

**RESOLUTION NO.:** 2012-R37  
**SPONSOR:** MAYOR NORTON  
**INTRODUCED:** AUGUST 14, 2012 **ASSIGNED TO:** PLANNING

**A RESOLUTION AUTHORIZING A MUNICIPAL ECONOMIC DEVELOPMENT GRANT AGREEMENT WITH COMDOC, INCORPORATED, AND DECLARING AN EMERGENCY.**

WHEREAS, ComDoc, Incorporated ("ComDoc") currently occupies facilities located in Green at 3485 Massillon Road, Green, Ohio 44685 and proposes to expand its operation to 3475 Forest Lake Drive, Suite 150, Green, Ohio 44685; and

WHEREAS, ComDoc plans to retain sixty-five full-time permanent employees, with an approximate annual payroll of \$3,000,00.00; and

WHEREAS, the City of Green has encouraged the development of vacant industrial and office real property where occupancy results in new jobs within the City and/or preserve jobs in the City; and

WHEREAS, the Project will create employment opportunities and improve the economic welfare of the people of the City of Green; and

WHEREAS, to facilitate the expansion of ComDoc's facility, the City of Green agrees to make annual Municipal Economic Development Grant payments to the Company from sources identified in the Municipal Economic Development Grant Agreement ("Grant Agreement") between the City and ComDoc; and

WHEREAS, the Mayor of the City of Green has investigated ComDoc's request and recommends that City Council authorize the execution of the Municipal Economic Development Grant Agreement because ComDoc is qualified by its financial responsibility and business experience to preserve employment opportunities and to improve the economic climate of the City of Green.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GREEN, COUNTY OF SUMMIT, STATE OF OHIO, THAT:**

**SECTION ONE:**

City Council finds and determines that the Project is consistent with the purposes of Section 13 of Article VIII of the Ohio Constitution to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State of Ohio.

**SECTION TWO:**

City Council agrees that the City may make grant payments to ComDoc pursuant to the Grant Agreement attached as Exhibit "A" to assist the company in financing the Project and in furtherance of the purposes in Section 13 of Article VIII of the Ohio Constitution. City Council authorizes the Mayor to execute the Grant Agreement, which provides that the City will extend a fifty percent (50%) municipal economic development grant associated with retaining sixty-five full-time permanent employees with an approximate annual payroll of \$3,000,000.00 for a period of five (5) Tax Years.

**SECTION THREE:**

The City of Green finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council and any deliberations of this Council and any of its committees that resulted in those formal action were in meetings open to the public, in compliance with all legal requirements.

**SECTION FOUR:**

Council declares this to be an emergency immediately necessary for the preservation of the public peace, health, safety, and welfare of the citizens of Green. Provided that this legislation receives the affirmative vote of three-fourths of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise, it shall take effect and be in force at the earliest time allowed by law.

ADOPTED: SEPT. 11, 2012  
Molly Stevens  
Molly Stevens, Clerk

[Signature]  
Joel Reed, Council President

APPROVED: Sept 11, 2012  
[Signature]  
Richard G. Norton, Mayor

COPIED \_\_\_\_\_  
SVCE ZONE PARK ROAD ENG  
LAW FIN MAY PLAN FIRE

ENACTED EFFECTIVE: Sept 11, 2012

ON ROLL CALL: Colopy - yes France - yes Humphrey Abstained Knodel - yes  
Neugebauer - yes Reed - yes Summerville - yes Adopted 6-0-1

Suburbanite publication on SEPT. 16 and SEPT. 23, 2012  
Molly Stevens  
Molly Stevens, Clerk

08/14/2012 Approved as to form and content by Stephen J. Pruneski, Law Director [Signature] 8/9/12

**CITY OF GREEN  
MUNICIPAL ECONOMIC DEVELOPMENT GRANT AGREEMENT  
JOB RETENTION**

This Grant Agreement made and entered into by and between the **City of Green, Ohio**, with its administrative offices located at 1755 Town Park Blvd., P0 Box 278, Green, Ohio, 44232-0278 ("City") and **ComDoc, Incorporated**, an Ohio corporation whose offices are located at 3458 Massillon Road, Green, OH 44685 ("Company").

