

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Mark A. Thomas, and Ryan E. Olexo Commissioners and Darlene Pempek, Clerk of the Board. Absent: Charles R. Probst, Jr. Minutes of the meeting of April 21, 2004, were read, approved and signed.

**EVENING MEETING-BARTON SOCIAL HALL**

**IN THE MATTER OF THE ALLOWANCE OF BILLS**

**"BILLS ALLOWED"**

**AS CERTIFIED IN THE AUDITOR'S OFFICE.**

The following bills having been certified in the Auditor's office, on motion by Mr. Thomas, seconded by Mr. Olexo, all members present voting YES, each bill was considered and it is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of bills allowed.

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-Manatron	HW Maintenance/Auditor-General	7,244.05
SBC Ameritech	Service/Litter Control-General	272.80
Elan Financial Services	Travel expenses-General	266.76
Mark H. Fry	May mileage/Humane Officer-General	304.00
Tobias Stidd	Probation mileage-General	196.50
BP Oil Company (Credit Card)	Gasoline expenses-General	1,004.37
Bauknecht's Funeral Home	Indigent burial/Beegle-General	750.00
McGhee & Co.	Supplies/GIS Projects-General	690.27
Ohio AFSCME Care Plan	Dental & Drug coverage-General	333.00
Belmont Co. Dept. of Job & Family Services	May mandated share/Grants/Public Assistance-General	28,219.91
Xerox Corporation	Lease payments/JTPSO-General	222.67
MCI	Long distance/Public Defender-General	23.87
Treasurer, State of Ohio/Auditor of State	Services rendered/Auditor-General	6,900.23
Donald Harr	Reimburse expenses/Weights & Measures Conference/Auditor-General	238.97
Cleveland Marriott Downtown at Key Center	3 day OACA conference/Magistrate-General	258.00
B-Forms Plus	Supplies/Auditor-Dog Kennel	728.40
H-Scott Lumber	Supplies-Litter Control	20.48
K-Elan Financial Service	Visa card-Engineer's MVGT	131.01
Staples Credit Plan	Supplies/Equipment-Engineer's MVGT	322.81
N-Times Leader	WWS #3 Waterline Construction	202.80
P-Columbia Gas	Service-Oakview Admin Building	2,809.35
American Electric Power	Service-WW#1-Sanitary Sewer	322.87
Eastern Ohio Regional Wastewater Auth.	Service-Eastern Satellite Building	41.50
S-Belmont Senior Services	Apr '04/4 <sup>th</sup> billing-In Home Care Levy	1,674.83
Belmont Senior Services	Mar '04/8 <sup>th</sup> billing-In Home Care Levy	33,625.08
Belmont Senior Services	Apr '04/3 <sup>rd</sup> billing-In Home Care Levy	753.74
Belmont Senior Services	Mar '04/9 <sup>th</sup> billing-In Home Care Levy	16,445.81
Xerox Corporation	Lease payment-Common Pleas Corrections Act Grant	64.65
Xerox Corporation	Lease payment-Certificate of Title Admin	100.32
ComCast	Internet service-Clerk of Courts Computer	192.99
Comcast	April internet-Western Court Computer	155.00
West Payment Center	Legal Research March 2004-Western Court Computer	334.10
Diane L. Day	Court Reporter Fee 4/20/04	75.00
Lilienthal Southeastern, Inc.	Laser marriage license-Probate Computer	463.85
Walmart Community	Supplies-GS-District Detention Home	522.49
Erb Electric	Replacement of back door-Western Court Gen Special Projects	2,425.71
Jennifer Hicks	Translation fee-Western Court Gen Special Projects	50.00
Speedway SuperAmerica	Gasoline/E. Gorence-Common Pleas Grant & General	44.26
Paula Johnston	Medical-Oakview Juvenile Rehab	391.88
First USA Bank NA	Supplies-District Detention Home	394.10
Wal Mart Community	Supplies-District Detention Home	224.69
Securicom, LTD	Contract repairs-District Detention Home	300.00
First USA Bank, NA	Contract Services-District Detention Home	85.97
Lowe's Companies, Inc.	Materials-District Detention Home	42.02
Sam's Club	Supplies-District Detention Home	5.74
Beth Oprisch	Travel & Training-District Detention Home	438.55
National City	Activities/GS-District Detention Home	581.88
T-Bank One	CDBG	48,227.00
Bank One	CDBG	30,327.00
W-The Times Leader	Foreclosure Ad-Treasurer	752.89
The Times Leader	Foreclosure Ad-Prosecutor	752.90

**IN THE MATTER OF APPROVING RECAPITULATION**

**OF VOUCHERS FOR THE VARIOUS FUNDS**

Motion made by Mr. Olexo, seconded by Mr. Thomas to approve the Recapitulation of Vouchers for the various funds dated for April 28, 2004 as follow:

<u>FUND</u>	<u>AMOUNT</u>
GENERAL	\$6,623.62, \$7,430.05, \$1,151.59
GENERAL/ATTORNEY FEES	\$3,805.25
GENERAL/MARTINS FERRY BUILDING	\$554.60
GENERAL/BETHESDA BUILDING	\$1,540.60
GENERAL/SHERIFF'S	\$4,514.79, \$4,067.11, \$125.00, \$2,179.60
GENERAL-9-1-1	\$3,820.17
B-DOG KENNEL	\$381.67
INDIGENT DRIVER'S ALCOHOL TREATMENT	\$455.08
H-LITTER CONTROL	\$978.13
BCDJFS/PA	\$1,240.00
BCDJFS/CHILDREN SERVICES	\$116,846.00
COUNTY HOME/PARK HEALTH	\$2,502.01

BHJD DISTRICT DETENTION HOME	\$3,168.19, \$12,098.27
K-ENGINEER' S MVGT	\$1,296.05, \$17,651.83
SSD#2 SEWER CONSTRUCTION/BCSSD	\$110,328.55
SANITARY SEWER WSGDF	\$126.50
SANITARY SEWER	\$5,509.21, \$11,950.49, \$43,585.10
S-SHERIFF'S COMMISSARY	\$125.00, \$1,798.45
WESTERN DIVISION COURT	\$946.50
CERTIFICATE OF TITLE ADMIN	\$137.51
WESTERN DIVISION COURT	\$966.23

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes
Mr. Probst	Absent

**IN THE MATTER OF APPROVING  
TRANSFERS OF FUNDS FOR THE VARIOUS COUNTY DEPARTMENTS**

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the transfer of funds for the various county departments as follows:

**BELMONT COUNTY GENERAL FUND**

FROM	TO	AMOUNT
A401-A11 Other Expenses	A006-A07 Training/Sheriff's	\$1,000.00

**BELMONT COUNTY GENERAL FUND**

FROM	TO	AMOUNT
A401-A11 Other Expenses	A014-A01 County Bldgs Ins.	\$36,000.00

**BELMONT COUNTY GENERAL FUND**

FROM	TO	AMOUNT
A401-A11 Other Expenses	A002-B28 Magistrate PERS	\$1,408.61

**BELMONT COUNTY GENERAL FUND**

FROM	TO	AMOUNT
A006-H05 Contract Serv/Ambulance Serv.	A402-D13 Probate/Other Exp.	\$871.63

**DOG AND KENNEL FUND B00**

FROM	TO	AMOUNT
B100-B07 Veterinary Services	B000-B09 Workers Comp	\$409.28

**MONTHLY TRANSFER OF FUNDS FOR  
BELMONT COUNTY SANITARY SEWER**

Monthly transfer of funds dated for the month of April for the Belmont County Sanitary Sewer Department.

FROM	TO	AMOUNT
P003-P18 SUPPLIES	Y090-Y02 SUPPLIES	1,063.80
P003-P19 EQUIPMENT	Y090-Y03 EQUIPMENT	1,464.03
P003-P20 LABOR	Y090-Y04 LABOR	0.00
P003-P21 MATERIALS	Y090-Y05 MATERIALS	5,666.74
P003-P22 CONTRACT REP.	Y090-Y06 CONTRACT REP.	164.99
P003-P23 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	716.97
P003-P24 CONTRACT PROJ.	Y090-Y08 CONTRACT PROJ.	.00
P003-P25 PURCHASED H2O	Y090-Y09 PURCHASED H2O	49,393.36
P003-P27 ADV & PRINTING	Y090-Y04 ADV & PRINTING	0.00
P003-P28 TRAVEL & EXP.	Y090-Y11 TRAVEL & EXP.	44.73
P003-P29 PERS	Y090-Y12 PERS	1,863.90
P003-P30 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P003-P31 OTHER EXPENSES	Y090-Y14 OTHER EXPENSES	14,181.98
P003-P32 TRANSFERS-OUT	Y090-Y17 TRANSFERS-OUT	878.96
P003-P35 MEDICARE	Y090-Y18 MEDICARE	183.15
TOTAL		75,622.61
P005-P18 SUPPLIES	Y090-Y02 SUPPLIES	3,121.55
P005-P19 EQUIPMENT	Y090-Y03 EQUIPMENT	2,827.48
P005-P21 MATERIALS	Y090-Y05 MATERIALS	21,593.18
P005-P22 CONTRACT REP.	Y090-Y06 CONTRACT REP.	318.61
P005-P23 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	39,906.57
P005-P24 CONTRACT PROJ.	Y090-Y08 CONTRACT PROJ.	0.00
P005-P25 PURCHASED H2O	Y090-Y09 PURCHASED H2O	896.33
P005-P27 ADV & PRINTING	Y090-Y10 ADV & PRINTING	0.00
P005-P28 TRAVEL & EXP.	Y090-Y11 TRAVEL & EXP.	85.57
P005-P29 PERS	Y090-Y12 PERS	5,986.67
P005-P30 WORKERS' COMP	Y090-Y13 WORKERS'COMP	0.00
P005-P31 OTHER EXP.	Y090-Y14 OTHER EXP.	31,587.86
P005-P34 TRANSFERS-OUT	Y090-Y17 TRANSFERS-OUT	6,081.94
P005-P35 MEDICARE	Y090-Y18 MEDICARE	528.16
TOTAL		112,933.92
P051-P02 SUPPLIES	Y090-Y02 SUPPLIES	608.92
P051-P03 EQUIPMENT	Y090-Y03 EQUIPMENT	613.22
P051-P05 MATERIALS	Y090-Y05 MATERIALS	666.85
P051-P06 CONTRACT REP.	Y090-Y06 CONTRACT REP.	69.05
P051-P07 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	348.28
P051-P08 CONTRACT PROJ.	Y090-Y08 CONTRACT PROJ.	0.00
P051-P09 SEWAGE DIS.	Y090-Y08 SEWAGE DIS.	15,062.84
P051-P11 ADV & PRINTING	Y090-Y10 ADV & PRINTING	0.00
P051-P12 TRAVEL & EXP	Y090-Y11 TRAVEL & EXP	18.82

P051-P13 PERS	Y090-Y12 PERS	729.41
P051-P14 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P051-P15 OTHER EXP.	Y090-Y14 OTHER EXP.	2,627.26
P051-P16 TRANSFERS OUT	Y090-Y17 TRANSFERS OUT	4,000.00
P051-P35 MEDICARE	Y090-Y18 MEDICARE	163.94
TOTAL		24,908.59
P053-P02 SUPPLIES	Y090-Y02 SUPPLIES	414.47
P053-P03 EQUIPMENT	Y090-Y03 EQUIPMENT	1,027.95
P053-P05 MATERIALS	Y090-Y05 MATERIALS	2,691.64
P053-P06 CONTRACT REP.	Y090-Y06 CONTRACT REPAIRS	38.85
P053-P07 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	5,062.29
P053-P08 CONTRACT PROJ	Y090-Y08 CONTRACT PROJ	0.00
P053-P09 SEWAGE DIS.	Y090-Y09 SEWAGE DIS.	28,337.18
P053-P11 ADVER.&PRINTING	Y090-Y10 ADVER.&PRINTING	0.00
P053-P12 TRAVEL & EXP.	Y090-Y11 TRAVEL & EXP	10.26
P053-P13 PERS	Y090-Y12 PERS	1,798.95
P053-P14 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P053-P15 OTHER EXP.	Y090-Y14 OTHER EXP.	3,000.56
P053-P16 TRANSFERS OUT	Y090-Y17 TRANSFERS OUT	11,613.70
P053-P35 MEDICARE	Y090-Y18 MEDICARE	161.42
TOTAL		54,157.27
P055-P02 SUPPLIES	Y090-Y02 SUPPLIES	0.00
P055-P03 EQUIPMENT	Y090-Y03 EQUIPMENT	101.67
P055-P05 MATERIALS	Y090-Y05 MATERIALS	47.89
P055-P06 CONTRACT REPAIRS	Y090-Y06 CONTRACT REPAIRS	0.00
P055-P07 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	870.22
P055-P11 ADVER & PRINTING	Y090-Y07 ADVER & PRINTING	0.00
P055-P12 TRAVEL & EXP.	Y090-Y11 TRAVEL & EXP.	0.00
P055-P13 PERS	Y090-Y12 PERS	169.81
P055-P14 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P055-P15 OTHER EXP.	Y090-Y14 OTHER EXP.	452.38
P055-P35 MEDICARE	Y090-Y18 MEDICARE	24.24
TOTAL		1,666.21
P056-P02 SUPPLIES	Y090-Y02 SUPPLIES	0.00
P056-P07 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	0.00
P056-P09 SEWAGE DISP.	Y190-Y08 SEWAGE DISP.	0.00
P056-P13 PERS	Y090-Y12 PERS	30.84
P056-P14 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P056-P15 OTHER EXP.	Y090-Y14 OTHER EXP.	1,947.90
P056-P16 TRANSFERS OUT	Y090-Y14 TRANSFERS OUT	0.00
P056-P35 MEDICARE	Y090-Y18 MEDICARE	9.45
TOTAL		1,988.19

**BHJD-WHO I AM PROGRAM FUND S37**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
S037-S06 Supplies	S037-S01 Salaries	\$534.60
S037-S07 Consultants	S037-S01 Salaries	322.74

