



RESOLUTION 2026-16

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CIVICSERVE, INC.

WHEREAS, the City of Powell, Ohio was seeking incentives management software to assist with economic development efforts; and

WHEREAS, CivicServe, Inc., which does business as CivicServe, is a cloud platform that centralizes incentive program data, tools and workflows in one place allowing economic development and finance teams to launch, manage, scale, track and report on incentive programs efficiently; and

WHEREAS, the City seeks to enter into an agreement with CivicServe, Inc. to assist with economic development efforts.

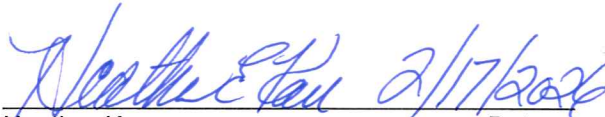
NOW THEREFORE BE IT RESOLVED BY THE CITY OF POWELL, DELAWARE COUNTY, OHIO AS FOLLOWS:

Section 1: The City hereby authorizes the City Manager or his designee to execute an agreement and/or order form with CivicServe, Inc., in substantially the same form as attached as Exhibit A.

Section 2: Council further hereby authorizes and directs the City Manager, the Director of Law, the Director of Finance, the Clerk of Council, or other appropriate officers of the City to take any other actions as may be appropriate to implement this Resolution without further legislation being required.

Section 3: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements including the Charter of the City of Powell and Section 121.22 of the Ohio Revised Code.

Section 4: This Resolution shall be in full force and effect immediately upon adoption.



Heather Karr
Mayor

Date



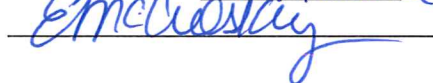
Elaine McCloskey
City Clerk

Date

EFFECTIVE DATE: February 17, 2026

This legislation has been posted in accordance with the City

Charter on this date 2/17/2026



City Clerk



Kurt Ramsey

Leif Carlson

City Council
Heather Karr, Mayor

David Lester

Tom Counts

Tyler Herrmann

Carlos Crawford

CIVICSERVE MASTER SERVICES AGREEMENT

THIS MASTER SERVICE(S) AGREEMENT (the "Agreement") is entered into and is effective as of February 5, 2026, ("Effective Date") by and between CivicServe, Inc. ("CivicServe") with its principal place of business at 207 W Jefferson St, Suite 501, Bloomington, IL 61701, and City of Powell with its principal place of business at 47 Hall Street, Powell, Ohio 43065 ("Customer"). The parties referenced above, intending to be legally bound, agree as follows:

1. CIVICSERVE DELIVERY OF SERVICE(S):

CivicServe grants Customer a non-exclusive, non-transferable, limited license to access and use the CivicServe Service(s) on the Authorized Website(s) identified in the attached Schedule A in consideration of the fees and terms described in Schedule A. This Agreement will also govern all additional Schedules for Service(s).

2. CUSTOMER RESPONSIBILITIES:

Customer acknowledges it is receiving only a limited license to use the Service(s) and related documentation, if any, and shall obtain no title, ownership nor any other rights in or to the Service(s) and related documentation, all of which title and rights shall remain with CivicServe. However, Customer will retain ownership of all its data in the system.

Customer agrees that (1) this license is limited to applications for its own use and may not lease or rent the Service(s) nor offer its use for others; (2) CivicServe is not responsible for content placed into the Service(s); (3) that the Service(s) will not be used to capture confidential information of any kind such as social security numbers; or bank account information and, (4) that it will maintain the Authorized Website(s) identified in Schedule A, provide CivicServe with all information reasonably necessary to setup or establish the Service(s) on Customer's behalf, and allow a "Powered by CivicServe" logo with a hyperlink to CivicServe's website home page on the Authorized Website.

3. SERVICE(S) LEVELS:

CivicServe will use commercially reasonable efforts to backup and keep the Service(s) and Authorized Website(s) in operation consistent with applicable industry standards and will respond to customers' requests for support during normal business hours.

THE SERVICE(S) ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICE(S) IS AT ITS OWN RISK. CIVICSERVE DOES NOT WARRANT THAT THE SERVICE(S) WILL BE UNINTERRUPTED OR ERROR-FREE OR UNAFFECTED BY FORCE MAJEURE EVENTS.

