com.

c. End of Subscription Term. The Subscription Term will end on the expiration date and cannot be canceled before its expiration.

7. ViewPoint's Proprietary Rights

This is an Agreement for access to and use of the Subscription Service, and you are not granted a license to any software by this Agreement. The Subscription Service and Consulting Services are protected by intellectual property laws. The Subscription Service and Consulting Services belong to and are the property of us or our licensors (if any). We retain all ownership rights in the Subscription Service and Consulting Services. You agree not to copy, rent, lease, sell, distribute, or create derivative works based on the ViewPoint Content, the Subscription Service, or the Consulting Services in whole or in part, by any means except as expressly authorized in writing by us. ViewPoint, the ViewPoint logos, and other marks that we use from time to time are our trademarks and you may not use them without our prior written permission

We encourage all customers to comment on the Subscription Service or Consulting Services, provide suggestions for improving it, and vote on suggestions they like. You agree that all such comments and suggestions will be non-confidential and that we own all rights to use and incorporate them into the Subscription Service or Consulting Services, without payment to you.

8. Customer's Proprietary Rights

As between the parties, you own and retain all rights to the Customer Materials and Customer Data. This Agreement does not grant us any ownership rights to Customer Materials or Customer Data. You grant permission to us and our licensors to use the Customer Materials and Customer Data only as necessary to provide the Subscription Service and Consulting Services to you. If you are using the Subscription Service or receiving Consulting Services on behalf of another party, then you represent and warrant that you have all sufficient and necessary rights and permissions to do so.

9. Confidentiality.

The Receiver will: (i) protect the confidentiality of the Confidential Information using the same degree of care that it uses with its own confidential information of similar nature, but with no less than reasonable care, (ii) not use any Confidential Information for any purpose outside the scope of this Agreement, (iii) not disclose Confidential Information to any third party, and (iv) limit access to Confidential Information to its employees, contractors, advisors and agents. Upon notice to the Discloser, the Receiver may disclose Confidential Information if required to do so under any federal, state, or local law, statute, rule or regulatory subpoena or legal process.

10. Customer Responsibilities.

To realize the full value of the Subscription Service and Consulting Services, your participation and effort are needed. Resources that are typically required from you include a Project Manager and a Technical Resource. Responsibilities that are typically required include planning of permitting processes; acting as internal liaison between permitting and other functions; providing top level internal goals for the use of the Subscription Service; and supporting the integration of the Subscription Service with other systems.

11. Publicity

You grant us the right to add your name and logo to our customer list and website.

12. Customer Data

a. Limits on ViewPoint. We will not use, or allow anyone else to use, Customer Data to contact any individual or company except as you direct. We will use Customer Data only in order to provide the Subscription Service and Consulting Services to you and only as permitted by applicable law, this Agreement, and our Privacy Policy, located at <http://www.viewpointcloud.com/privacy-policy>

b. Aggregate Data. We may monitor use of the Subscription Service by all of our customers and use data gathered in an aggregate and anonymous manner. You agree that we may use and publish such information, provided that such information does not incorporate any Customer Data and/or identify you.

c. Safeguards. We will maintain commercially appropriate administrative, physical, and technical safeguards to protect Customer Data. You consent to the processing of Customer Data in the United States.

d. No Sensitive Information. YOU AGREE NOT TO USE THE SUBSCRIPTION SERVICE TO COLLECT, MANAGE OR PROCESS SENSITIVE INFORMATION. WE WILL NOT HAVE ANY LIABILITY THAT MAY RESULT FROM YOUR USE OF THE SUBSCRIPTION SERVICE TO COLLECT OR MANAGE SENSITIVE INFORMATION.

13. Use and Limitations of Use

a. Prohibited and Unauthorized Use. You will not (i) use the Subscription Service in any manner that damages, disables, overburdens, or impairs any of our websites or interferes with any other party's use of the Subscription Service; (ii) attempt to gain unauthorized access to the Subscription Service; (iii) access the Subscription Service other than through our interface; or (iv) use the Subscription Service for any purpose or in any manner that is unlawful or prohibited by this Agreement.