**HOSPITALIZATION CHARGEBACKS-  
MARCH AND APRIL 2004**

From A406-F08 Disaster Services	to Y091-Y01	466.68
From A406-G09 Public Defender	to Y091-Y01	7,266.06
From A006-E11 Belmont County 911	to Y091-Y01	11,823.46
From A403-A09 Bd. of Elections	to Y091-Y01	6,540.69
From M060-M29 Insurances C-Cap	to Y091-Y01	1,635.86
From M060-M64 Insurances Restitution	to Y091-Y01	502.06
From M074-M01 Personnel Costs Drug Ct.	to Y091-Y01	1,004.12
From M067-M05 Insurances Alt. School	to Y091-Y01	2,510.76
From H050-H15 Litter Control	to Y091-Y01	2,333.28
From S033-S47 Dist.Det.Home	to Y091-Y01	18,439.72
From S078-S14 County Recorder	to Y091-Y01	2,510.76
From J000-J06 R.E. Assessment	to Y091-Y01	0.00
From W080-P07 Pros-Victim	to Y091-Y01	502.06
From S277-S02 Corrections Act	to Y091-Y01	1,166.64
From S074-S05 Mediation Grant	to Y091-Y01	1,283.34
From S094-S04 County Ct. Probation	to Y091-Y01	0.00
From W082-T07 DRETAC-Treas.	to Y091-Y01	0.00
From B100-B10 Dog & Kennel	to Y091-Y01	2,259.50
From B100-B10 D/K Aud. Clerk	to Y091-Y01	0.00
From L001-L13 Soil Conservation	to Y091-Y01	2,100.00
From H430-H14 Park Health Center	to Y091-Y01	91,188.82
From E101-E12 County Health	to Y091-Y01	8,446.06
From E201-E12 County Health	to Y091-Y01	0.00
From T078-T01 Rabies	to Y091-Y01	550.00
From T077-T01 IAP	to Y091-Y01	401.00
From T079-T01 Welcome Home	to Y091-Y01	236.00
From F076-F01 PH Infrastructure	to Y091-Y01	1,096.00
From F077-F01 Family Planning	to Y091-Y01	234.00
From F078-F02 Tobacco	to Y091-Y01	503.00
From S049-S63 Mental Health	to Y091-Y01	1,633.32
From S066-S79 Mental Retardation	to Y091-Y01	92,124.52
From H300-H13 Human Services	to Y091-Y01	125,633.18

From H310-H08 Child Support	to Y091-Y01	9,456.36
From K200-K10 MVGT-K1	to Y091-Y01	1,255.38
From K200-K10 MVGT-K2	to Y091-Y01	0.00
From K200-K24 MVGT-K11	to Y091-Y01	32,815.58
From K200-K37 MVGT-K25	to Y091-Y01	11,107.48
From Y090-Y14 Water/Sewer	to Y091-Y01	21,773.96
From T075-T02 WIC	to Y091-Y01	0.00
From T075-T52 WIC	to Y091-Y01	1,600.48
From S079-S07 Clerk of Courts	to Y091-Y01	6,007.48
From S230-S66 Oakview Juv.Rehab.	to Y091-Y01	5,369.18
From S028-S53 Aftercare Program	to Y091-Y01	466.68
From S082-S14 Western Court	to Y091-Y01	0.00
From S083-S14 Northern Court	to Y091-Y01	1,255.38
From S084-S14 Eastern Court	to Y091-Y01	1,166.64
TOTAL		476,665.49

**MEDICARE\SOCIAL SECURITY CHARGEBACKS  
FOR MARCH AND APRIL 2004**

From M055-M11 99 CCap	to Y091-Y02	62.98
From M060-M27 Care & Custody CCap	to Y091-Y02	128.56
From M060-M63 Care & Custody CCap	to Y091-Y02	51.64
From M060-M73 Care & Custody CCap	to Y091-Y02	6.80
From M074-M01 Title II Grant Drug Ct	to Y091-Y02	87.26
From M067-M04 Alternative School	to Y091-Y02	122.60
From M064-M04 99 Placement Services	to Y091-Y02	71.30
From H150-H12 Litter Control	to Y091-Y02	121.72
From S133-S48 Dist.Det.Home	to Y091-Y02	1,407.06
From S036-S10 Gender Specific	to Y091-Y02	0.00
From S078-S12 County Recorder	to Y091-Y02	130.32
From J000-J08 Real Est.Assess.	to Y091-Y02	0.00
From W082-T08 DRETAC/Treas.	to Y091-Y02	0.00
From S077-S02 Corrections Act	to Y091-Y02	94.32
From W081-P08 Pros.DRETAC	to Y091-Y02	7.06
From W080-P08 Pros./Victim Asst.	to Y091-Y02	95.56
From S094-S02 Co. Ct. Probation	to Y091-Y02	0.00
From B000-B10 Dog & Kennel	to Y091-Y02	170.99
From L101-L12 Soil Conservation	to Y091-Y02	224.44
From G050-G02 Lodging Tax	to Y091-Y02	11.56
From H530-H14 County Home	to Y091-Y02	4,565.45
From E301-E12 County Health	to Y091-Y02	458.69
From E101-E12 County Health	to Y091-Y02	0.00
From T077-T01 IAP	to Y091-Y02	39.00
From T078-T01 Rabies	to Y091-Y02	44.00
From T079-T01 Welcome Home	to Y091-Y02	42.00
From F078-F02 Tobacco	to Y091-Y02	33.00
From F076-F01 PH Infrastructure	to Y091-Y02	115.00
From F077-F01 Family Planning	to Y091-Y02	22.00
From S149-S63 Mental Health	to Y091-Y02	376.85
From S266-S79 Mental Retardation	to Y091-Y02	5,660.25
From H200-H13 Human Services	to Y091-Y02	7,359.04
From H000-H16 Summer Youth Prog	to Y091-Y02	0.00
From H210-H08 CSEA	to Y091-Y02	750.85
From K100-K10 MVGT K-2	to Y091-Y02	0.00
From K100-K24 MVGT K-11	to Y091-Y02	1,902.85
From K100-K37 MVGT K-25	to Y091-Y02	538.48
From Y090-Y18 Water/Sewer	to Y091-Y02	1,070.36
From Y075-T02 WIC	to Y091-Y02	0.00
From T075-T52 WIC	to Y091-Y02	397.33
From S079-S08 Clerk of Crts.Title	to Y091-Y02	143.34
From S430-S66 Oakview Juvenile	to Y091-Y02	733.75
From S430-S16 Oakview Juvenile	to Y091-Y02	0.00
From S028-S55 Aftercare	to Y091-Y02	47.66
From S084-S13 Eastern Comp.	to Y091-Y02	34.98
From S082-S13 Western Comp.	to Y091-Y02	35.84
From S083-S13 Northern Comp.	to Y091-Y02	33.40
From S088-S05 Western Spec Proj	to Y091-Y02	28.46
From S086-S05 Northern Spec Proj	to Y091-Y02	22.11
From S087-S05 Eastern Spec Proj	to Y091-Y02	10.86
From S089-S01 Common Pleas Spec.	to Y091-Y02	25.89
From S074-S03 Mediation	to Y091-Y02	139.55
Total		27,425.16

**MEDICAL LIFE INSURANCE CHARGEBACKS FOR THE  
FOURTH QUARTER PERIOD OF 2003: MARCH APRIL MAY**

<b>Transfer From</b>	<b>Transfer To</b>	<b>Amount</b>
A002-H05 CTY CT PROBATION	YO91-Y05	10.80
A406-G09 PUBLIC DEFENDER	YO91-Y05	64.80
A403-A09 BD. OF ELECTIONS	YO91-Y05	82.83
H050-H15 LITTER CONTROL	YO91-Y05	21.60
B100-B10 DOG & KENNEL	YO91-Y05	43.20
S033-S47 D.D.HOME	YO91-Y05	226.80
S036-S11 GENDER SPECIFIC	YO91-Y05	0.00

S084-S14	EASTERN COURT COMP	YO91-Y05	10.80
S083-S14	NORTHERN COURT COMP.	YO91-Y05	10.80
S082-S14	WESTERN COURT COMP	YO91-Y05	10.80
H43-H14	COUNTY HOME	YO91-Y05	1,094.40
J000-J06	REAL ESTATE ASSESS	YO91-Y05	0.00
K200-K10	ENGINEER K-1 & K-2	YO91-Y05	7.23
K200-K24	ENGINEER K-11	YO91-Y05	315.03
K200-K37	ENGINEER K-25	YO91-Y05	93.63
Y090-Y14	WATER/SEWER	YO91-Y05	280.80
L001-L13	SOIL CONSERVATION	YO91-Y05	43.20
S079-S07	CLERK OF COURTS/TITLE	YO91-Y05	86.40
S230-S66	OAKVIEW JUVENILE	YO91-Y05	108.00
S028-S53	OAKVIEW AFTERCARE	YO91-Y05	10.80
H300-H13	DJFS	YO91-Y05	1,497.60
H310-H08	CHILD SUPPORT	YO91-Y05	162.00
E101-E12	COUNTY HEALTH	YO91-Y05	151.20
T075-T52	W.I.C. PROGRAM	YO91-Y05	43.20
S049-S63	MENTAL HEALTH	YO91-Y05	54.00
W080-P07	VICTIMS ASSISTANCE	YO91-Y05	10.80
S277-S02	COMMUNITY GRANT	YO91-Y05	10.80
S078-S14	RECORDER	YO91-Y05	21.60
M060-M29	JUVENILE COURT GRT	YO91-Y05	10.80
M060-M64	JUVENILE COURT GRT	YO91-Y05	21.60
M067-M05	JUVENILE COURT GRT	YO91-Y05	21.60
M074-M01	JUVENILE COURT GRT	YO91-Y05	21.60
	<b>Total amount this transfer</b>		<b>4,548.72</b>

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes
Mr. Probst	Absent

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE GENERAL FUND**

Motion made by Mr. Thomas, seconded by Mr. Olexo to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the dates of January 28, 2004, March 10, 2004, March 24, 2004 April 7, 2004.

	GENERAL FUND
A014-A01 County Buildings Insurance	\$23,000.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

**IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL**

Motion made by Mr. Olexo, seconded by Mr. Thomas granting permission for county employees to travel as follows:  
ENGINEER'S DEPT.-Don Pickenpaugh, GIS Director, to Columbus, Ohio on May 18-19, 2004 for Annual Ohio Tax Map Conference & Trade Show. Estimated Expenses: \$200.00  
TREASURER'S DEPT.-Joseph A. Gaudio, Treasurer, to Columbus, Ohio on May 18-20, 2004 for Ohio County Treasurer's Association Conference. Estimated Expenses: \$600.00  
SANITARY SEWER-Ron Filipovich to Coshocton, Ohio on April 26, 2004 to attend OGRIP(GIS) meeting.

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes

**IN THE MATTER OF REQUESTING CERTIFICATION OF MONIES**

Motion made by Mr. Olexo, seconded by Mr. Thomas requesting certification of monies by the Budget Commission as follows:  
GENERAL FUND-Common Pleas Court Magistrate-Paid into General Fund 4/21/04/IV-D CSEA Service Contract March 2004 \$8,510.67

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes

**IN THE MATTER OF APPROVING THEN AND NOW CERTIFICATE/AUDITOR'S**

Motion made by Mr. Thomas, seconded by Mr. Olexo to execute payment of Then and Now Certification dated April 21, 2004 presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

**OPEN PUBLIC FORUM**

Mr. Mick Smolenak, Fire Chief, Barton Volunteer Fire Department, thanked everyone for attending the evening meeting of the Belmont County Commissioners in the Barton Social Hall and introduced the Board. The meeting was turned over to Commission President Ryan Olexo who explained the intention of the Board in having evening meetings outside of the Courthouse was to allow the public who would not otherwise be able to attend a daytime meeting to attend and ask questions. Commissioner Thomas thanked the Barton residents for the invitation to hold the meeting in their town. He stated, "We keep the agenda light so that we may dialogue or chat with the residents. On behalf of Commissioner Probst's absence, he is with his youngest daughter at a baseball game. He has chosen to put his family first, and as family men ourselves, we completely understand."

**OPEN PUBLIC FORUM (cont'd)**

Bernard Probst, public resident, questioned if there was an ordinance in Belmont County regarding junk cars. He stated, "There are junk cars on County Road 12 one mile from here....there are sixteen cars, bicycles, lawn mowers, washers and dryers. Is there anything we can do about that?"

Commissioner Thomas said, "We have been faced with that issue many times since we have been seated for three years now, and we need to address it, junk cars, junk anything. This county does not have zoning. Zoning, in its simplest form, is a way to control how people keep their property. The Board does not have any authority to require the junk be moved; you may attempt to go through the Health Department but there has to be a human health hazard for them to proceed... We ran into this in 2003 when the landfill was trying to come in; if we would have had zoning there would not have been an issue. However, provisions in the Ohio Revised Code give some degree of authority to the township trustees and we work with them and the Prosecutor's Office. This is not just an eyesore but also a health hazard and we don't like it." Jeff Gazdik, Colerain Township Trustee stated, "We have written letters to the owner. A little over a year ago we tried to pass a township ordinance in Colerain Township and it was voted down." Commissioner Thomas stated, "There are statutes, such as the nuisance statute. Work with the prosecutor, and we will help all we can as well." Commissioner Olexo stated, "This is not the first time we have heard of this problem. I think I am right in that if the vehicles are not registered as drivable, the Ohio Environmental Association requires a fence, if there are ten cars or more than sixteen."

Bernard Probst stated the cars were no more than one foot off the county road. Commissioner Olexo stated, "The Board has talked with the prosecutor's office, the sheriffs office and the engineer's office, specifically on that issue in regards to snow removal. We will help you all we can."

Don Pickenpaugh, Belmont County GIS Department, was introduced and provided the following update, "We have been working hard this last year with 9-1-1 Department to get the county mapping done. I recently finished my part and turned it over to 9-1-1 for remapping. This will give us an overlay to use with the aerial photos. We have been working with the Board of Elections and also with The Ohio Department of Transportation in attributing our roads." Commissioner Olexo thanked Mr. Pickenpaugh for the great job he does and stated that there are many uses for GIS mapping, both now and in the future, that benefit the county.

Cliff Sligar, Director, Belmont County 9-1-1, was introduced and proceeded to present an update on the 9-1-1 Department. He stated his department has been working very closely with Don Pickenpaugh and the mapping project to tie it in with 9-1-1. A resident from Barton informed Mr. Sligar that previously 9-1-1 had dispatched services to her house in error. She stated there are two streets in Barton with the name Center, and that this needed corrected in the 9-1-1 Center. Mr. Sligar assured the resident he would have this corrected.

Patty Goletz, public citizen, asked if Belmont County sewage would be coming to Barton any time soon. She stated David Grum (project consultant to the Board) had informed her there had been a feasibility study done, but it had never gone anywhere. Commissioner Olexo stated, "That feasibility study was done in the late 1970's and will need to be updated. We have been very active with our water and sewer expansions. Our main priority is getting safe drinking water to our residents. Our sewer expansion is being dictated by the Ohio EPA; there are areas that are safety issues with raw sewage that need to be priority. We have had discussions as early as three weeks ago regarding this area... Your line would be the mainline from the Blaine Bridge; it would be a large project, similar to the Bellaire - Neffs line, and very costly. We need to search for outside funds. I don't want to get your hopes up, but in the near future, we hope to get a line out here. We want to do another feasibility study, find the total cost of a collection system behind here to the pump station - near the end of Interstate 470. This is not a small venture, but we are discussing it." Ms. Goletz asked if a resident was able to get Belmont County water even though they did not have a septic system. She stated an instance where there was raw sewage being released from a home that did in fact have county water. Commissioner Olexo stated that in order to have this remedied, "You need to contact the Belmont County Health Department and sign your name to a complaint form. We have had the same problem in the Neffs Area. As long as you sign the complaint form at the Health Department, they will proceed."