**WITNESSETH:**

WHEREAS, the City has encouraged the development of existing vacant industrial and office real property where occupancy results in employment opportunities for the City; and

WHEREAS, the Company has experienced significant growth and will expand its operations to include 3458 Massillon Road, Green, OH 44685 ("Headquarters") and 3475 Forest Lake Drive, Suite 150, Green, OH 44685 ("Project Site"), allowing the company to grow and remain in the City of Green.

WHEREAS, the City desires to provide the Company with incentives consistent with the purposes of Section 13 of Article VIII of the Ohio Constitution to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State of Ohio and the City; and

WHEREAS, the Mayor has investigated the request of the Company and has recommended this Grant Agreement to City Council because the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities and improve the economic climate of the City; and

WHEREAS, City Council has enacted Resolution 2012-RXX authorizing the execution of a City of Green Municipal Economic Development Grant Agreement ("Grant Agreement") to provide certain monetary incentives to the Company.

NOW THEREFORE, in consideration of the mutual covenants contained in this Grant Agreement and the benefit to be derived by the parties from the execution of this Grant Agreement, the parties agree as follows:

**Section I: Definitions.**

A. "Confidential Information" means income tax withholding forms or reports, tax returns and other substantiating evidence used pursuant to Section 718.13 of the Revised Code; provided, however, Confidential Information shall not include information that became known to the City prior to the Company's disclosure of such information.

B. "Date of Initial Operations" means the date stated in the Grant Agreement in which the Company's facility and equipment is in a condition sufficient to allow for the commencement of Company activities at the Project Site.

C. "Related Member" means a person that with respect to the taxpayer during all or any portion of the taxable year is a Related Entity, is a component member as defined in Section 1 563(b) of the Internal Revenue Code, or is a person to or from whom there is attribution of stock ownership in accordance with Section 1 563(e) of the Internal Revenue Code.

D. "Related Entity" means one of the following:

i) An individual stockholder or a member of the stockholders family enumerated in Section 318 of the Internal Revenue Code, if the stockholder and the members of the stockholder's family own, directly, indirectly, beneficially, or constructively, in the aggregate, at least fifty (50) percent of the value of the taxpayers' outstanding stock;

ii) A stockholder or a stockholder's partnership, estate, trust, or corporation, if the stockholder and the stockholder's partnerships, estates, trusts, and corporations own directly, indirectly, beneficially, or constructively, in the aggregate, at least fifty (50) percent of the value of the taxpayers' outstanding stock;

iii) A corporation or a party related to the corporation in a manner that would require an attribution of stock from the corporation to the party or from the party to the corporation, if the taxpayer owns, directly, indirectly, beneficially, or constructively, at least fifty (50) percent of the value of the corporation's outstanding stock.

E. "Full-Time Permanent Employee" means an individual who is employed by the Company for at least thirty-five hours (35) hours a week.

F. "Part-Time Permanent Employee" means an individual who is employed by the Company for less than thirty-five hours (35) hours a week.

G. "Retained Employees" means the Employees employed by the Company within the City of Green before the Date of Initial Operations less those employees transferred to the Project Site.

H. "Transferred Employees" means the Employees employed by the Company within the City of Green at 3458 Massillon Road, Green, OH 44685 that are to be relocated to the Project Site.

I. "New Employee" means a Full-Time Permanent Employee first employed by the Company at the Project Site after the established Date of Initial Operations;

Except as otherwise provided, New Employee does not include:

1 Any Employee of the Company who was previously employed in this state by a Related Member of the Company and whose employment was shifted to the Company;

2. An Employee of the Company who is employed in a position that was relocated to the Project Site from other operations in this state or from operations of a Related Member of the Company in this state and the position was not refilled; or

3 A child, grandchild, parent or spouse (other than a spouse who is legally separated from the individual) of any individual who is an Employee of the Company and who has a direct or indirect ownership interest of at least five (5) percent in the profits, capital or value of the Company. Such ownership interest shall be determined in accordance with Section 1563 of the Internal Revenue Code and the regulations prescribed.

J. "Tax Year" means the calendar year for which taxes are charged.

K. "Collection Year" means the calendar year in which taxes are collected.

L. "Grant Year" means the Tax Year in which a municipal economic development grant is received by the Company.

M. "Municipal Income Tax" means an annual tax that is imposed by the City on income at the current rate as defined in Chapter 880 of City's Codified Ordinances.