You will notify us right away of any unauthorized use of your Users' identifications and passwords or your account by following the instructions at <http://help.viewpointcloud.com>.

14. Third-Party Sites and Products

Third-Party Sites and Products are not under our control. Third-Party Sites and Products are provided to you only as a convenience, and the availability of any Third-Party Site or Product does not mean we endorse, support or warranty the Third-Party Site or Product.

15. Indemnification

You will indemnify, defend and hold us harmless, at your expense, against any third-party claim, suit, action or proceeding (each, an "Action") brought against us (and our officers, directors, employees, agents, service providers, licensors, and affiliates) by a third party not affiliated with us to the extent that such Action is based upon or arises out of (a) unauthorized or illegal use of the Subscription Service by you; (b) your noncompliance with or breach of this Agreement, (c) your use of Third-Party Products, or (d) the unauthorized use of the Subscription Service by any other person using your User information. We will: notify you in writing within thirty (30) days of our becoming aware of any such claim; give you sole control of the defense or settlement of such a claim; and provide you (at your expense) with any and all information and assistance reasonably requested by you to handle the defense or settlement of the claim. You shall

accept any settlement that (i) imposes an obligation on us; (ii) requires us to make an admission; or imposes liability not covered by these indemnifications or places restrictions on us without our prior written consent.

16. Disclaimers; Limitations of Liability

a. Disclaimer of Warranties. WE AND OUR AFFILIATES AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY OR ACCURACY OF THE SUBSCRIPTION SERVICE, VIEWPOINT CONTENT, OR THE CONSULTING SERVICES FOR ANY PURPOSE. APPLICATION PROGRAMMING INTERFACES (APIs) MAY NOT BE AVAILABLE AT ALL TIMES. TO THE EXTENT PERMITTED BY LAW, THE SUBSCRIPTION SERVICE AND CONSULTING SERVICE ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. WE DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND WITH REGARD TO THE SUBSCRIPTION SERVICE, AND THE CONSULTING SERVICES INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

b. No Indirect Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR BUSINESS OPPORTUNITIES.

c. Limitation of Liability. EXCEPT FOR YOUR LIABILITY FOR PAYMENT OF FEES, YOUR LIABILITY ARISING FROM YOUR INDEMNITY OBLIGATIONS, AND YOUR LIABILITY FOR VIOLATION OF OUR INTELLECTUAL PROPERTY RIGHTS, IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, EITHER PARTY IS DETERMINED TO HAVE ANY LIABILITY TO THE OTHER PARTY OR ANY THIRD PARTY, THE PARTIES AGREE THAT THE AGGREGATE LIABILITY OF A PARTY WILL BE LIMITED TO THE LESSER OF FIVE THOUSAND DOLLARS OR THE TOTAL AMOUNTS YOU HAVE ACTUALLY PAID FOR THE SUBSCRIPTION SERVICE IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO A CLAIM.

d. Third Party Products. WE DISCLAIM ALL LIABILITY WITH RESPECT TO THIRD-PARTY PRODUCTS THAT YOU USE. OUR LICENSORS SHALL HAVE NO LIABILITY OF ANY KIND UNDER THIS AGREEMENT.

YOU UNDERSTAND AND AGREE THAT ABSENT YOUR AGREEMENT TO THIS LIMITATION OF LIABILITY, WE WOULD NOT PROVIDE THE SUBSCRIPTION SERVICE TO YOU.