John Wodarczyk of Crescent Road stated, "There are ten or twelve swimming pools on Crescent road because when it rains, the water does not run off. When the county trims trees, they throw it in the ditch. Also there are dead animals that are never picked up and disposed of. I worked for the County Engineer Department for Boccabella and worked for Tri-State Asphalt and we were told to always keep the ditches clean. We were told if there was water on the road, get a shovel and work on it, if not there is no place for the water to go." Commissioner Thomas stated, "The county engineer is in charge of roads and bridges in the State of Ohio, not the Commissioners. We get calls about the roads and dead animals all the time - we will pass on your concerns to Mr. Bennett... we are not Mr. Bennett's boss. The Ohio Revised Code states the county engineer is in charge of roads and bridges." Commissioner Olexo stated, "We are not downgrading your concerns, only explaining that some of it is not under our authority. With the dead animals- we can help. The first deer call we received after taking office, it took two weeks to find someone to handle it. The Ohio Department of Transportation helps in some instances."

Mr Wodarczyk said, "We are throwing money away by paving the roads if you don't ditch." Commissioner Olexo said, "They are ditching right now. I know this because I have had three phone calls from residents stating they are ditching in front of their houses."

Jeff Gadzik stated, "I want to thank the Board for supporting Samantha Carroll (Director, Litter and Recycling) Two weeks ago the township clean up day was held. We had 133 trucks and filled six dumpsters - collected over one thousand tires and garbage. This was the second year it was held in Colerain. It is a very successful program; it is great. I know she receives a grant from Belmont Jefferson Solid Waste District and monies from you. I just want to thank you." Commissioner Thomas stated, "We gave Ms. Carroll \$5,000.00 to help with the tire clean up. The Belmont Jefferson Solid Waste District has allocated \$25,000.00 for operating expenses for the program. Jefferson County received \$25,000.00 and Belmont County received \$25,000 for general recycling and clean up. The larger issue in the future is the monies that will be generated with the recent tax duplicate billings including the \$6.25 assessment - a lot of this money will be used for that single purpose." Mr. Gadzik said, "The C-Cap kids worked hard and did a wonderful job"

**IN THE MATTER OF SIGNING AND SUBMITTING FINAL QUARTERLY FINANCIAL REPORT FORM/SARGUS JUVENILE CENTER**

Motion made by Mr. Olexo, seconded by Mr. Thomas authorizing Commissioner Mark A. Thomas to sign and submit the Final Quarterly Report Form for Subgrant No.: 2000-JB-013-B002, Subgrant Title: Sargus Juvenile Center, Report Period Ending: March 31, 2004 in the amount of \$23,270.00.

Upon roll call the vote was as follows:

Mr. Olexo      Yes  
Mr. Thomas    Yes

**IN THE MATTER OF SUBORDINATION OF LIEN  
FOR CHARLES AND BETHANY SCHLEICHER/CHIP GRANT**

Motion made by Mr. Olexo, seconded by Mr. Thomas authorizing the subordination of the county's lien for Charles and Bethany Schelicher that the county holds through a past CHIP Grant.

**SUBORDINATION AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS, that in consideration that WESBANCO BANK, INC. of Wheeling, West Virginia, shall loan the sum of \$41,500.00 to **Charles and Bethany Schleicher**, married, of 72514 Pattons Run Road, Martins Ferry, Ohio upon the security of a mortgage upon real property of said:

**SEE ATTACHED DESCRIPTION**

The undersigned, Ryan E. Olexo, Charles R. Probst, Jr., and Mark A. Thomas, Belmont County Commissioners, hereby consent, promise and agree that said Mortgage deed so to be executed and delivered to said Wesbanco Bank Inc. 1 Bank Plaza, Wheeling, West Virginia, shall be a first and best lien on said premises, and hereby postpone and subordinate to said mortgage so to be executed, and waive in its favor, the priority of a mortgages thereon, dated February 9, 2000, executed and delivered to the Belmont County Recorder, by said **Charles and Bethany Schleicher**, and recorded in Volume 759, at Pages 509-511 of the Records of Mortgage of Belmont County, Ohio, to the extent of the lien of which mortgage the Wesbanco Bank, Inc. is now the owner and holder.

IN WITNESS WHEREOF, Ryan E. Olexo, Charles R. Probst, Jr., and Mark A. Thomas, Belmont County Commissioners have caused their names to be subscribed hereto by its duly authorized officers this 28<sup>th</sup> day of April, 2004.

Signed and Acknowledged

in the presence of:

Roberta Jenkins /s/

Mae Whiteley /s/

Belmont County Commissioners:

By: Ryan E. Olexo /s/

Ryan E. Olexo

Charles R. Probst, Jr.

Mark A. Thomas /s/

Mark A. Thomas

STATE OF OHIO

COUNTY OF BELMONT ss:

The foregoing instrument was signed and acknowledged before me at St. Clairsville, Ohio this 28<sup>th</sup> day of April 2004, Ryan E. Olexo, Charles R. Probst, Jr., and Mark A. Thomas being duly authorized, for and on behalf of the Belmont County Commissioners.

My Commission expires:

Jayne Long /s/

Notary Public

This instrument prepared by: Frank Pierce, Belmont County Prosecutor.

Upon roll call the vote was as follows:

Mr. Olexo Yes

Mr. Thomas Yes

**IN THE MATTER OF AWARDING BID  
FOR COLERAIN/PEASE TOWNSHIP STREET IMPROVEMENT PROJECT/  
CDBG FORMULA**

Motion made by Mr. Olexo, seconded by Mr. Thomas to award the bid for the Colerain/Pease Township Street Improvement Project, a Community Development Block Grant Formula Project, to Lash Excavating & Paving Co. based upon the recommendation of A.C. Wiethe, Belomar Senior Management Specialist.

**NOTICE OF AWARD**

To: Lash Excavating & Paving

P.O. Box 296

Colerain, OH 43916

PROJECT Description: Resurfacing of various roads in Colerain and Pease Townships as per the contract specifications.

The OWNER has considered the BID submitted by you on April 21, 2004, (BID Date) for the above described WORK in response to its Advertisement for BIDS and Information for BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of \$ 45,115.52.

You are required by the Information for BIDDERS to execute the Agreement and furnish the required CONTRACTOR'S Contract BOND if applicable, and Certificates of Insurance within 10 calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said BOND within 10 days from the date of this notice, said OWNER will be entitled to consider all of your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID guaranty subject to the liabilities set forth in Section 153.54 of the Ohio Revised Code. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 28<sup>th</sup> day of April, 2004.

Belmont County Commissioners

Owner

By: Ryan E. Olexo /s/

Name: Ryan E. Olexo

Title: President

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged by Lash Excavating & Paving on this \_\_\_\_ day of \_\_\_\_\_, 2004.

By: Dave Lash, Jr. /s/

Name and Title: \_\_\_\_\_

cc: CONTRACTOR'S Surety

Surety's Agent

**CONTRACT**

This AGREEMENT made this 28<sup>th</sup> day of April, 2002 by and between Lash Excavating and Paving hereinafter called the "Contractor" and Belmont County Commissioners hereinafter called the "Owner".

WITNESSETH, that the Contractor and the owner for the considerations stated herein mutually agree as follows:

**ARTICLE 1. Statement of Work**

The Contractor shall furnish all supervision, technical personnel, labor, materials machinery, tools, equipment and services including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project; namely, Colerain / Pease Township Street Improvements Project, and required supplemental work for the project all in strict accordance with the Contract Documents including all addenda thereto, numbered 1, dated April 15, all as prepared by Belmont County Engineer acting and in these Contract documents preparation, referred to as the "Engineer".

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed Forty Five Thousand One Hundred Fifteen and 52/100 \*\*\*\*\* (Dollars) subject to additions and deductions as provided in Section 109 hereof.

Article 3. Contract

The executed contract documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation for Bids
- d. Instructions to Bidders
- e. Signed copy of Bid
- f. General Conditions, Part I and II
- g. Special Conditions
- h. Technical Specifications
- i. Drawings (as listed in the Schedule of Drawings)

This Agreement, together with other documents enumerated in this Article 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in Two original copies on the day and year first above written.

CONTRACTOR Lash Excavating & Paving  
Dave Lash, Jr. /s/  
 Signature  
 \_\_\_\_\_  
 Typed/printed name  
 \_\_\_\_\_  
 Title

OWNER: Belmont County Commissioners  
Ryan E. Olexo /s/  
 Signature  
Ryan E. Olexo  
 Typed/printed name  
President  
 Title

**NOTICE TO PROCEED**

To: Lash Excavating & Paving  
P.O. Box 296  
Colerain, OH 43916

PROJECT Description: Resurfacing of various roads in Colerain and Pease Townships as per the contract specifications.  
You are hereby notified to commence WORK in accordance with the Agreement dated April 28, 2004, and you are to complete the WORK within 30 consecutive calendar days thereafter. The date of completion of all WORK is therefore June 9, 2004.

Belmont County Commissioners  
 Owner  
 By: Ryan E. Olexo /s/  
 Name: Ryan E. Olexo  
 Title: President

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by Lash Excavating & Paving on this \_\_\_\_\_ day of \_\_\_\_\_ 2004.

By: Dave Lash, Jr. /s/  
 Name: Dave Lash, Jr.  
 Title: \_\_\_\_\_

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes

**IN THE MATTER OF APPROVING**  
**FINAL PLAT OF JUANITA KEYSER FIRST ADDITION**  
**PULTNEY TOWNSHIP, SEC 8, T6, R3**

**“Hearing Had-6:30 P.M.”**

Present for the hearing were Eric Ayres, Times Leader and Joselyn King, Intelligencer. Richard Vannelle, Pultney Township Trustee, stated the township trustees have no objections.

**“FINAL PLAT APPROVAL”**

Motion made by Mr. Thomas to grant the final plat in regards to Juanita Keyser, First Addition, Pultney Township pursuant to Ohio Revised Code Section 711.05, based upon the recommendation of Belmont County Engineer, Fred Bennett.

**RESOLUTION**

WHEREAS, this day there was presented to the Board for approval the Final Plat of Juanita Keyser First Addition, Pultney Township, Section 8, Township 6, Range 3, which appears to be regular in form and approved by the proper parties;

THEREFORE, said plat is hereby approved, upon recommendation of the County Engineer and with concurrence of the Township Trustees.

Mr. Olexo seconded the motion and upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes
Mr. Probst	Absent

**IN THE MATTER OF APPROVING MINUTES**  
**OF REGULAR BOARD OF COMMISSIONERS MEETING**

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the minutes of the Belmont County Commissioners regular meeting of April 21, 2004.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes
Mr. Probst	Absent

**IN THE MATTER OF APPROVING CHANGE ORDER G-17  
FOR OAKVIEW JUVENILE REHABILITATION CENTER CONSTRUCTION PROJECT**

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve and sign Change Order G-17 for Oakview Juvenile Rehabilitation Center Construction Project as follows:

- **Colaianni Construction, Inc.-\$836.00** for the addition of marble thresholds to shower area
- There is no balance in the contingency fund – monies set aside for furnishings etc. will be used to pay for this change order

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes
Mr. Probst	Absent

**IN THE MATTER OF RESOLUTION AUTHORIZING  
THE INCREASE OF CURRENT COMPENSATION  
FOR INDIVIDUALS SERVING JURY DUTY**

**RESOLUTION**

Motion made by Mr. Thomas, seconded by Mr. Olexo to adopt the following Resolution:

**WHEREAS**, the Common Pleas Court Judges have respectfully requested the Board of Belmont County Commissioners consider increasing the compensation for persons serving jury duty in Belmont County; and

**WHEREAS**, Pursuant to Ohio Revised Code Section 2313.34 (B)(1) the Belmont County Commissioners “by resolution shall fix the compensation of each juror not to exceed forty dollars per day”; and

**NOW, THEREFORE, BE IT RESOLVED**, The Board of County Commissioners, Belmont County, Ohio, do hereby authorize the increase of current compensation paid to individuals serving jury duty from \$15.00 to \$30.00 per day.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes
Mr. Probst	Absent

**UNDER DISCUSSION**

Commissioner Thomas stated, “There is a bill pending in legislature, it has not been passed, but is pending, that would increase the jurors rate of pay to \$75.00 per day. This is an attempt to attract willing participants.”

**IN THE MATTER OF ENTERING INTO RENEWAL  
OF IV-D SERVICE CONTRACT WITH EAST OHIO REGIONAL HOSPITAL/  
ON BEHALF OF BELMONT COUNTY DEPARTMENT OF JOB & FAMILY SERVICES**

Motion made by Mr. Thomas, seconded by Mr. Olexo to enter into a renewal of an IV-D Service Contract with East Ohio Regional Hospital on behalf of the Belmont County Department of Job and Family Services.

*This agreement allows for the collection of blood and saliva samples that are used in DNA testing to determine the paternity of children who are born out of wedlock.*

**IV-D SERVICE CONTRACT**

This contract made and entered into on the 9TH day of April, 2004 by and between the Belmont County Child Support Enforcement Agency (hereinafter referred to as "CSEA") and East Ohio Regional Hospital, a contractor of service (hereinafter referred to as "Contractor"). Pursuant to Title IV-D of the Social Security Act, Section 3125.13 and 3125.14 of the Revised Code and Section 5101:1-29-50 of the Administrative Code rules promulgated by the Ohio Department of Job and Family Services, the CSEA is authorized to contract with public or private agencies for the purchase of services. The following are the terms of the contract.

1. **Purchase of Services:** Subject to terms and conditions set forth in this contract and the attached Exhibits (such exhibits are deemed to be a part of this contract as fully as if set forth herein), the CSEA agrees to purchase for, and Contractor agrees to furnish to eligible individuals those specific services detailed in Exhibit I.
2. **Purpose:** The CSEA and Contractor agree to coordinate services detailed in JFS07019, JFS 07030, or JFS 07031, attached, and to make all reasonable efforts to coordinate with other service contractors to establish a cooperative, comprehensive county plan for effective enforcement of child support.
3. **Contract Period:** This agreement will be effective from **May 1, 2004** through **April 30, 2005**, inclusive unless otherwise terminated. In no case may the Contract period exceed one (1) year. Contract periods may be agreed upon for less than one (1) year.
4. **Availability of Funds:** The CSEA represents that it has adequate funds to meet its obligations under this agreement; that it intends to maintain this agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this agreement. However, payments for all services provided in accordance with the provisions of this Contract are contingent upon availability of nonfederal and federal matching funds as follows:

	<b>AMOUNT</b>	<b>SOURCE</b>
Local Matching Funds	\$650.00	Incentive & State Subsidy
Federal Matching Funds	\$5,850.00	Incentive
Total	\$6,500.00	

(A) Contractor warrants that any costs incurred pursuant to this agreement will not be allowable to or included as a cost of any other federally financed program.

(B) The CSEA warrants that the nonfederal share is not provided from any source which is prohibited by state or federal law or by section 5101:1-29-50 (C)(5) of the Administrative Code..

5. **Cost and Delivery of Purchased Services:** Subject to the limitations specified in Article 4 hereof and as detailed in JFS 07019, JFS 07030, or JFS 07031, attached, the amount to be paid for such purchased services will be based on the following criteria:

A negotiated **\$ 60.00** per hour for provision of service.