N. "New Payroll Withholding Tax" means the total amount of Municipal Income Tax withheld by the Company from the compensation of New Employees during the applicable Tax Year.

O. "Reconciliation of City of Green Income Tax Withheld from Wages Form" means the form submitted by the Company showing the amount of payroll taxes withheld and paid during the applicable Tax Year to the City.

P. "Grant Payment" means the payment made by the City to the Company from revenue sources determined by the City based on a percentage of City of Green Annual Municipal Income Tax Withholding Receipts derived from job creation and retention from the Company as laid out in Section III.

Q. "Non-Tax Revenues" as used in this Grant Agreement means all monies of the City, which are not monies raised by taxation, to the extent available for the purpose of making the Grant Payment required, including, but not limited to the following:

- i) Grants from the United States of America and the State;
- ii) Payments in lieu of taxes now or hereafter authorized by State statute to the extent pledged to pay debt charges on City indebtedness;

- iii) Fines and forfeitures which are deposited in the City's General Fund;
- iv) Fees deposited in the City's General Fund for services provided and from properly imposed licenses and permits;
- v) Investment earnings on the City's General Fund;
- vi) Investment earnings on other funds of the City that are Granted to the City's General Fund;
- vii) Proceeds from the sale of assets which are deposited in the City's General Fund;
- viii) Gifts and donations;
- ix) All rental payments which are deposited in the City's General Fund.

#### Section II: Company's Determinations.

The Company has been one of Green's largest employers for many years, and its office at 3458 Massillon Road has served as its headquarters location. The Company is currently growing and has reached its capacity at its Green headquarters location. The company is planning to transfer 65 employees from the Headquarters site to the Project Site in Green to accommodate its growing business.

#### Section III: Job Retention and Creation Requirements.

##### A. Retention

The Company shall maintain employment levels ("Retained Employees") at the Headquarters site (3458 Massillon Road, Green, OH 44685) after the Transferred Employees are at the Project Site. The Company, as of the Date of Initial Operations, has at its Headquarters site in Green: approximately 120-140 Employees with an annual payroll of approximately \$6,500,000.

##### B. Transfer

The company will transfer between 60-65 Full-Time Permanent Employees to the Project Site with an average annual payroll of approximately \$3,000,000.

#### Section IV: Grant Percentage & Term.

The City shall pay to the Company, as a Grant, a sum equal to fifty (50) percent of the City of Green Annual Municipal Income Tax Withholding Receipts ("Payroll Withholding Taxes") derived from the Transferred Employees with a total payroll of approximately \$3,000,000 located at the Project Site for a period of five (5) Tax Years.

The Grant Payment will be for Tax Years 2013-2017. The Grant Term shall begin in Tax Year 2013 (January 1, 2013) and terminate at the end of Tax Year 2017 (December 31, 2017) provided the Company maintains Retained Employee levels at its Headquarters site at 3458 Massillon Road and maintains between 60-65 Full-Time Permanent Employees at the Project Site with an annual payroll of approximately \$3,000,000.

The following chart illustrates the terms and percentage amounts:

Year	Transferred Employees	Payroll	Income Taxes Paid	Grant Payment Percentage	Annual Grant Payment to Company
2013	65	\$ 3,000,000	\$ 60,000	50%	\$ 30,000
2014	65	\$ 3,000,000	\$ 60,000	50%	\$ 30,000
2015	65	\$ 3,000,000	\$ 60,000	50%	\$ 30,000
2016	65	\$ 3,000,000	\$ 60,000	50%	\$ 30,000
2017	65	\$ 3,000,000	\$ 60,000	50%	\$ 30,000
<b>Total</b>		<b>\$ 15,000,000</b>			<b>\$ 150,000</b>

**Section V: Grant Payment.**

The Grant shall be paid to the Company within ninety (90) days of the receipt of the Company's Annual Report, Reconciliation of City of Green Income Tax Withheld from Wages Form and any supporting documentation requested by the City from the Company. The Company's Annual Report will be considered tentative and subject to audit by the City of Green. Any obligation of the City created by or arising out of this Grant Agreement shall not be a general debt on its part nor give rise to any pecuniary liability of the City, but shall be payable solely as determined by the City. The Grant Payment(s) due shall be made by check payable to the Company and addressed to the Company's Chief Financial Officer.