17. Termination, Suspension and Expiration

a. Termination for Cause. Either party may terminate this Agreement for cause: (i) upon thirty (30) days' notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) immediately, if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, liquidation or assignment for the benefit of creditors. This Agreement may not otherwise be terminated prior to the end of the Subscription Term.

b. Suspension for Prohibited Acts. We may suspend any User's access to the Subscription Service if you use of the Subscription Service in a way that violates applicable local, state, federal, or foreign laws or regulations or the terms of this Agreement, or (ii) repeated instances of posting or uploading material that infringes or is alleged to infringe on the copyright or trademark rights of any person or entity.

c. Suspension for Non-Payment. We may suspend your access to all or any part of the Subscription Service upon ten (10) days' notice to you of non-payment of any amount past due. We will not suspend the Subscription Service while you are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute. If the Subscription Service is suspended for non-payment, we may charge a re-activation fee to reinstate the Subscription Service.

d. Suspension for Present Harm. If your website on, or use of, the Subscription Service: (i) is being subjected to denial of service attacks or other disruptive activity, (ii) is being used to engage in denial of service attacks or other disruptive activity, (iii) is creating a security vulnerability for the Subscription Service or others, (iv) is consuming excessive bandwidth, or (v) is causing harm to us or others, then we may, with electronic or telephonic notice to you, suspend all or any access to the Subscription Service. We will try to limit the suspension to the affected portion of the Subscription Service and promptly resolve the issues causing the suspension of the Subscription Service.

e. Effect of Termination or Expiration. Upon termination or expiration of this Agreement, you will stop all use of the Subscription Service and ViewPoint Content. If you terminate this Agreement for cause, we will promptly refund any prepaid but unused fees covering use of the Subscription Service after termination. If we terminate this Agreement for cause, you will promptly pay all unpaid fees due through the end of the Subscription Term. Fees are otherwise non-refundable.

f. Retrieval of Customer Data. As long as you have paid all fees owed to us, if you make a written request within thirty (30) days after termination or expiration of your Subscription, we will provide you with temporary access to the Subscription Service to retrieve, or we will provide you with copies of, all Customer Data then in our possession or control. We may withhold access to the Customer Data until you pay any fees owed to us. Thirty (30) days after termination or expiration of your Subscription, we will have no obligation to maintain or provide you the Customer Data and may, unless legally prohibited, delete all Customer Data in our systems or otherwise in our control.

18. General

a. Amendment; No Waiver. We may update and change any part or all of these Customer Terms of Service including the fees and charges associated with the use of the Subscription Service. If we update or change these Customer Terms of Service, the updated Customer Terms of Service will be posted at <http://www.viewpointcloud.com/terms-of-service> and we will let you know through the ViewPoint portal used to access your ViewPoint subscription. The updated Customer Terms of Service will become effective

and binding on the next business day after it is posted. When we change these Customer Terms of Service the “Last Modified” date above will be updated to reflect the date of the most recent version. We encourage you to review these Customer Terms of Service periodically.

If you do not agree with a modification to the Customer Terms of Service, you must notify us in writing within thirty (30) days after receiving notice of modification. If you give us this notice, your subscription will continue to be governed by the terms and conditions of the Customer Terms of Service prior to modification for the remainder of your current term. Upon renewal, the Customer Terms of Service published by us on our website will apply.

No delay in exercising any right or remedy or failure to object will be a waiver of such right or remedy or any other right or remedy. A waiver on one occasion will not be a waiver of any right or remedy on any future occasion.

b. Contracting Entity and Applicable Law. You are contracting with ViewPoint Government Solutions, Inc. and this Agreement is governed by the laws of the Commonwealth of Massachusetts, U.S.A. without reference to conflicts of law principles. For contracts with ViewPoint Government Solutions, Inc., both parties consent to the exclusive jurisdiction and venue of courts in Boston, Massachusetts, U.S.A. for all disputes arising out of or relating to the use of the Subscription Service or the Consulting Services.

c. Force Majeure. Neither party will be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.

d. Actions Permitted. Except for actions for nonpayment or breach of a party’s proprietary rights, no action regardless of form, arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

e. Relationship of the Parties. You and we agree that no joint venture, partnership, employment, or agency relationship exists between us.