4. WARRANTY AND LIABILITY:

CIVICSERVE MAKES NO REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT AS OTHERWISE STATED HEREIN OF THE SERVICE(S) AND SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, DATA LOSS AND BUSINESS INTERRUPTION, AND THE PARTIES AGREE THAT THE ONLY REMEDIES THAT SHALL BE AVAILABLE TO CUSTOMER UNDER THIS AGREEMENT SHALL BE THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. CIVICSERVE'S LIABILITY UNDER ALL CIRCUMSTANCES INVOLVED HEREIN IS EXPRESSLY LIMITED TO THE AMOUNT RECEIVED BY CIVICSERVE UNDER THIS AGREEMENT.

5. TERMINATION:

Either party may terminate this agreement without cause if the terminating party gives the other party sixty (60) days written notice prior to termination. Should Customer terminate without cause after the first date of the then current term as defined in the attached Schedule(s), Customer must pay the balance of the current contracted term and this payment obligation will immediately become due.

CivicServe may terminate service(s) if payments are not received by CivicServe as specified in Schedule A and any subsequent Schedule(s). All monies associated to the current term will be due immediately.

Upon any termination, CivicServe will discontinue Service(s) under this Agreement; CivicServe will provide Customer with an electronic copy of all Customer owned data, if requested, at no cost to Customer; and, the provisions of this Agreement regarding Ownership, Liability, Confidentiality and Miscellaneous will continue to survive.

6. ACCEPTABLE USE:

Customer represents and warrants that the Service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, policies, terms and procedures. CivicServe may, upon misuse of the Service(s), request Customer to terminate access to any individual and Customer agrees to promptly comply with such request unless such misuse is corrected.

7. SERVICE INITIATION:

Customer agrees to perform all customer activities as stated on Schedule A.

8. CONFIDENTIALITY:

Each party hereby agrees to maintain the confidentiality of the other party's confidential and proprietary materials and information, including but not limited to, all information, knowledge, or data not generally available to the public, which is acquired in connection with this Agreement, unless disclosure is required by law. Each party hereby agrees not to copy, duplicate, or transcribe any confidential documents of the other party except as required in connection with their performance under this Agreement or law. Customer acknowledges that the Service(s) may contain documents that CivicServe considers to contain valuable trade secrets, which are the sole property of CivicServe, and Customer agrees to use reasonable care to prevent other parties from learning of these trade secrets or have unauthorized access to the Service(s). CivicServe will use reasonable efforts to ensure that any CivicServe contractors maintain the confidentiality of proprietary materials and information.

9. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Ohio, and any litigation concerning this Agreement may be initiated only in the state and federal courts located in Franklin or Delaware Counties, Ohio. CivicServe may not assign its rights and obligations under this Agreement, in whole or part, without prior written consent of Customer, which consent will not be unreasonably withheld. CivicServe agrees to comply with Open Records laws as they apply to Customer. CivicServe, at its discretion, may inform through conversations, website, or social media platforms that Customer is using CivicServe's platform.

10. ACCEPTANCE:

Authorized representatives of Customer and CivicServe have read the foregoing and all documents incorporated therein and agree and accept such terms effective as of the Effective Date.

Customer: City of Powell

Signature: _____

Print Name: _____

Title: _____ Date: _____

CivicServe, Inc.