6. **Eligibility for Services:** Current and past public assistance recipients or those who have completed a IV-D application form which has been filed with the CSEA and has resulted in an open IV-D Case.

7. **Payment for Purchased Services:** The contractor shall submit an invoice and cost statement to the CSEA on a monthly basis. Format of the cost statement is attached as JFS 07035.

8. **Subcontracting:** When deemed necessary to deliver services of the quantity and quality specified in JFS 07019, JFS07030, or JFS 07031, attached, the contractor may subcontract. All such subcontracts shall be in the same form as this contract and subject to the same terms, conditions, and covenants contained herein. No such subcontracts shall in any case release the contractor from its liability under this agreement. The contractor is responsible for making direct payment for such services.

9. **Termination:**

(A) In the event that the contractor does not faithfully and promptly perform its responsibilities and obligations under this agreement, as determined by the CSEA, the CSEA may terminate the agreement by providing the Provider with written notice thirty days in advance of the termination date.

(B) In the event that the CSEA does not faithfully and promptly perform its responsibilities and obligations under this agreement, the Provider may terminate the agreement by providing the CSEA with written notice thirty days in advance of the termination date.

(C) Notwithstanding Sections (A) and (B) of this Article, this agreement may be terminated by mutual agreement at any time after the date on which the two parties reach their decision.

(D) Notwithstanding Sections (A) and (B) of this Article, if the federal and/or nonfederal funds designated for the programs are not available to the CSEA in an amount adequate to support the activities under this agreement as determined by the CSEA, the CSEA may terminate this agreement. Such termination is not subject to advance written notice but will be effective on the date federal and/or nonfederal funds are no longer available, or later as stipulated by the CSEA, and all reimbursement to the contractor will cease as of that date.

(E) Notwithstanding Sections (A) and (B) of this Article, the CSEA may terminate this Contract immediately upon delivery of written notice to the Provider if the CSEA has discovered any illegal conduct on the part of the contractor.

(F) In the event of termination under this Article, the contractor shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, which shall be calculated by the CSEA based on the rate set forth in Article 5, less any funds previously paid by or on behalf of the CSEA. The CSEA shall not be liable for any further claims, and the claims submitted by the contractor shall not exceed the total amount of consideration stated in this Contract.

10. **Independent Contractors:** The contractors, agents, and employees of the contractor, including subcontractors, will act in performance of this agreement in an independent capacity, and not as officers or employees or agents of the State of Ohio or the CSEA.

11. **Duplicate Billing:** The contractor warrants that claims made to the CSEA for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by Provider to other sources of federal funds for the same service.

12. **Financial Records:** The contractor shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel. Such records shall also be subject to inspection by the individual or entity selected for any audit activity required under Article 16 of this Contract.

13. **Expensed Equipment:** Equipment which has been expensed rather than depreciated during the Contract period must be transferred to the CSEA when the equipment is no longer needed to carry out the work under this Contract or a succeeding Contract. In lieu of equipment being transferred, the appropriate residual value may be transferred to the CSEA.

14. **Availability and Retention of Records:** Contractors shall maintain and preserve all financial and eligibility determination records related to this agreement, including any other documentation used in the administration of the program, in its possession for a period of three years after final payment, and/or will assure the maintenance of such for a like period of time in the possession of any third party performing work related to this agreement, unless otherwise directed by the CSEA. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising out of the action are resolved or until the end of the three-year period, whichever is later.

15. **Responsibility for Audit Exceptions:** Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate state or federal audit directly related to the provisions of the contract.

16. **Confidentiality:** The contractor agrees that information concerning eligible individuals shall only be used in support of the IV-D program. Disclosure of information for any other purpose is prohibited except upon the written consent of eligible individual.

17. **Equal Employment Opportunity:** In carrying out this Contract, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or Vietnam-era veteran status. The Provider shall ensure that applicants are hired, and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or Vietnam-era veteran status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

18. **Indemnity and Insurance:** (when applicable)

(A) Indemnity: The contractor agrees that it will at all times during the existence of this agreement indemnify and save harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners, or county administrator designated under section 305.30 of the Revised Code, of the county in which the CSEA is situated against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this Contract.

(B) Insurance: The contractor agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individual against reasonable foreseeable torts which could cause injury or death.

19. **Monitoring and Evaluation:** The CSEA and contractor will, as detailed in attached forms, monitor the manner in which the terms of the agreement are being carried out and evaluate the extent to which program objectives contained in the agreement are being achieved.

20. **Accessibility of Program to the Public:** The CSEA and contractor agree to make all reasonable efforts to allow public access to the program by providing convenient hours for public contact, and adequate availability of staff for public inquiries.

21. **Out-of-County and Out-of-State Cooperation:** The CSEA and contractor agree to use all available resources in cooperation with other counties and states to obtain or enforce orders for support.

22. **Amendment of Contract:** This contract may be amended at any time by a written amendment signed by all parties and submitted to the ODJFS in the manner required by ODJFS rules.

Child Support Enforcement Agency	Date
<u>Belmont County</u>	
Authorized CSEA Representative's Signature	Date
<u>Dwayne Pielech per Tom King /s/</u>	<u>4/12/04</u>
Authorized Provider Representative's Signature	Date
<u>Brian K. Felici /s/</u>	<u>4/22/04</u>
Authorized Provider Representative's Title	
<u>President &amp; C.E.O.</u>	
Provider's Street address	
<u>90 N. 4<sup>th</sup> St.</u>	
Provider's City, State, zip	
<u>Martins Ferry, OH 43935</u>	
County Commissioner's Signature	Date
<u>Ryan E. Olexo /s/</u>	<u>4/28/04</u>
<u>Mark A. Thomas /s/</u>	<u>4/28/04</u>

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes
Mr. Probst	Absent

#### **UNDER DISCUSSION**

Commissioner Thomas stated, "Our Department of Job and Family Services agency functions on behalf of mothers giving birth out of wedlock to determine paternity. Once paternity is determined, the agency, on behalf of the child, attempts to collect child support. This contract is for the DNA that is collected to be sent to a medical facility for testing."

**IN THE MATTER OF ENTERING INTO INTERAGENCY AGREEMENT TITLE IV-E CONTRACT  
WITH ODJFS ON BEHALF OF BELMONT COUNTY JUVENILE COURT**

Motion made by Mr. Thomas, seconded by Mr. Olexo to enter into an Interagency Agreement Title IV-E Contract with the Ohio Department of Job and Family Services on behalf of Belmont County Juvenile Court for the purpose of receiving federal reimbursement for costs incurred by the court related to placement of children in foster care.

- Effective date of contract is upon the execution by all parties and will remain in effect through June 30, 2004
- Federal fund reimbursement schedule is 66%

**INTERAGENCY AGREEMENT  
BETWEEN THE  
BELMONT COUNTY  
BOARD OF COUNTY COMMISSIONERS,  
COUNTY JUVENILE COURT,  
AND  
THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES**

**I.  
PURPOSE**

This **Agreement** is entered into by the Ohio Department of Job and Family Services (hereinafter "**ODJFS**"), the County Board of **Commissioners** (hereinafter "**COMMISSIONERS**" or "**BOARD**"), and the County Juvenile and Family Court (hereinafter "**JUVENILE COURT**" or "**COURT**") for the purpose of defining the relationships and responsibilities between the parties for **Juvenile Court's** administration of Title IV-E of the Social Security Act (hereinafter "Title IV-E" or "IV-E") in accordance with any rules promulgated by the Federal government, rules or procedures promulgated under Chapter 2151. of the Revised Code, the Ohio Rules of Juvenile Procedure, and rules adopted by **ODJFS** related to Title IV-E and related fiscal reimbursement and auditing rules and procedures.

**II.**

**RESPONSIBILITIES OF THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES**

Pursuant to Section 5101.141 of the Revised Code, 42 USCA 672 (a)(2), and 45 CFR 1355.30 (m) and 204.100, **ODJFS** is the single state agency responsible for the administration of Title IV-E within the state of Ohio. In that capacity, **ODJFS** will seek from the Federal government available federal financial participation (hereinafter "FFP"), on behalf of the **Juvenile Court**, for the exercise of the **Juvenile Court's** child placement and foster care functions specified in this agreement. To the extent such claims are allowed by the Federal government and FFP is awarded for such, **ODJFS** will distribute to the **Juvenile Court**, net of the user fee imposed by **Article VI** of this Agreement, the FFP awarded and received by **ODJFS**.

**III.**

**RESPONSIBILITIES OF THE COUNTY JUVENILE COURT**

**A. Role of Juvenile Court**

**ODJFS** hereby recognizes the **Juvenile Court** as a unit of government, within the meaning of 42 USCA 672 (a)(2), which has responsibility for the placement and foster care of children within the State of Ohio and within the County.

As a unit of government which has responsibility for the placement and foster care of children, the **Juvenile Court** will exercise the authority granted it under Chapter 2151. of the Revised Code and the Ohio Rules of Juvenile Procedure to render adjudicatory and dispositional judicial determinations regarding children within the **Juvenile Court's** jurisdiction, to supervise the implementation of such determinations, as necessary, and to perform such other duties that may be required of it by the operation of Title IV-E.

**B. Foster Care Maintenance Costs**

1). The **Juvenile Court** may seek reimbursement for actual foster care maintenance costs, incurred by the **Court**, related to an adjudicated child placed in foster care provided that all of the following elements are present:

- a. The child for whom reimbursement is sought has been adjudicated by the **Court** to be unruly or delinquent;
- b. The child for whom reimbursement is sought has been determined to be eligible for FFP under Title IV-E;
- c. The child for whom reimbursement is sought has been placed in a foster care facility that is certified, licensed, or approved by **ODJFS** or by another state agency described in Section 5103.02 of the Revised Code and which **ODJFS** further recognizes as being a placement that qualifies for Title IV-E maintenance FFP. Furthermore, such foster care facility shall meet all federal requirements for IV-E reimbursement, and does not include any public facility that accommodates more than 25 children, nor any detention facility, forestry camp, training school, or other facility operated primarily for the detention of children who have been determined to be delinquent.
- d. The foster care maintenance cost claimed for reimbursement has been made solely with local or state funds, has further been made in accordance with Title IV-E foster care rate ceilings periodically prescribed by **ODJFS** and in force at the time the placement cost was incurred, and further will not be claimed to any other federal reimbursement source;
- e. As described in Section 2151.419 of the Revised Code, the **Juvenile Court** has journalized a dispositional order finding that reasonable efforts were made to prevent the removal of a child from his home or to make it possible for a child to return home, where such efforts were feasible. In making a determination of feasibility in matters involving a disposition of delinquency or unruliness, the **Juvenile Court** hereby expressly acknowledges that any decision to pursue any such reasonable efforts must, of necessity, be solely governed by the **Court's** determination of what actions are in the best interest of the child, and not a desire to remove the child into placement for the purpose of detention, restraint, or punishment;
- f. The placement ordered for the child is in the least restrictive setting and in close proximity to the child's family consistent with the best interests of the child;
- g. The **Juvenile Court** has developed and implemented a case plan for the child which is the equivalent to that required by Rule 5101:2-39-09 of the Ohio Administrative Code;
- h. As applicable, the **Juvenile Court** has conducted the periodic review of the child's case equivalent to that required by Sections 2151.416 and 2151.417 of the Revised Code, 42 USCA 675 (5)(A), and has incorporated any findings of that review into the child's case plan;
- i. The **Juvenile Court** has referred the child's case to the County Child Support Enforcement Agency, whenever appropriate;
- j. The **Juvenile Court** has conducted all dispositional hearings required by Sections 2151.354 and 2151.355 of the Revised Code;
- k. The **Juvenile Court** has entered a dispositional order placing the child into the legal custody of a probation officer in the employ of the **Court** and has explicitly stated in such order that the **Court** has assumed full responsibility for the placement and care of the child, or has entered a dispositional order committing the child in the temporary or permanent custody of the **Court**, or in the case of a child who has been adjudicated to be a delinquent, has entered a dispositional order explicitly and expressly stating that the **Court**, with the entry of such order, has assumed full and direct responsibility for the placement and care of the child.

2). As a further condition precedent to the receipt of foster care maintenance payments on behalf of a child who meets the requirements of **Paragraph (B)(1)**, above, the **Court** further agrees that during the period of time that the **Court** has responsibility for the placement and care of such child, the **Court** will comply with all applicable federal regulations, state laws and rules pertaining to the Title IV-E program.

3). The **Juvenile Court** may seek reimbursement for foster care maintenance costs for children who have not yet been adjudicated but for whom the court has assumed legal responsibility the care and custody of such children **PROVIDED THAT** the requirements of **Paragraphs (B)(1)(b)**, **(B)(1)(c)**, **(B)(1)(d)**, and, as applicable, **(B)(2)**, above, are adhered to.

4). The **Juvenile Court** understands that **ODJFS** will make maintenance payments to the **Court** within the framework imposed upon it by 42 USCA 672, 674, and 675(4)(A).

**C. Administrative and Training Costs**

1). The **Juvenile Court** may seek reimbursement of administrative and training costs on behalf of children eligible to receive foster care maintenance payments and children determined by the Court to be at serious risk of removal from home and for whom the **Court** has undertaken a plan of reasonable efforts to prevent such removal.

Administrative cost claimable on behalf of children eligible to receive foster care maintenance payments pursuant to **Paragraph B**, of this **Article** and children determined by the Court to be at serious risk of removal from home and for whom the **Court** has undertaken a plan of reasonable efforts to prevent such removal are associated with the following examples of reimbursable activities.

- a. The referral of a child to services;
- b. The preparation for and participation in judicial determinations;
- c. The arrangement of the placement of the child;

- d. The development, ongoing management and implementation, and supervision of the child's case plan, BUT NOT the cost of any therapeutic, treatment, or counseling services required thereunder;
- e. The preparation for and participation in case reviews;
- f. Agreements for the recruitment and licensing of foster homes;
- g. The determination of Title IV-E eligibility, whether such determination is affirmative or negative;
- h. The supervision of the child's placement;
- i. Participation by casework staff in formal and organized training activities. For the purpose claiming administrative costs for this activity, such costs will be limited to the salary and fringe benefits of such staff proportionate to the time spent in such training.
- j. Case management on behalf of children determined by the Court to be at serious risk of removal from home and for whom the Court has undertaken a plan of reasonable efforts to prevent such removal.

These activities may be performed by personnel of the Court or, by contractual agreement, by another party on behalf of the Court. To be claimable, the activity must be made on behalf of children eligible to receive foster care maintenance payments or children determined by the Court to be at serious risk of removal from the home and for whom the Court has undertaken a plan of reasonable efforts to prevent such removal. Costs claimed for these activities must further be originally sourced solely from state or local funds appropriated to the Court and may not be charged to any other federal program.

The Juvenile Court may seek reimbursement of training costs for personnel of the Court who are covered by Paragraph (C)(2) of this Article, PROVIDED THAT such costs are originally sourced solely from state or local funds appropriated to the Court and are not charged to any other federal program.