f. Compliance with Laws. We will comply with all U.S. state and federal laws in our provision of the Subscription Service, the Consulting Services and our processing of Customer Data. We reserve the right all times to disclose any information as necessary to satisfy any law, regulation, legal process or governmental request. You will comply with all laws in your use of the Subscription Service and Consulting Services, including any applicable export laws. You will comply with the sanctions programs administered by the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury. You will not directly or indirectly export, re-export, or transfer the Subscription Service or Consulting Services to prohibited countries or individuals or permit use of the Subscription Service or Consulting Services by prohibited countries or individuals.

g. Severability. If any part of this Agreement or an Order Form is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.

h. Notices. Notice will be sent to the contact address set forth herein (as such may be changed by notice given to the other party), and will be deemed delivered as of the date of actual receipt.

To ViewPoint Government Solutions, Inc.: ViewPoint Government Solutions, Inc., 320 Congress Street, 5th Floor, Boston, MA 02210, U.S.A., Attention: General Counsel.

To you: your address as provided in our ViewPoint Subscription account information for you.

We may give electronic notices by general notice via the Subscription Service and may give electronic notices specific to you by email to your e-mail address(es) on record in our account information for you or through the notifications center of the Subscription Service. We may give notice to you by telephone calls to the telephone numbers on record in our account information for you.

i. Entire Agreement. This Agreement (including each Order Form and Statement of Work), along with our Privacy Policy and AUP, is the entire agreement between us for the Subscription Service and Consulting Services and supersedes all other proposals and agreements, whether electronic, oral or written, between us. We object to and reject any additional or different terms proposed by you, including those contained in your purchase order, acceptance or website. Our obligations are not contingent on the delivery of any future functionality or features of the Subscription Service or dependent on any oral or written public comments made by us regarding future functionality or features of the Subscription Service.

j. Assignment. You will not assign or transfer this Agreement, including any assignment or transfer by reason of merger, reorganization, sale of all or substantially all of its assets, change of control or operation of law, without our prior written consent, which will not be unreasonably withheld. We may assign this Agreement to any affiliate or in the event of merger, reorganization, sale of all or substantially all of our assets, change of control or operation of law.

k. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any third party person or entity any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

l. Contract for Services. This Agreement is a contract for the provision of services and not a contract for the sale of goods. The provisions of the Uniform Commercial Code (UCC), the Uniform Computer Information Transaction Act (UCITA), or any substantially similar legislation as may be enacted, shall not apply to this Agreement. If you are located outside of the territory of the United States, the parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not govern this Agreement or the rights and obligations of the parties under this Agreement.

m. Authority. Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such party and enforceable in accordance with its terms.

6.a.b

n. Survival. The following sections shall survive the expiration or termination of this Agreement: 'Fees and Payments', 'ViewPoint's Proprietary Rights', 'Customer's Proprietary Rights', 'Publicity', 'Indemnification', 'Disclaimers; Limitations of Liability', 'Termination, Suspension and Expiration', and 'General'.

o. Precedence. In the event of a conflict between the terms of this Agreement and an Order Form or Statement of Work, the terms of the Order Form or Statement of Work shall control, but only as to that Order Form or Statement of Work.

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Boston, MA 02210

Los Angeles
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Los Angeles, CA 90013

Viewpoint

Attachment: Viewpoint Permit Software Contract (Viewpoint Cloud Solutions Software/Service Purchase)

High-performance permitting for government agencies



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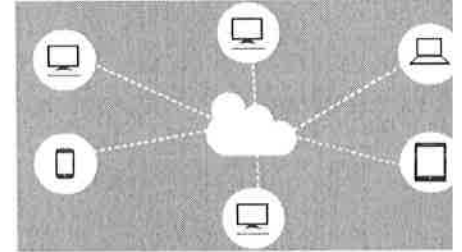
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Special Announcement: The Next Chapter for ViewPoint



OpenGov Acquires Permitting and Licensing Cloud Leader ViewPoint



The Fundamentals of Cloud Technology Integrations

Attachment: Viewpoint Permit Software Contract (Viewpoint Cloud Solutions Software/Service Purchase)