Date of Initial Operations at the Project Site shall be October 1, 2012.

**Section VI: Company's Operation.**

The Company shall continue to maintain its operations at the Project Site for the same number of Calendar Years as the term of the Grant ("Continuation Period"). The Continuation Period will begin January 1, 2018 and end on December 31, 2022.

**Section VII: Effect of Failure to Maintain Operations.**

If the Company fails to maintain operations at the Project Site for the Continuation Period, the Company may be required to payback, at the City's sole, absolute discretion, in whole or in part, any grant monies received. In determining the portion of any Grant to be repaid, the City shall consider the effect of market conditions on the Company's Project.

**Section VIII: Reporting.**

**A. Annual Reports**

The Company shall be required to provide Annual Reports to the City, which shall be on forms provided by the City and shall include any information reasonably required by the City to evaluate the Company's compliance with this Grant Agreement. The Annual Report shall specify, at a minimum, the number of eligible Employees, the annual payroll of the eligible Employees, the average wage of the eligible Employees, the Payroll Withholding Taxes withheld in connection with the eligible Employees, and any other information the City deems appropriate to perform its duties. The Company's Annual Report to the City shall be certified as accurate and complete as evidenced by the original signature of an authorized officer of the Company. Annual Reports are due to the City of Green Planning Department, no later than March 1 of each calendar year.

At the signing of this agreement, the Company shall provide to the City of Green a listing of current employees names, job titles, home addresses, average hours worked per week, date of initial employment and their annual wages to determine the base benchmark.

Each year during the Term of this Agreement, the Company shall provide, at a minimum to the City of Green Finance Department and the City of Green Planning Department, a copy of their Reconciliation of City of Green Income Tax Withheld from Wages Form showing the amount of payroll taxes withheld and paid during the applicable Tax Year to the City. The Company shall also provide a listing containing each employee's name, average hours worked per week and wages for that year.

In the event that the City determines the Company has submitted an Annual Report containing erroneous data or data not supported by the records established and maintained under this Grant Agreement, the City may, after providing written notice, require the Company to resubmit corrected Annual Reports for the Tax Year(s) in which such Annual Report(s) were filed.

#### B. Continuation Reports

No later than March 1 of each calendar year during the Continuation Period year, the Company shall submit to the City written notice that includes, but is not limited to, the total number of Retained, Transferred, and New Employee levels, Retained, Transferred, and New Employee annual payroll levels, Retained, Transferred, and New Employee average wage rates, and any other information demonstrating that the Company maintains substantial operations at the Project Site. The Continuation Report shall be itemized by Retained/Transferred and New Employees and management employees and shall be certified as accurate and complete as evidenced by the original signature of any authorized officer of the Company.

#### Section IX: Non-Compliance and Termination.

In the event that the Company fails to achieve and/or maintain the minimum amounts required, or if the Company materially fails to fulfill any other obligation under this Grant Agreement, or upon just cause, the City shall give written notice of such failure(s) to the Company. The notice shall provide the Company with a thirty (30) day period to cure any and all defaults under this Grant Agreement.

Upon expiration of the thirty (30) day notice period, the Company is still in violation of any provision of this Grant Agreement, the City may unilaterally and prospectively reduce the percentage and term of the Grant or the City may immediately terminate the Grant Agreement in its entirety. The City may also require the Company to refund any or all Grant Payments received under this Grant Agreement.

#### Section X: Amendments or Modifications.

Either party may at any time during the Term of this Grant Agreement request amendments or modifications, but such changes or amendments shall not be effective until

executed by the parties. Requests for amendment(s) or modification(s) to this Grant Agreement shall be in writing and shall specify the requested change(s) and the justification of such change(s). The parties shall review the request for modification(s) in terms of legislation, regulations, and goals relating to the Project. Should the parties consent to modification(s) of the Grant Agreement, an amendment shall be created, approved, and executed in the same manner as the original Grant Agreement. Such amendment(s) shall not be effective until a written amendment is signed by all parties. Notwithstanding the above and pursuant to Ohio Revised Code Section 122.17(E) and Ohio Administrative Code Section 122:7-1-08, the City may amend the terms of the Grant Agreement, in appropriate circumstances, without the consent of the Company and without a written amendment executed by all parties.