2). In those cases where the Juvenile Court desires to claim administrative and training costs for activities performed by its own staff, the Court agrees to do so solely on behalf of staff who perform the activities enumerated in Paragraph (C)(1) of this Article. Administrative and training cost payable to the Court will be determined utilizing a monthly financial statement, a random moment sample time study, and other procedures and forms as indicated in the ODJFS Administrative Procedure Manual (APM).

3). In those cases where the Juvenile Court contracts with a third party to perform some or all of the activities enumerated in Paragraph (C)(1) of this Article, such contract shall expressly specify which of the enumerated service(s) are to be performed by the contractor, shall establish a specific and discrete rate of compensation that will be paid for the performance of these services on behalf of IV-E eligible children, such rate of compensation not being greater than what is also charged for children who are not IV-E eligible, shall expressly state that the Juvenile Court retains ultimate control and responsibility for care, maintenance, treatment, supervision, and case planning for children covered by the contract, shall specify an officer of the Juvenile Court who will be responsible for supervising the performance of the contractor, and shall expressly enumerate the procedures the Juvenile Court will follow for supervising the performance of the contractor including, but not limited to, reporting requirements by the contractor to the Juvenile Court. If the Juvenile Court contracts with another public entity, including the county agency responsible for the administration of child welfare programs, for the performance of any of the activities enumerated in Paragraph (C)(1), payments made to the other public entity must represent a reimbursement of actual costs of the other public entity incurred in the performance of its contractual duties.

4). All costs claimed for reimbursement as administrative and training costs shall be DOCUMENTED BY actual costs incurred and paid by, and shall further be supported by accounting records maintained by the Juvenile Court. The Court acknowledges that administrative and training costs claimable against Title IV-E are limited to those articulated under 45 CFR 1356.60, as amended.

#### **D. Identification of Costs**

The Juvenile Court shall be responsible for the identification of costs for the activities enumerated in Paragraphs (C) of this Article. The Juvenile Court agrees to devise and implement accounting practices and procedures which will allow for audits of such costs. The accounting procedures shall conform to generally recognized accounting principles and shall treat both costs and activities consistently.

#### **E. Use of Funds Received and Report to Public**

The Juvenile Court agrees to use any FFP provided by this Agreement to improve children and youth services in the county. The Juvenile Court agrees to give special emphasis to developing community and neighborhood based foster care resources in the county. The Juvenile Court agrees to affirmatively act to coordinate service improvements with the county Family and Children First Council. In those calendar years where total payments received under this Agreement exceed \$4,999, the Juvenile Court agrees to prepare, and distribute to each newspaper of general circulation within the county, not later than March 31st of the proceeding year, a news release outlining the Juvenile Court's usage of the FFP received under this Agreement for the prior calendar year. Any news release required by this Article shall, at a minimum, include the following information:

1. That the purpose of the new release is to inform the general public of how the Juvenile Court used the FFP received pursuant to this Agreement.
2. That the preparation and distribution of the news release is required by this Agreement.
3. An accounting of the beginning and ending balance of the account established pursuant Article IV of this Agreement, and a statement of total FFP received during the prior calendar year.
4. A narrative summary of any activities supported by expenditures from the account established pursuant to Article IV of this Agreement, including a description of how, in the opinion of the Juvenile Court, such expenditures acted to improve children and youth services in the county and develop neighborhood based foster care resources.

A copy of the news release prepared pursuant to this Article shall be mailed to ODJFS, care of its Public Information Office.

#### **F. Adjudicatory Status**

The Juvenile Court agrees that it will not deliberately adjudicate a child unruly or delinquent for the sole purpose of receiving FFP under this Agreement. Further the Juvenile Court agrees it will not place into the legal custody of the county child welfare agency any child who it adjudicates to be unruly or delinquent unless the Court finds, and explicitly states such findings and reasons therefore in its dispositional order, that such legal custody is in the child's best interest. The Juvenile Court further agrees that it will not adjudicate a child to be dependent, neglected, or abused, whom it would otherwise adjudicate to be delinquent or unruly, solely for the purpose of placing that child into the legal custody of the county child welfare agency.

### **IV.**

#### **RESPONSIBILITIES OF THE COUNTY COMMISSIONERS**

The Commissioners agree that not less than seventy-five percent (75%) of the FFP received from ODJFS will be made available to the credit of the Juvenile Court to enable the Court to render performance of its obligations pursuant to Paragraph(E) of Article III of this Agreement. The Commissioners further agree that any FFP received pursuant to this Agreement, whether past, present, or anticipated, will not be treated as countervailing income or resources in the determination of current or future general appropriations made in support of the operation of the Juvenile Court, or the county child welfare agency. If at the close of any fiscal year the Juvenile Court shows a net positive balance in FFP received under this Agreement, the Commissioners further agree to reappropriate such balance as available for the next subsequent fiscal year. The Commissioners further agree not to subject the Juvenile Court, or the county child welfare agency to new costs not presently borne by the Court or the county child welfare agency because of anticipated revenue that will be received by the Court under this Agreement. The Commissioners agree to develop and implement accounting procedures and standards which will provide an audit trail adequate to assess their performance under this Article.

### **V.**

#### **OVERSIGHT BY ODJFS**

The Juvenile Court agrees to allow ODJFS to periodically assess and monitor the adherence of the Juvenile Court to the requirements of Paragraph B and C of Article III of this Agreement. Within sixty (60) days of the completion of any such assessment, ODJFS agrees to produce a written report on the Juvenile Court's adherence to the aforementioned requirements and to transmit same to the Court. Within sixty (60) days of the receipt of the assessment, the Juvenile Court agrees to file with ODJFS a written response to the assessment noting areas of agreement and disagreement. The response shall include a corrective action plan to remedy, within ninety (90) days, any deficiencies noted in the assessment and in which the Court concurs. In the event that the Court disagrees with any portion, it agrees to note same in its response and state its reasons why. Within thirty (30) days of the receipt of the Court's response, ODJFS will inform the Court, in writing, of its final determination related to the matters in dispute. The Juvenile Court agrees to accept the decision of ODJFS as final and binding, and it further agrees that it will proceed to develop and implement, within thirty (30) days, a written corrective action plan to remedy any final deficiencies within ninety (90) days. The Juvenile Court and the Commissioners further agree that they immediately take action to refund to ODJFS any FFP that has been received and which ODJFS determines to be unallowable as a result of performance deficiencies noted in the assessment. ODJFS agrees to provide the Juvenile Court with technical assistance necessary to develop and implement a corrective action plan. ODJFS expressly agrees that nothing herein shall be interpreted or otherwise construed as permitting ODJFS to substitute its judgement for any judicial determination of fact, law, or disposition made by the Court in the exercise of its powers and duties.

### **VI.**

#### **COMPENSATION**

A. ODJFS agrees to reimburse the Juvenile Court, to the extent allowable by the Federal government and to the extent FFP has been received from the Federal government, as follows:

All reimbursements shall solely consist of available federal financial participation ("FFP") payable at the applicable federal matching rate for allowable Title IV-E administrative, training, and foster care maintenance costs. To the extent that such costs are allowed by the Federal government and FFP related to those costs is awarded, **ODJFS** agrees to distribute to the **Juvenile Court**, net of the user fee imposed by this **Agreement**, the FFP **awarded and received by ODJFS**. The **Juvenile Court** agrees to allow **ODJFS** to retain not more than percent (5%) on all FFP disbursed to the **Juvenile Court** under **Paragraphs (C) of Article III** of this **Agreement**. The **Juvenile Court** expressly acknowledges that it is aware that any funding received under this **Agreement** will not constitute full reimbursement for any costs incurred in the performance of this **Agreement**. The **Juvenile Court** further expressly acknowledges that **ODJFS** is not obligated to make any payments in excess of the net FFP herein authorized.

**B.** Payment of any FFP under this **Agreement** is contingent upon Federal approval of the State's Title IV-E Program Plan, Title IV-B State Plan, and if applicable, ODJFS Cost Allocation Plan as amended to seek FFP for costs associated with activities performed under this **Agreement**. In the event of Federal approval of such Plans, payment of FFP, in whole or in part, is further contingent upon the **award and receipt** by **ODJFS** of matching funds from the Federal government. **ODJFS** will use its best efforts to secure such FFP as is allowable under this **Agreement** but makes no warranty, express or implied, as to the ultimate success of those efforts.

If the Ohio General Assembly, the federal government, or any other source at any time disapproves or ceases to continue funding **ODJFS** for payments due hereunder, this **Agreement** is terminated as of the date funding expires without notice or further obligation of **ODJFS** except that **ODJFS** will subsequent to termination provide written notice in accordance with **Paragraph (B)(2) of Article VII**.

## VII.

### GENERAL PROVISIONS

#### A. Effective Dates

This **Agreement** will become effective upon its execution by all parties to it, **and** upon the successful completion of a review by **ODJFS** which affirmatively demonstrates the capacity of the **Juvenile Court** and the **County Commissioners** to discharge their obligations under this **Agreement**. Once effective, this **Agreement** will remain in effect through June 30, 2005, or such time as the agreement is terminated, subject to the provisions contained herein. In the event the **Juvenile Court** can demonstrate allowable costs, the **Juvenile Court** may submit claims under this **Agreement** retroactive to the first day of the calendar quarter in which the state's Title IV-E Program Plan incorporating and enabling this **Agreement** was approved by the Federal government. The **Juvenile Court** must claim all costs allowed under this **Agreement** within two years of their expenses being incurred by the **Juvenile Court**.

#### B. Termination by Notice

1. This **Agreement** may be terminated by any party upon 30 days written notice of termination to the other parties. Notice of termination shall be sent or otherwise delivered to the following persons and addresses:

**ODJFS:** Director

Ohio Department of Job and Family Services  
30 East Broad Street - 32nd floor  
Columbus, Ohio 43266-0423

**The Juvenile Court:**

Belmont County Juvenile Court

Belmont County Courthouse

101 Main Street

St. Clairsville, Ohio 43950

**The Commissioners:**

Board of Belmont County Commissioners

101 Main Street

St. Clairsville, Ohio 43950

2. This **Agreement** may be terminated or suspended immediately in the event there is a loss of funding, disapproval by a federal administrative agency, or upon discovery of non-compliance with any federal or state laws, rules, or regulations. In the event termination or suspension is pursuant to this **Paragraph**, a notice specifying the reasons for termination suspension shall be sent as soon as possible after termination or suspension.

#### C. Breach and Default

Upon breach or default of any of the provisions, obligations, or duties embodied in this **Agreement**, the parties may exercise any administrative contractual, equitable, or legal remedies available, without limitation. The waiver or any occurrence of breach or default is not waiver of such subsequent occurrences, and the parties retain the right to exercise all remedies mentioned herein.

#### D. Dispute Resolution

Except as provided in **Article V** of this **Agreement**, in the event of any dispute or disagreement between the parties to this **Agreement** as to any provision of the **Agreement**, the matter, upon written request of any party, shall immediately be referred to representatives of the parties for decision, each party being represented by one individual who has no direct responsibility for the matters contemplated by this **Agreement** and who is authorized to settle the dispute (the "Representatives"); the Representatives shall promptly meet in a good faith effort to resolve the dispute.

#### E. Amendments

This **Agreement** may be modified or amended provided that any such modification or amendment is in writing and is signed by all the parties. It is agreed, however, that any amendments to laws, rules, or regulations cited herein will result in the correlative modification of this agreement, without the necessity for executing a written amendment.

#### F. Equal Employment Opportunity

The parties agree that in the performance of this **Agreement** or in the hiring of any employees for the performance of work under this **Agreement**, the parties shall not by reason of race, color, religion, sex, sexual preference, age, disability, national origin, Vietnam-era veteran's status, or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the **Agreement** relates.

#### G. Confidentiality of Information

The parties agree that they shall not use any information, systems, or records made available to either party for any purpose other than to fulfill the obligations specified herein. The parties agree to be bound by the same standards of confidentiality that apply to the employees of either party and the State of Ohio. The terms of this section shall be included in any subcontracts executed by either party for work under this **Agreement**. The parties specifically agree to comply with state and federal confidentiality laws and regulations applicable to the programs under which this **Agreement** is funded. The **Juvenile Court** is responsible for obtaining copies of all **ODJFS** rules governing confidentiality and for insuring compliance with these rules by employees and contractors of the **Juvenile Court**.

#### H. Compliance with Federal and State Laws, Rules and Regulations

The parties agree to comply with all federal and state laws, rules, regulations, and auditing standards which are applicable to the performance of this **Agreement**.

#### I. Partial Invalidity

A judicial or administrative finding, order, or decision that any part of this **Agreement** is illegal or invalid shall not invalidate the remainder of the **Agreement**.

#### J. Records Retention

All records relating to costs, work performed, and supporting documentation for invoices submitted to **ODJFS** by the **Juvenile Court** shall be retained and made available by for audit by the State of Ohio (including, but not limited to **ODJFS**, the Auditor of State of Ohio, Inspector General or duly authorized law enforcement officials) and agencies of the United States government for a minimum of three years after payment under this **Agreement**. If an audit is initiated during this time period, the **Juvenile Court** shall retain such records until the audit is concluded and all issues resolved. If the **Juvenile Court** or the **Commissioners** have a longer records retention period for similar documents, then the longer records retention period shall be used.

#### K. Audit Exceptions

1. **ODJFS** shall be responsible for receiving, replying to, and arranging compliance with any audit exception found by any state or federal audit of this **Agreement** as it pertains to state, federal or **ODJFS** funding of the **Agreement**. **ODJFS** shall timely notify the **Juvenile Court** and the **Commissioners** of any adverse findings which allegedly are the fault of the **Juvenile Court**. Upon receipt of notification by **ODJFS**, the **Juvenile Court** shall cooperate fully with **ODJFS** and timely prepare and send to **ODJFS** its written response to the audit exception. Failure of the **Juvenile Court** to timely respond to audit exceptions shall result in liability for any repayment necessitated by the audit exceptions.

2. The **Commissioners** shall be liable for any audit exceptions that result solely from the acts or omissions of the **Juvenile Court** in the performance of this **Agreement**. **ODJFS** shall be liable for any audit exceptions that result solely from its acts or omissions in the performance of this **Agreement**. In the event that an audit exception results from acts or omissions of both **ODJFS** and the **Juvenile Court**, then the financial liability for the audit exception shall be shared by the parties in proportion to their relative fault.
3. If it is determined that the **Juvenile Court** is solely responsible for an adverse finding, the **Commissioners** shall, unless otherwise instructed by the director of **ODJFS**, pay to **ODJFS** the full amount of any financial liability assessed against **ODJFS** from the adverse audit finding. If it is determined that the **Juvenile Court** and **ODJFS** share responsibility for an adverse finding, then the **Commissioners**, unless otherwise instructed by the director of **ODJFS**, shall pay to **ODJFS** the **Juvenile Court's** proportionate share of the financial liability assessed to **ODJFS**. The **Commissioners** shall be responsible for correcting audit exceptions to the satisfaction of **ODJFS** and the relevant auditing agency.
4. In the event that a final disallowance cannot be recovered by **ODJFS** through the use of off-setting claims, the **Commissioners** agree to remit a warrant, payable to **ODJFS**, in an amount equal to any such final disallowance.