Signature: _____

Print Name: _____

Title: _____ Date: _____

CIVICSERVE MASTER SERVICES AGREEMENT

SCHEDULE A

Item	Details (Checked boxes apply to customer instance. Boxes not checked may be purchased at a future date):	
Core Platform	<input checked="" type="checkbox"/> Customer Relationship Management (CRM) <input checked="" type="checkbox"/> Lead Management	<input checked="" type="checkbox"/> Project Management <input checked="" type="checkbox"/> Goal Management
Licensed Users (Unlimited seats)	<input checked="" type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> State	<input type="checkbox"/> EDO <input type="checkbox"/> Chamber of Commerce <input type="checkbox"/> Consultants
BRE Module	<input type="checkbox"/> BRE & Site Visit Surveys <input type="checkbox"/> Business Directory <input type="checkbox"/> Business Events	<input type="checkbox"/> Monthly Business Data <input type="checkbox"/> Registration, Licensing, and Certifications
Incentive Module	<input type="checkbox"/> Abatements <input type="checkbox"/> Credits, Exemptions, Rebates & Waivers <input type="checkbox"/> Business Development Districts <input type="checkbox"/> Community Improvement Districts <input checked="" type="checkbox"/> Economic Development Grants <input type="checkbox"/> Economic Development Loans <input type="checkbox"/> Enterprise Zones	<input type="checkbox"/> Hub Zones <input type="checkbox"/> Opportunity Zones <input type="checkbox"/> PILOTS <input type="checkbox"/> Special Services Areas <input checked="" type="checkbox"/> Tax Increment Financing Districts <input type="checkbox"/> Community Reinvestment Area
Property Module	<input type="checkbox"/> Available Property Registration <input type="checkbox"/> Vacant Property Registration	<input type="checkbox"/> Property Marketing (Public Portal) <input type="checkbox"/> Lease Contract Management (Customer Owned Properties)
Workforce Module	<input type="checkbox"/> Workforce Events	
Integrations	<input type="checkbox"/> GIS (Customer API Required) <input type="checkbox"/> Microsoft 365	<input type="checkbox"/> Single Sign-On (Provider Must Support SAML 2.0)

Professional Services

Implementation	<p>Customer agrees to the following:</p> <p>(1) Participate in a 1-hour Implementation Kickoff Meeting with CivicServe within <u>10 business days</u> of the Subscription Term;</p> <p>(2) To the extent permitted by law, provide access to all items outlined during Implementation Kickoff Meeting information within <u>15 business days</u> of the start of the Subscription Term;</p> <p>(3) Make accessible any requested data sources or integrations within <u>15 business days</u> of the start of the Subscription Term;</p> <p>(4) Make available necessary Customer team members during weekly, 1-hour virtual update sessions throughout the implementation process.</p> <p>(5) Provide GIS data in CivicServe's specified format.</p> <p>CivicServe's Implementation and Service team will enter up to a total of 50 open and active projects into platform.</p>
Training and Support	Services to support Customer upon conclusion of Implementation include: (1) Two annual, 1-Hour virtual training sessions; (2) ongoing access to CivicServe Help Desk via Support@CivicServe.com ; and (3) ongoing access to digital training materials

Terms

Software Subscription Fees	Software Subscription Fees Services as described in Schedule A	Annual Subscription Fee:	\$16,000
		Management Discount:	(\$10,750)
		Total Discounted Annual Subscription Fee: ***Valid if Agreement signed on or before February 28, 2026	\$5,250
One-Time Implementation Fees	Implementation Type Standard software implementation	Implementation List Fee:	\$3,500
		Management Discount:	(\$3,500)
		Total Discounted Implementation Fee: ***Valid if Agreement signed on or before February 28, 2026	WAIVED
Subscription Term	<p>March 1, 2026 through February 28, 2027 (the "Term").</p> <p>Customer may request to extend the term of this Agreement, including this Schedule A, for additional twelve 12 month terms (renewal terms) by giving written notice of its intent to renew at least sixty (60) days prior to the expiration of the then-current term. If Customer timely provides such notice, then the Parties shall execute an addendum to this Agreement and Schedule A.</p>		
Payment Terms	<p>Customer agrees to be billed and to pay CivicServe for all service, subscription, and license fees in accordance with this Agreement and Schedule A. CivicServe will invoice Customer on an annual basis upon the Subscription Term Start Date and Customer shall pay CivicServe's invoices NET 30. This secures site, servers, and resources necessary to begin project. If payment is not received in accordance with the Payment Terms, CivicServe has the right to suspend all services. Furthermore, invoices accrue 1% per month past due and Customer is responsible for all costs, including attorney fees, for the collection of invoices. Renewal terms will not increase by more than eight (8) percent annually. Remit payments to CivicServe Accounts Receivable, 207 W Jefferson Street Suite 501 Bloomington, IL 61701.</p>		
Data	<p>Customer data is owned by the customer. All document storage is via a standard storage account provisioned by CivicServe. 50GB of storage is included in the fees set forth above, with every additional 50GB of storage being assessed a fee of \$20/month. Additionally, 500GB per month of document attachment retrieval is included. CivicServe will advise the Customer upon reaching the range of 85-90% of the allotted storage amount. At said time Customer may elect to transfer and delete files or agree to incur future data storage fees as outlined herein.</p>		