**Section XI: Records, Access and Maintenance.**

The Company is required to establish and maintain all relevant supporting documentation used in the generation of this Grant Agreement and its reporting requirements for at least four (4) years beyond the last Calendar Year of the Continuation Period. The Company shall make for examination all of its records with respect to matters covered by this Grant Agreement including, but not limited to, records of personnel and conditions of employment and shall permit the City and appropriate state agencies or officials to audit, examine, and make excerpts or transcripts from such records. The Company shall maintain and organize its records in such form so that, in case of a review of its records or an audit, it is able to verify and document the information it provides in its Annual and Continuation Reports pursuant to this Grant Agreement. The Company shall make available, during normal business hours, company records for review and verification by the City and any appropriate state agency or official as often as the City or the appropriate state agency or official may reasonably deem necessary.

The parties further agree that records required by the City with respect to any questioned costs, audit disallowances, litigation, or dispute between the City and the Company shall be maintained for the time needed for the resolution of the question and that in the event of early termination of this Grant Agreement, or if for any other reason the City shall require a review of the records related to the Project, the Company shall, at its own cost and expense, segregate all such records related to the Project from its other records of operation.

**Section XII: Audits and Inspections.**

Final determination of the number of New Employees created, Payroll Withholding Taxes received, and findings as to all other matters pertaining to compliance with this Grant Agreement shall be made by the City. The Company authorizes the City, including, but not limited to, the Mayor, Finance Department, Law Department and/or Planning Department to review and inspect its City of Green Income Tax Division records as necessary.

**Section XIII: Forbearance Not a Waiver.**

No act of forbearance or failure to insist on the prompt performance by the Company of its obligations under this Grant Agreement, either express or implied, shall be construed as a waiver by the City of any of its rights under this Grant Agreement.

**Section XIV: Equal Employment Opportunity.**

The Company will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, veteran status, disability or age. The Company will incorporate the requirements of this Section in all of its respective employment applications, hiring practices, and contracts.

**Section XV: Conflict of Interest.**

No personnel of the Company, any subcontractor of the Company, or public official, who exercises any functions or responsibilities in connection with the review or approval of the Grant Agreement shall, voluntarily or involuntarily, acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of their functions or responsibilities with respect to this Grant Agreement. Any such person who, prior to or after the execution of this Grant Agreement, acquires any personal interest, involuntarily or voluntarily, in the Company shall immediately disclose their interest to the City and the Company in writing. Thereafter, such person shall not participate in any action affecting this Grant Agreement unless the parties determine that, in light of the personal interest disclosed, their participation in any such action would not be contrary to the public interest.

**Section XVI: Governing Law.**

This Grant Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect, and performance.

**Section XVII: Adherence to State, Local and Federal Laws, Regulations.**

This Grant Agreement shall be governed by and construed in accordance with the laws of the City of Green, without giving effect to any choice or conflict of law provisions or rules that would cause the application of the laws of any other jurisdiction.

The Company also agrees to comply with all applicable federal, state, and local laws related to the Project. The Company accepts full responsibility for payments of all unemployment compensation, insurance premiums, worker's compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by the Company. In the event of a dispute arising out of this Grant Agreement, the parties agree to continue in good faith to discuss and attempt to resolve the issues of the dispute through negotiation. If litigation ensues, the parties may use any and all Confidential Information necessary to support its case despite the provisions of Section XX.

**Section XVIII: Outstanding Liabilities.**

The Company does not owe:

- A. Any delinquent taxes to the State of Ohio, the City of Green or a political subdivision of the State;
- B. Any moneys to the State of Ohio or a state agency for the administration or enforcement of any environmental laws of the State; and

C. Any other moneys to the State of Ohio, a state agency, the City of Green or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

**Section XIX: Falsification of Information.**

The Company affirmatively covenants that it, any parent corporation of the Company, and any other Related Entity or Member has made no false statements to the City in the process of obtaining this Grant. If the Company, any parent corporation of the Company, or other Related Entity or Member has knowingly made a false statement to the City to obtain this Grant, the Company shall be required to return all benefits immediately pursuant to Ohio Revised Code Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency, the City of Green or a political subdivision pursuant to Ohio Revised Code Section 9.66(C)(1).

Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code 2921.13(E)(1), which is punishable by a fine of not more than \$1,000.00 and/or a term of imprisonment of not more than one hundred eighty (180) days.

**Section XX: Confidentiality.**

The parties agree:

- A. Not to disclose Confidential Information of the other party or its agents, to third parties (excluding a party's agents or representatives);
- B. Not to use the Confidential Information except for enforcement of or in furtherance of the purposes of this Grant Agreement; and
- C. The Confidential Information of a party is and shall remain the property of the disclosing party.

However, Confidential Information as it means in this Grant Agreement, shall not preclude the City from releasing any information as required by law.

**Section XXI: Forum and Venue.**

All actions regarding this Grant Agreement shall be forumed and venued in a court of competent subject matter with jurisdiction in Summit County, Ohio.

**Section XXII: Indemnification.**

The Company agrees to hold the City harmless from any and all liabilities or claims caused by or resulting from the Company's performance of the obligations or activities in furtherance of the Project. The Company agrees to reimburse the City for all costs incurred in defending itself against any such claims or legal actions.

**Section XXIII: Entire Grant Agreement.**

This Grant Agreement, its exhibits, and any documents referred to herein sets forth the complete understanding of the parties and merges and supersedes any and all other

discussions, grant agreements, representations, and understandings, either oral or written, between the parties with respect to the subject matter of this Grant Agreement.

**Section XXIV: Notices.**

All notices, consents, demands, requests, and other communications, which may be or are required to be given hereunder, shall be in writing and shall be deemed duly given if personally delivered, sent by facsimile with confirmation, regular United States mail, Private Carrier, or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth in this Section or to such other address as the parties may designate in writing.

**If to the City of Green:**

City of Green  
Attention: Dick Norton, Mayor  
PO Box 278  
1755 Town Park Blvd.  
Green, Ohio 44232-0278  
Phone: (330) 896-6602

**With a copy to:**

City of Green Planning Department  
Attention: Wayne L. Wiethe, Director of Planning  
PO Box 278  
1755 Town Park Blvd.  
Green, OH 44232-0287  
Phone: (330) 896-6614  
E-Mail: [wwiethe@cityofgreen.org](mailto:wwiethe@cityofgreen.org)

**If to ComDoc, Incorporated.:**

ComDoc, Inc.  
Attention: Joseph Putt, CFO & VP - Finance and Planning  
3458 Massillon Road  
Green, OH 44685  
Phone: (330) 899.8000  
E-Mail: [jputt@comdoc.com](mailto:jputt@comdoc.com)

**Section XXV: Assignment**

This Grant Agreement nor any rights, duties, or obligations described shall be assigned or transferred by the Company without the express, legislative approval of the City. Such consent shall not be unreasonably withheld.

**Section XXVI: Successor in Interest**

Where the City has consented to an assignment as described in Section XXV, each and all of the terms and conditions of this Grant Agreement shall extend, bind, and inure to the benefit of not only the Company, but to its successors and assigns.

**Section XXVII: Severability**

Provisions of this Grant Agreement shall be interpreted in a manner as to be effective and valid under applicable law, but if any provision(s) of this Grant Agreement are held to be prohibited by or invalid under applicable law, the provision(s) shall be ineffective only to the extent of the prohibition or invalidity, without invalidating the remaining provisions of this Grant Agreement.

**Section XXVIII: Counterparts**

This Grant Agreement may be signed in any number of counterparts, each of which constitute an original, but all of which constitute one Grant Agreement.

**Section XIX: Pronouns**

The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

**Section XXX: Headings**

Section headings contained in this Grant Agreement are inserted for convenience only and shall not be deemed to be a part of this Grant Agreement.

**IN WITNESS WHEREOF**, the parties have caused this instrument to be executed and effective as of the date signed by the Mayor of the City of Green.

ComDoc, Inc.

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

Printed Name: Joseph Putt

Title: CFO & VP – Finance and Planning

Date: \_\_\_\_\_

City of Green

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

Printed Name: Richard G. Norton

Title: Mayor

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Stephen J. Pruneski, Director of Law