**L. Liability Requirements (other than audit)**

Each party agrees to be solely responsible for liability, suits, losses, judgements, damages, or other demands brought as a result of its own actions or omissions in performance of this **Agreement**.

**M. Reporting Requirements**

The **Juvenile Court** agrees to claim costs under this **Agreement** through the use of reports and forms prescribed by **ODJFS**. The **Juvenile Court** further agrees to file such reports and forms in accordance with such instructions and by such deadlines as **ODJFS** might adopt for their use.

**N. Child Support Enforcement**

The **Juvenile Court** and the **Commissioners** agree to cooperate with **ODJFS** and any Ohio Child Support Enforcement Agency (**CSEA**) in ensuring employees of the **Juvenile Court** meet child support obligations established under state law. Further, by executing this **Agreement**, the **Juvenile Court** certifies present and future compliance with any court order for the withholding of support which is issued pursuant to sections 3113.21 to 3113.217 of the Ohio Revised Code.

**O. Prior Interagency Agreements**

The agencies agree that to the extent they have entered into interagency agreements which conflict with the services, duties or responsibilities hereunder, such interagency agreements are terminated effective upon the date this **Agreement** is executed.

**P. Entirety of Agreement**

All terms and conditions of this **Agreement** are embodied herein. No other terms and conditions will be considered a part of this **Agreement** unless expressly agreed upon in writing and signed by both parties.

**Q. Access to Court Records**

The **Juvenile Court** shall grant access to court records to **ODJFS** and federal officers as necessary for **ODJFS** and federal officers to monitor, evaluate, audit or perform other administrative tasks necessary to assure compliance with Title IV-E and **ODJFS** requirements.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE OHIO DEPARTMENT OF HUMAN SERVICES.

**JUVENILE COURT:**

J.M. Costine /e/

(Authorized Signature)

J. Mark Costine, Juvenile Court Judge

(Printed Name and Title)

4/23/04

(Date)

**COUNTY COMMISSIONERS:**

Mark A. Thomas /s/

Mark A. Thomas, Belmont County Commissioner

(Printed Name and Title)

4/28/04

(Date)

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES:**

Tom Hayes /s/

Tom Hayes, Director

(Date)

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes
Mr. Probst	Absent

**IN THE MATTER OF ENTERING INTO AGREEMENT WITH MANATRON, INC.  
RE: THE PURCHASE OF LICENSED SOFTWARE, HARDWARE AND MAINTENANCE  
SERVICES/BELMONT COUNTY AUDITOR'S OFFICE**

Motion made by Mr. Thomas, seconded by Mr. Olexo to enter into the Master Agreement and approve and sign the corresponding Schedule of Services for the purchase of Licensed Software, Hardware and Maintenance Services by and between Manatron, Inc., Portage, Michigan, on behalf of the Belmont County Auditor's Office.

This agreement is to update all the software programs for the Auditor's office including real estate taxes, personal property, manufactured homes, tax escrow, tax board of revision, tax foreclosure. General Fund monies have been encumbered for this project. Terms of the agreement expire upon completion of installation of hardware, software and related training. Total fees of \$471,920.00 include all hardware, software and consultation services. Annual maintenance will be \$56,514.00 for a three-year period.

**MASTER AGREEMENT FOR LICENSED  
SOFTWARE, HARDWARE AND SERVICES**

Effective as of the date that this Agreement is last signed by either party (the "Effective Date")

By and Between	And
<b>MANATRON, INC.</b> 510 E. Milham Avenue Portage, Michigan 49002 ("Manatron") Attention: Vicky Mergen, Contract Administration Telephone No.: (800) 666-5300 ex 197 Fax No.: (269) 567-2930 E-mail Address: vicky.mergen@manatron.com	<b>BELMONT COUNTY, OHIO</b> 101 West Main Street St. Clairsville, Ohio 43950 ("Customer"): Attention: Ms. Judy Jenewein Telephone No.: (740) 695-2121 x 185 Fax No.: (740) 699-2154 E-mail Address: jjjenewein@belmontcountyohio.org

This Master Agreement for Licensed Software, Hardware and Services sets forth the terms and conditions under which Manatron shall license the software programs, sell the hardware and/or provide the support and other services described in the attached Schedule(s) OH2004.004.01, and all future Schedules that reference the Master Agreement

#OH2004.004. The term "Agreement" means this Signature Page, the attached General Terms and Conditions, all Schedules attached hereto or subsequently signed by the parties.

The parties have executed this Agreement as of the dates set forth below their respective signatures.

**MANATRON, INC.**

By: Larry J. Tonander /s/

(Signature)

Its: Director of Contracts

(Type or Print Position)

Date: April 23, 2004

Witnessed: Matthew Henry /s/

By: Matthew Henry

**BELMONT COUNTY, OHIO**

By:

(Mr. Charles R. Probst)

Its:

(County Commissioner)

Date:

By: Ryan E. Olexo /s/

(Mr. Ryan E. Olexo)

Its:  
(County Commissioner)  
Date: April 28, 2004  
By: Mark A. Thomas /s/  
(Mr. Mark A. Thomas)  
Its:  
(County Commissioner)  
Date: April 28, 2004  
Approved as to Form: Robert Quirk /s/  
(Mr. Frank Pierce, Prosecuting Attorney)  
Date: 4/25/04  
SIGNATURE PAGE

## GENERAL TERMS AND CONDITIONS

### 1. DEFINITIONS.

As used in this Agreement:

“**Acceptance**” shall have the meaning set forth in Section 3.2.2.

“**Compliance Update**” means a change made to the Software to reflect a mandated change in an applicable Law.

“**Computer System**” means the digital computer processor(s), random access memory, disk subsystem, network software, Database Software, operating system software and other hardware or software components or programs that are used in conjunction with the Hardware and/or Software.

“**Customization**” means any improvement, derivation, extension or other change to the Software made by Manatron at the request of Customer, including any that result from the joint efforts or collaboration of Manatron and Customer. Manatron may from time to time and in its sole discretion, incorporate Customizations into the Software as “Enhancements”.

“**Database Software**” means relational database management systems (RDMS) such as Microsoft SQL Server, Oracle or similar Third-Party Software that is utilized by the Software to store Customer data on a disk subsystem as part of the operation of the Software.

“**Designated Processor**” means the computer processing device that provides the primary control for the interpretation and execution of the Software and is designated on the applicable Schedule or, if not so identified, on which the Software is initially installed or, if a software activator device is required, the computer processing device within which the software activator is properly installed.

“**Documentation**” means any standard operator and user manuals, product specifications, glossary, index, training materials, and other similar materials generally made available and provided by Manatron for use with the Software.

“**End User**” means the Customer, or any employee(s), affiliate(s) agent(s) representative(s) or any other person under the direction or control of the Customer that uses the Software to perform certain functions or tasks as required by the Customer.

“**Enhancement**” means any modification or addition that, when made or added to the Software, changes its utility, efficiency, functional capability or application. Manatron may, in its sole discretion, designate an Enhancement as minor or major.

“**Error**” means any failure of the Software to conform in any material respect to the functional specifications contained in the Documentation, as published from time to time by Manatron.

“**Error Corrections**” means a modification or an addition that, when made or added to the Software, establishes material conformity of the Software to the Documentation, or a procedure or routine that, when implemented in the regular operation of the Software, eliminates the practical adverse effect on Customer of such nonconformity.

“**Hardware**” means the Computer System components and equipment, other than the Database Software, Software, and Third-Party Software as listed in the applicable schedule.

“**Implementation Plan**” means a detailed description of the tasks to be performed by each party in connection with the implementation of the Software, the deliverables for each task and the commencement and completion dates for each task attached hereto as Appendix C.

“**Installation**” means all preparation, processing and other tasks necessary to install the Database Software, Software or Third-Party Software on the Designated Processor to make it operational.

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“**Third-Party Software**” means any third-party software program(s) provided to Customer under this Agreement and listed on the applicable Schedule.

“**Version**” means a new version of the Software that includes minor Enhancements, Error Corrections and/or Compliance Updates, which is indicated by a different number to the right of the decimal point (e.g., “4.1” and “4.2” represent different Versions of Release “4”).

“**Web Hosting**” means providing the infrastructure, such as the hardware, software and communication lines necessary to enable a computer system to communicate with a designated server.

### 2. SCHEDULES.

2.1 **Schedules.** Manatron shall license the Software, provide the Hardware and perform the services described in the schedules designated on the Signature Page and such additional schedules as the parties may execute from time to time (individually and collectively referred to as the “**Schedule**” and “**Schedules**”).

2.2 **Conflicting Terms.** Each Schedule shall be a part of and governed by the terms and conditions of this Agreement. If there is a conflict between these General Terms and Conditions and any Schedule, the terms of the Schedule shall control.

### 3. SOFTWARE LICENSE.

3.1 **Grant.** Manatron grants to Customer a perpetual, nontransferable (except as otherwise provided in Section 18.9) nonexclusive license to use the Software and Documentation solely on the terms and conditions set forth in this Agreement.

3.2 **Acceptance Testing.**

3.2.1 During the Test Period, Customer may test the Software to verify that it conforms in all material respects to the Documentation. If the Software does not so conform, Customer shall promptly notify Manatron in writing and Manatron shall work diligently to correct all nonconformities free of cost to Customer. If after a reasonable period of time Manatron is unable to correct a nonconformity in the Software, Customer may, as its sole and exclusive remedy, return the Software and Documentation to Manatron and receive a refund of any payments received for the license fee.

3.2.2 The Software shall be considered accepted for all purposes (“**Acceptance**”) upon the earlier of: (a) notification by Customer that

“**Installation Date**” means the date on which Manatron completes Installation of the Hardware at a location specified by Customer or the Software or Third-Party Software on the Designated Processor or, in the case where Customer requests or causes a material delay in the performance of installation, the date set forth in the Implementation Plan for commencement of installation (if for Hardware) or acceptance testing (if for Software or Third-Party Software).

“**Law**” means any applicable state, county or local statute, law, ordinance or code.

“**Minimum Requirements**” means the minimum requirements for the Computer System as set forth on Appendix A. The Software may operate on a Computer System that is below the Minimum Requirements, but such operation is not warranted by Manatron.

“**Notice of Completion**” means: (a) if Manatron is to provide implementation services, a written notice from Manatron stating that installation and implementation of all Hardware, Software and/or Third-Party Software at Customer’s site has been completed and that the Software is available for acceptance testing; or (b) in all other cases, a written notice from Manatron stating that all Hardware, Software and/or Third-Party Software has been delivered.

“**Professional Services**” means any Installation, Implementation Service(s), Software configuration, training, consulting, Support Service(s), Customization, and other similar service(s) performed by Manatron under the terms of this Agreement.

“**Project Management**” means the process of planning, scheduling and controlling certain activities in order to meet project objectives.

“**Release**” means a version of the Software denoted by the number to the left of the decimal point (as compared to a change in the number to the right of the decimal point). For example: 4.x and 4.1 are the same Release; 4.x and 5.x are two different Releases. Releases include major Enhancements and the incorporation of any Version developed after the Release immediately preceding the most current Release.

“**Schedule**” and “**Schedules**” shall have the meanings set forth in Section 2.1

“**Seat**” means a unique physical device such as a terminal, microcomputer, or similar computing device that is part of the Computer System at which an End User has access to some or all of the Software or Third-Party Software.

“**Site**” means a single physical location and single database for which the Software is licensed. The number of Sites for which Customer is licensed to use the Software shall be specified in the applicable Schedule.

“**Software**” means the software program(s) (in object code format only) identified on the applicable Schedule and includes Error Corrections, Compliance Updates and new Versions and Releases of such program(s) that may be provided under this Agreement. The term “Software” excludes any Third-Party Software.

“**Software Modification**” has the same meaning as “Customization” if made at the request of Customer under the terms of this Agreement and “Enhancement” when made by Manatron as part of the development or enhancement of the Software or Third-Party Software.

“**Support Services**” shall have the meaning set forth in Section 5.1.

“**Test Period**” means the thirty (30) day period following (a) Customer’s receipt of the Notice of Completion or (b) in the case where Customer requests or causes a material delay in the performance of implementation services, the date set forth in the Implementation Plan for commencement of acceptance testing.

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the Software is in compliance; (b) expiration of the Test Period if Customer fails to notify Manatron of any material nonconformity during that period; or (c) use of the Software by Customer for any purpose other than testing.

3.3 **Scope of Rights.** Customer may:

3.3.1 Install the Software on the Designated Processor and may, upon prior written notice to Manatron, move the Software to a different processor, or, in the event of a disaster, run the Software on a back-up processor.

3.3.2 If the Software is licensed on a Seat basis, use and execute the Software only on the licensed number of Seats designated on the applicable Schedule. Unless otherwise provided on the applicable Schedule, Customer must purchase a license for each Seat that has access to the Software.

3.3.3 If the Software is licensed on a Site basis, use and execute the Software only in connection with the operations of the Site(s). Unless otherwise provided in the applicable Schedule, Customer must purchase a license for each site for which the Software is used.

3.3.4 Make copies of the Software for backup and archival purposes only, provided that (a) no more than two (2) copies of the Software are in existence at any one time, and (b) Manatron’s copyright and other proprietary legends are reproduced on each copy. Customer shall keep appropriate records of the number and location of all copies and make such records available to Manatron upon request. All copies that are made by Customer shall be the property of Manatron.

3.3.5 Make copies of the Documentation for Customer’s internal use only, provided that Manatron’s copyright and other proprietary legends are reproduced on each copy.

3.4 **Restrictions.** In addition to other restrictions set forth in this Agreement, Customer may not:

3.4.1 Use, copy, modify or distribute the Software (electronically or otherwise) or any copy, adaptation, transcription or merged portion thereof except as expressly authorized under this Agreement;

3.4.2 Use the Software for any purpose for the benefit of any third party (including any body of government other than the entity that executes this Agreement) in a commercial, retail, service bureau or similar

enterprise;

3.4.3 Translate, reverse engineer, decompile, recompile, update, enhance or create derivations of all or any part of the Software or merge any Software with any other software or program including without limitation, the structure and sequence of any database and/or database files, including those created by Customer under this Agreement; or

3.4.4 Without prior written approval of Manatron, modify or manipulate the data maintained in the standard database structure schema that is documented as part of the Software, except by those provided in the Software.

3.4.5 Without prior written approval of Manatron, modify, extend or add tables including without limitation, the structure and sequence of any database or database files that are used by the Software, including those created by or for Customer under this Agreement; or

3.4.6 Remove the labels or any proprietary legends from the Software or its Documentation.

3.5 **Title.** Manatron reserves all rights not expressly granted to Customer hereunder. Customer understands that the license granted herein transfers neither title nor proprietary rights to Customer with respect to the Software or Documentation. Any data supplied by Customer shall remain the property of

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tool does not use any part of the Software or require any modification or alteration of the underlying code of the Software. Manatron shall own all right, title and interest (including all associated intellectual property rights) in and to any Customizations to the Software.

#### 4. HARDWARE.

4.1 **Delivery.** If Hardware is provided to Customer under this Agreement, Manatron shall coordinate delivery of the Hardware to Customer. Manatron shall deliver all Hardware to Customer FOB Customer's location.

#### 5. SUPPORT SERVICES.

5.1 **Scope.** Provided that Customer is current in the payment of the applicable support fee, Manatron shall provide the following support services (collectively referred to as "Support Services"):

5.1.1 **Telephone Support.** Manatron shall provide Customer with telephone support services for Hardware and Software from 8:00 a.m. to 5:00 p.m. Eastern Standard Time (EST), Monday through Friday, excluding the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the immediately succeeding Friday, Christmas Eve and Christmas Day. Manatron may from time to time amend its holiday schedule upon at least sixty (60) days' prior written notice to Customer.

5.1.2 **Web Site.** Manatron shall maintain a web site that contains information concerning the Software and Support Services.

5.1.3 **Error Corrections.** Manatron will respond to any Errors reported by Customer in accordance with its response policy attached hereto as Appendix B. Manatron may from time to time amend its response policy upon at least sixty (60) days' prior written notice to Customer.

5.1.4 **Compliance Updates.** Manatron shall exercise due diligence and, in accordance with the highest professional standards and provide Customer, in a timely manner, with Compliance Updates provided that Customer actively monitors changes in applicable laws and provides Manatron with timely written notification of such changes. Customer understands and agrees that Manatron's ability to meet its obligations under this Section 5.1.4 is contingent upon publication of the change by the applicable regulatory agency and notification to Manatron in a manner that provides Manatron sufficient time to prepare and distribute the Compliance Update before the effective date of the change. Manatron shall not be responsible and assumes no liability for any failure by any agency to provide sufficient advance notice of any change or any errors or omissions contained in any information provided by any agency. Some compliance updates may require more than one-half of a man-year of technical effort by Manatron. In such case, the additional fee shall be spread on an equitable basis across Manatron's affected customer base.

5.1.5 **Versions.** Manatron shall provide Customer with new Versions of the Software. Customer understands that its implementation of a new Version may require Customer to upgrade its Computer System.

5.2 **Supported Software.** Manatron's obligation to provide Support Services shall extend only to the current Release and prior Versions whose Release number begins with the same number or immediately preceding number. For example, if the current Release is 4.5, Manatron will support only those Versions between 3.x and 4.5. If Customer desires support for earlier Versions of the Software, such support may be treated by Manatron as additional consulting services for which Customer will be billed at Manatron's then-current time-and-material rates.

5.3 Customer Obligations.

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#### 6.2.3 Performance Dates.

6.2.3.1 **Interdependencies of Dates.** Each party understands that any variation from the performance dates set forth in the Implementation Plan may adversely impact project milestones and completion dates, including, without limitation, the date of completion of the project.

6.2.3.2 **Efforts.** Each party agrees to use all commercially reasonable efforts to fulfill its obligations under the Implementation Plan and to meet the performance dates set forth in the Implementation Plan.

6.2.3.3 **Adjustments.** To the extent that either party fails to perform its obligations in accordance with the performance schedule that is set forth in the Implementation Plan, the parties may negotiate an adjustment to the schedule in accordance with Section 6.2.2.

6.2.4 **Manatron Project Manager.** Manatron shall, as soon as practicable following the execution of the applicable Schedule, assign a project manager (the "Manatron Project Manager") who shall have the principal responsibility for overseeing and managing the performance of obligations of Manatron under the Schedule and who shall be the primary point of contact for Manatron. Manatron may not substitute other persons in this position without the prior written approval of Customer, which approval shall not be unreasonably withheld. Manatron agrees that the Manatron Project Manager shall dedicate such time as needed to perform the services in accordance with the performance schedule set forth in the Implementation Plan.

6.2.5 **Customer Project Manager.** Customer shall, as soon as practicable following the execution of the Schedule, assign a project manager

Customer.

3.6 **Right to Audit.** Manatron shall have the right, within ten (10) days of Manatron's written request during normal business hours and at times mutually agreed upon by Manatron and Customer, to audit Customer's use of the Software to monitor compliance with this Agreement. If an audit reveals that Customer has exceeded the restrictions on use, Customer shall be responsible for the reimbursement of all costs related to the audit and prompt payment by Customer to Manatron of the underpayment.

3.7 **Third-Party Software.** Customer acknowledges and agrees that each Third-Party Software product is the property of the respective third-party owner or licensor and that Customer has no right or title, nor will it assert any right or title, in the same except as expressly granted in writing by the terms and conditions of such third-party license or purchase agreement. All Third-Party Software provided to Customer under this Agreement shall be used only in accordance with the applicable license agreement from the third-party owner or licensor.

3.8 **Tools; Customizations.** Customer shall not have any right to independently make such changes to the underlying code of the Software. Customer may develop, and shall retain ownership of, hooks, interfaces or similar tools for use with the Software, provided that the hook, interface or

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5.3.1 Customer shall designate one or more persons, depending on the size and complexity of Customer's application, through whom requests by Customer for Support Services shall be made. Manatron shall not be required to accept calls or requests from anyone other than a designated contact person. Customer may change its designated contact person at any time upon notice to Manatron.

5.3.2 Customer shall implement and follow the reasonable written instructions of Manatron regarding operation of the Software.

5.3.3 Customer shall purchase, install and maintain a Computer System that complies with the Minimum Requirements.

5.4 **Third-Party Software Support.** Manatron shall provide Customer with telephone assistance for the Third-Party Software during the hours set forth in Section 5.1.1. If Manatron is unable to resolve a problem with the Third-Party Software, it shall contact the appropriate vendor on Customer's behalf and coordinate and monitor correction efforts by the vendor.

5.5 **Hardware Maintenance.** Manatron may provide maintenance services for Hardware or third-party hardware and equipment as set forth in the applicable Schedule ("Hardware Maintenance"). Hardware Maintenance shall not include standard supplies such as ribbons, paper, forms, media, printheads, toner or laser drums. Manatron is not responsible or liable for any problems associated with Customer's installation or use of any third-party hardware, equipment, system or application software not purchased by Customer from Manatron or the attachment of third-party hardware or equipment to the Customer's Computer System. Manatron is not obligated to repair damage to any Hardware or third-party hardware or equipment caused either directly or indirectly by nuclear radiation, accident, negligence or abuse, electrical power fluctuation, fire, windstorm, acts of terrorism, or acts of God.

5.6 **Services Outside Scope.** The exclusions set forth in Section 10.4 shall apply to Manatron's obligations to provide Support Services under this Section 5. Services provided by Manatron that are not within Manatron's obligations under this Agreement shall only be performed after the execution of, or an amendment to, a Professional Services Schedule or an approved change control and shall be billed at Manatron's then-current time-and-material charges, including travel and all other out-of-pocket expenses. Manatron shall bill Customer a minimum charge of two (2) hours for all services provided under this Section 5.6.

#### 6. OTHER SERVICES.

6.1 **Description.** Manatron shall provide Services (other than Support Services) as set forth in the applicable Schedule.

6.2 **Implementation Services.** The terms set forth in this Section shall apply if the applicable Schedule provides for the provision of implementation services by Manatron:

6.2.1 **Joint Development.** Manatron and Customer shall jointly develop the Implementation Plan using Manatron's standard implementation methodology. The Implementation Plan shall be made part of the applicable Schedule without any further action.

6.2.2 **Amendments.** Manatron and Customer contemplate that the Implementation Plan will from time to time be amended during the project. All amendments to the Implementation Plan shall be made in writing on a change control request form and signed by the Project Manager for each party (as defined below). Services requested of and provided by Manatron that are not within Manatron's obligations under this Agreement shall be subject to the payment provisions set forth in Section 8.3.

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(the "Customer Project Manager") who shall have the principal responsibility for overseeing and managing the performance of obligations of Customer under the Schedule and who shall be the primary point of contact for Customer. Customer may replace the person serving as its Customer Project Manager upon prior written notice to Manatron.

#### 7. INSURANCE

7.1 **Insurance Coverage.** During the term of this Agreement, Manatron shall maintain insurance coverage covering its operations as follows:

Insurance Type	Maximum Coverage Amount (per occurrence)
Workers' Compensation and Employer' Liability.	No less than the limits of liability required by law.
Automobile Liability. No less than Data Processing Errors & Omissions.	\$1,000,000
Commercial General Liability	\$1,000,000
General Aggregate	\$ 2,000,000
Products	2,000,000
Personal/Advertising Injury	1,000,000
Each Occurrence	1,000,000
Fire Damage	1,000,000
Medical Expenses	10,000

7.2 **Certificate.** Upon request by Customer, Manatron shall provide Customer with certificate(s) of insurance. Manatron shall use all commercially reasonable efforts to provide Customer with at least thirty (30) days written notice prior to the expiration or cancellation of coverage afforded under the applicable policies.

#### 8. FEES AND PAYMENT TERMS.

8.1 **License Fees.** Customer shall pay Manatron the license fees set forth in the applicable Schedule. Unless otherwise provided in the applicable Schedule, the license fees shall be payable in full by Customer upon the earlier of: (i) execution of this Agreement, (ii) execution of the applicable Schedule, or (iii) delivery of Software to Customer.

8.2 **Support Fees.** Customer agrees to pay Manatron the support fees set forth in the applicable Schedule. Unless otherwise stated in the applicable Schedule, support fees shall be invoiced annually, in advance, commencing on the first day of the month next following the date of installation. Manatron shall have the right to increase the annual support fees for existing Software Releases upon thirty (30) days prior written notice to Customer provided that such increase shall not exceed the adjustment to the Consumer Price Index (CPI) over the preceding period plus three percent (3%). In the event Manatron provides Customer with any new software product or Release, Manatron may publish and apply a revised Support Services fee schedule that shall not be subject to the aforementioned price increase limitations. The annual support fee shall be adjusted to reflect any purchases of additional Seat licenses by Customer.

8.3 **Other Services Fees.** Unless otherwise stated in the applicable Schedule, Customer shall pay all fees for Services (other than Support Services) on a time-and-material basis based on Manatron's then-current rates and charges for the Services. Manatron will bill other Services as used.

8.4 **Hardware Fees.** Customer agrees to pay Manatron the fees for Hardware set forth in the applicable Schedule. Unless the applicable Schedule states otherwise, Hardware fees shall be due and payable in full by Customer upon Customer's receipt of the Hardware.

8.5 **Reimbursable Expenses.** Customer agrees to reimburse Manatron for all reasonable and customary out-of-pocket expenses, including, but not

#### 9. ADDITIONAL CUSTOMER RESPONSIBILITIES.

9.1 **Communications Equipment.** Customer shall, at its sole expense, install and maintain communications equipment that will permit Manatron to have direct dial-up access to Customer's Computer System, including without limitation, modems and a dedicated, voice-grade phone line (no operator interface). The equipment shall meet Manatron's published specifications. Customer acknowledges that maintenance of the appropriate communications equipment is a condition precedent to Manatron's provision of Support Services.

9.2 **Site Condition.** Customer shall maintain site conditions that conform to common industry standards for all computer systems and/or media devices.

9.3 **Records.** Customer shall create and maintain timely, accurate and readable electronic back-ups of all data, program and system files.

9.4 **Computer Virus Protection.** Customer shall, at its own expense, install and periodically update a computer virus program to protect its Computer System and database from computer viruses that may from time-to-time be transmitted or downloaded. Manatron shall not be responsible for any computer virus and expressly disclaims any liability for loss or damage caused by any computer virus on Customer's computer platform or database.

9.5 **Security.** Customer shall, at its own expense, protect the security of its Computer System and to prohibit unauthorized access to the Computer System. Manatron shall not be responsible for any security breach and expressly disclaims any liability for loss or damage caused by the unauthorized access to Customer's Computer System.

#### 10. WARRANTIES.

10.1 **Software.** Manatron warrants that the Software will conform in all material respects to the functional specifications contained in its then-current Documentation for a period of one (1) year after the Installation Date. Manatron agrees to correct or replace, at no charge, any nonconformity of which it receives notice during the warranty period. In addition, Manatron warrants that any Enhancement, Customization, Compliance Update and/or Error Correction will conform in all material respects to the functional specifications contained in the then-current Documentation. The warranty for any Enhancement, Compliance Update and/or Error Correction shall expire simultaneously with the expiration of the Software warranty. Manatron's sole obligation to Customer, and Customer's exclusive remedy for breach of warranty under this Section 10.1 is the correction or replacement of any nonconformity. Customer shall provide Manatron with written notice that a nonconformity exists, and Manatron shall have a reasonable period of time, based on the severity of the nonconformity, to correct the Software. Manatron warrants that the Software does not contain any disabling devices that would allow Manatron to terminate operation of the Software. Manatron further warrants that to the best of its knowledge, the Software does not contain any viruses.

10.2 **Services.** Manatron warrants that all Services provided under this Agreement will be performed in a workmanlike manner. Customer shall notify Manatron in writing of any breach of this warranty within thirty (30) days after completion of the Service. Manatron's sole obligation to Customer, and Customer's exclusive remedy for breach of this warranty is reperformance of the Service.

10.3 **Third-Party Software; Hardware.** MANATRON MAKES NO WARRANTY WITH RESPECT TO ANY HARDWARE OR THIRDPARTY SOFTWARE, AND WHATEVER WARRANTY MAY APPLY TO ANY HARDWARE OR THIRD-PARTY SOFTWARE PRODUCT, IF ANY, IS ONLY AS IS EXPRESSLY STATED BY THE THIRD-PARTY MANUFACTURER, OWNER OR LICENSOR OF THE HARDWARE OR THIRD-PARTY SOFTWARE. MANATRON EXPRESSLY DISCLAIMS ALL WARRANTIES FOR THE HARDWARE AND THIRD-PARTY SOFTWARE, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE

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© Manatron, Inc. 2002 MANATRON CONFIDENTIAL INFORMATION remedies available to it. Customer shall not disclose the results of any performance or functionality tests of the Software to any third party without Manatron's prior written approval.

11.3 **Exceptions.** A party's Confidential Information shall not include information that: (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information of discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law.

#### 12. INTELLECTUAL PROPERTY INDEMNIFICATION.

limited to, travel, tolls, parking, lodging and communication expenses incurred by Manatron in connection with the performance of Services. Meal expenses shall not exceed Manatron's then-current per-diem amount.

8.6 **Invoices/Acceptance.** All invoices shall be paid in accordance with the terms set forth in the applicable Schedule. If Customer delays an invoice payment for any reason, Customer shall promptly notify Manatron in writing the reasons for such delay. Unless otherwise agreed by both parties, Manatron may apply any payment received to any delinquent amount outstanding.

8.7 **Taxes.** The fees set forth in this Agreement do not include any amounts for taxes. Unless Customer provides Manatron with proof of exemption therefrom, Customer shall pay all applicable taxes levied by any tax authority based upon this Agreement, the Software, Hardware and/or any Professional Services performed by Manatron, excluding any taxes based upon Manatron's income. It shall be Customer's sole obligation to challenge the applicability of any tax. If Customer shall become subject to tax at any time following the execution of this Agreement, Manatron shall have the right to assess the tax liability applicable under this Agreement to Customer and Customer agrees to pay Manatron for such tax liability within thirty (30) days after receiving written notice of such tax liability from Manatron.

8.8 **Penalties for Delay.** Neither Customer nor Manatron shall be subject to any delay penalty, contract fee adjustment, offset or liquidated damages as a result of any delay, except for the delay of payment(s) as set forth in Section 8, unless specifically set forth in the applicable Schedule.

8.9 **Price Changes.** If Manatron utilizes a third-party Hardware Maintenance services provider, Manatron shall be entitled to change any price charged to Customer for Hardware Maintenance services upon thirty (30) days prior (to the next invoicing cycle) written notice in order to pass through to the Customer any price increases or decreases which the Hardware Maintenance services provider may from time to time make. Manatron shall be entitled to increase any price charged to Customer for Third-Party Software and/or Hardware Maintenance services provided by Manatron upon thirty (30) days prior written notice to Customer, no more than once every twelve (12) month period under this Agreement.

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#### WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

10.4 **Exclusions.** Manatron's warranty obligations and other obligations under this Agreement with respect to the Hardware and Software are expressly conditioned upon Customer's proper use and do not include:

10.4.1 Support or correction of errors or increases in service time that result from (a) accident, neglect, misuse or use other than ordinary use; (b) failure of electrical power, air conditioning, or humidity controls that cause a computer failure; and (c) modifications made to the Software by other than a representative of Manatron;

10.4.2 Problems and errors that Manatron and/or Customer cannot reproduce;

10.4.3 Problems relating to or caused by (a) any hardware, thirdparty software, Internet Service Provider (ISP) or software that was not supplied by Manatron or (b) use of a Computer System that does not meet the Minimum Requirements; or

10.4.4 Problems relating to or caused by changes in, or modifications to, the operating characteristics of any computer hardware or operating system for which the Software is procured.

Errors, defects, and malfunctions that are traceable to any of the foregoing or any Customer errors or system changes, any ISP, or any third-party hardware and/or software shall be billed at Manatron's then-current time-and-material rates, including out-of-pocket expenses.

10.5 **Disclaimer.** THE WARRANTIES SET FORTH IN THIS SECTION 10 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. MANATRON EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE.

#### 11. CONFIDENTIAL INFORMATION.

11.1 **Defined.** As used in this Section 11, "Confidential Information" includes the Software and Customizations in any embodiment, the terms, conditions and pricing of this Agreement, and either party's technical and business information relating to inventions or software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing and future business plans as well as any and all internal customer and employee information, and any information exchanged by the parties that is clearly marked with a confidential, private or proprietary legend. Information that is conveyed orally shall be designated as confidential at the time of disclosure and shall be reduced to writing within ten (10) business days. Notwithstanding any provision in this Section 11.1, Customer specifically acknowledges that the Software, including without limitation the database architecture and sequence and Documentation comprise Confidential Information and know-how that are the exclusive property of Manatron.

11.2 **Nondisclosure.** The parties agree, unless otherwise provided in this Agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement. The recipient shall protect the Confidential Information from disclosure by using the same degree of care, but no less than a reasonable degree of care, that it uses to protect its own confidential information of a like nature to prevent its unauthorized use, dissemination or publication by its employees or agents. Customer further agrees that it will not allow any form or variation of the Software to enter the public domain. Both parties acknowledge that any breach of its obligations with respect to Confidential Information may cause the other irreparable injury for which there are inadequate remedies at law and that the nondisclosing party shall be entitled to equitable relief in addition to all other

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12.1 **Scope.** Manatron agrees to indemnify and defend Customer against any claim or action brought by any third-party for actual or alleged infringement of any United States patent, copyright, or trade secret based upon Customer's own internal use of the Software in accordance with this Agreement and to pay any damages and costs finally awarded against Customer or paid in settlement. Manatron shall have the sole right to conduct the defense of any claim or action and all negotiations for its settlement, unless the parties to this Agreement agree otherwise in writing.

12.2 **Notice.** Customer shall give Manatron prompt written notice of any threat, warning, or notice of any claim or action that could have an adverse impact on Manatron's rights in the Software.

12.3 **Alternatives.** Manatron shall not be responsible for any settlement entered into without its consent. In the event of a claim or action under

Section 12.1, Manatron may, in its sole discretion, (a) procure for Customer the right to continue using the Software; (b) provide a substitute, noninfringing Software; or (c) terminate this Agreement and refund the license fees paid by Customer, less depreciation using a five-year, straight-line method of calculation.

12.4 **Exclusions.** Manatron shall have no obligation under this Section 12 with respect to any claim or action that is based upon (a) Customer's use of the Software in breach of any term or condition of this Agreement; (b) the use or combination of the Software with any third-party product, software, hardware or system; (c) modification of the Software other than by a representative of Manatron; (d) use of a Version of the Software other than the most current Version of the Software, where use of the most current Version would have avoided the claim of infringement.

12.5 **Sole Remedy.** This Section 12 states Manatron's sole responsibility and obligation, and Customer's sole and exclusive remedy for any infringement claim.

### 13. LIMITATIONS OF LIABILITY.

13.1 **Limitation and Disclaimer.** MANATRON'S LIABILITY FOR DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY, SHALL NOT EXCEED MANATRON'S INSURANCE COVERAGE. TO THE EXTENT THAT A CLAIM IS NOT WITHIN MANATRON'S INSURANCE COVERAGE, MANATRON'S LIABILITY SHALL NOT EXCEED: (A) IN THE EVENT OF DAMAGES ASSOCIATED WITH A SERVICE OR HARDWARE PRODUCT, THE FEE PAID BY CUSTOMER FOR THAT SERVICE OR HARDWARE PRODUCT UNDER THE APPLICABLE SCHEDULE; OR (B) IN ALL OTHER CASES, THE LICENSE FEE PAID BY CUSTOMER FOR USE OF THE SOFTWARE. IN NO EVENT SHALL MANATRON BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR EXCESS COSTS OF REPROCUREMENT ("COVER COST") INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES RESULTING FROM INTERRUPTION OF USE, LOSS OR CORRUPTION OF DATA, LOST REVENUE, LOSSES RESULTING FROM SYSTEM SHUTDOWN, FAILURE TO ACCURATELY TRANSFER READ OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, STOLEN OR MISUSED PASSWORDS, SYSTEM INCOMPATIBILITY OR PROVIDING INCORRECT COMPATIBILITY INFORMATION, OR BREACHES IN SYSTEM SECURITY, WHETHER OR NOT MANATRON HAS, OR SHOULD HAVE HAD, ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

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Date: March 12, 2004

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16.1.2 Breaches any obligation set forth in this Agreement and fails to cure the breach within thirty (30) days after written notice of the breach from the other party.

16.1.3 Ceases conducting business in the normal course, admits its insolvency or makes an assignment for the benefit of creditors.

16.1.4 Becomes the subject of any judicial or administrative proceedings in bankruptcy, receivership or reorganization and such proceeding is not dismissed within ninety (90) days after it is commenced.

16.2 **By Customer.** In the event the proper appropriation of funds for the continuation of this Agreement is not available for any fiscal year after the first fiscal year, then this Agreement may be terminated. To effect the termination of this Agreement, Customer shall, within thirty (30) days following the beginning of the fiscal year for which the proper appropriation is not available, provide Manatron with written notice of the failure to obtain the proper appropriation of funds. Such notice shall be accompanied by the payment of all sums then owed Manatron under this Agreement, if any. No penalty shall accrue to Customer in the event of exercise of termination due to nonappropriation. If this Agreement is terminated pursuant to this Section 16.2, Customer shall not, for a period of two (2) years hire or solicit for employment or contract with any entity or individual for the purpose of licensing the same or functionally similar software to that licensed from Manatron or obtaining the same or substantially similar services provided by Manatron.

16.3 **Effect of Termination.** Upon termination of a Schedule for the license of Software, Customer shall immediately cease using the Software and shall either destroy or return the original and all copies, in whole or in part, in any form, of the Software and related materials. Customer shall certify such action in writing to Manatron within one (1) month after the termination date. If Customer terminates a Schedule for Support Services under Section 16.1 above, Customer shall receive a prorated credit of the annual support fee paid for the then-current term to be applied to future services. Upon termination of a Schedule, Customer shall, within thirty (30) days of termination, pay all amounts due and owing under that Schedule. Upon termination of the applicable Schedule and upon request by Customer, Manatron shall return all data supplied by Customer in a format reasonably requested by Customer (other than Manatron's proprietary format) upon payment of Manatron's then current fee for this service.

16.4 **Survival of Certain Obligations.** Obligations and rights in connection with this Agreement which by their nature would continue beyond the termination of this Agreement, including without limitation, Section 11, shall survive termination of this Agreement.

### 17. DISPUTE RESOLUTION.

17.1 **Informal Dispute Resolution.** If a dispute, controversy or claim arises between the parties relating to this Agreement, the parties shall promptly notify one another of the dispute in writing. Each party shall promptly designate a representative to resolve the dispute. The representatives shall meet within ten (10) days following the first receipt by a party of such written notice and shall attempt to resolve the dispute within fifteen (15) days.

### 18. GENERAL.

18.1 **Customer List; Publicity.** Customer authorizes Manatron to use Customer's name in its list of Customers. The parties agree that either party or both may issue a mutually acceptable news release regarding Customer's use of the applicable Software and Support Services. Each party's approval of such news release will not be unreasonably withheld or delayed. Once a press release has been issued, Manatron may publicly refer to Customer (by name only) as being a customer of Manatron, and only in relation to this Agreement except as otherwise authorized by Customer.

18.2 **Amendments.** No provision of this Agreement may be amended or modified except by a written document signed by duly authorized representatives of both parties.

### 18.3 Notices.

18.3.1 **Delivery.** Except as otherwise provided herein, any

14. **THIRD-PARTY SERVICE DISCLAIMER.** Unless otherwise stated in the applicable Schedule, Manatron shall not be liable for, and Customer hereby assumes the risk of and shall indemnify and hold harmless Manatron against, any claim, injury, loss, damage or expense (including attorneys' fees), either direct or indirect, incurred, made or suffered by Customer in connection with or in any way arising out of the furnishing, performance or use of services provided by any third party contracted by Customer to perform services in connection with the Software.

### 15. TERM.

15.1 **Agreement.** This Agreement shall begin on the Effective Date and shall remain in full force and effect until the last Schedule has expired or has been terminated, unless sooner terminated in accordance with the terms of this Section 15.

15.2 **Software and Third-Party Software Support Services.** Unless otherwise provided in the applicable Schedule, Support Services for Software and Third-Party Software shall commence on the first of the month next following Installation and shall continue for an initial period of thirty-six (36) months ("Software Support Services"). Software Support Services shall renew automatically for additional terms of twelve (12) months unless either party provides the other written notice of termination ninety (90) days prior to the expiration date of the initial term or any subsequent twelve-month term. If Software Support Services are discontinued by Customer or terminated for any period, and Customer desires to reinstate such services, Customer shall pay all annual support fees in arrears, in addition to the then-current annual support fee.

15.3 **Hardware Maintenance Services.** Unless otherwise provided in the applicable Schedule, maintenance services for Hardware shall commence on the first of the month next following Installation and shall continue for an initial period of thirty-six (36) months ("Hardware Maintenance Services"). Hardware Maintenance Services shall renew automatically for additional terms of twelve (12) months unless either party provides the other written notice of termination ninety (90) days prior to the expiration date of the initial term or any subsequent twelve-month term. If Hardware Maintenance Services are discontinued by Customer or terminated for any period, and Customer desires to reinstate such services, Customer shall pay all annual support fees in arrears, in addition to the then-current annual support fee.

15.4 **Other Services.** The term for Services (other than Support Services) provided under this Agreement, excluding support services, shall terminate upon completion of the services or shall remain in effect for the period specified in the applicable Schedule.

### 16. TERMINATION.

16.1 **By Either Party.** Either party may at its option terminate a Schedule immediately upon written notice to the other party if the other party:

16.1.1 Breaches its confidentiality obligations under this Agreement.

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notice or other communication between the parties hereto regarding the matters contemplated by this Agreement may be sent by United States mail (first class, airmail or express mail), commercial courier, facsimile or electronic mail, in each case delivered to the address set forth below for the recipient. Any written notice required to be sent under Section 16 ("Termination") or Section 17 ("Dispute Resolution") must be sent by U.S. mail (first class, airmail or express) or commercial courier.

18.3.2 **Receipt.** Communications shall be deemed received, if by mail, on the earlier of receipt or the third calendar day after deposit in the mail with postage prepaid; if by courier, when delivered as evidenced by the courier's records; if by facsimile, upon confirmation of receipt by the sending telecopier; and if by electronic mail, when first available on the recipient's mail server. If received on a day other than a business day, or on a business day but after 4:30 p.m., recipient's local time, the communication will be deemed received at 9:00 a.m. the next business day.

18.3.3 **Contact Person.** Notices shall be addressed to the attention of the contact person listed on the Signature Page. Any party may change its contact person or address for purposes hereof by delivering a notice thereof to each other party hereto; but any element of such party's address which is not specified in that notice shall not be deemed changed.

18.4 **Technology Life Expectancy.** Customer understands, acknowledges and agrees that the technology upon which the Hardware, Software and Third-Party Software is based changes rapidly. Customer further acknowledges that Manatron will continue to improve the functionality and features of the Software to improve legal compliance, accuracy, functionality and usability. As a result, Manatron does not represent or warrant that the Hardware, Software and/or Third-Party Software provided to Customer under this Agreement or that the Computer System recommended by Manatron will function for an indefinite period of time. Rather, Manatron and Customer may, from time to time, analyze the functionality of the Hardware, Software, Third-Party Software and Computer System in response to changes to determine whether Customer must upgrade the same. Customer upgrades may include without limitation, the installation of a new Release, additional disk storage and memory, and workstation and/or server upgrades. Customer upgrades may also include the installation and/or removal of Third-Party Software. Customer is solely responsible for all costs associated with future resources and upgrades.

18.5 **Excusable Delays.** Neither party shall incur liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement, excluding payment obligations, where such failure is caused in whole or in part by events, occurrences, or causes beyond the reasonable control of the party, provided that such party has taken reasonable steps to mitigate the effects of such delay.

18.6 **Statute of Limitations.** No party may commence an action under this Agreement more than two (2) years after the expiration of its term, or, in the event of a breach, more than two (2) years after the occurrence of the breach, or, in the event the breach is not discovered by the injured party when it has occurred, more than two (2) years after the breach could, in the exercise of due diligence, have been discovered by such party.

18.7 **Injunctive Relief.** Manatron and Customer agree that in the event of any breach of Section 11, monetary damages may not be a sufficient remedy

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or protection for the aggrieved party, and that the aggrieved party shall be entitled to injunctive or other relief as may be deemed proper or necessary by a court of competent jurisdiction

18.8 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Customer's state of domicile.

18.9 **Assignment.** Customer shall not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Manatron, which consent shall not be unreasonably withheld or delayed.

18.10 **Severability.** If any provision of this Agreement is prohibited or unenforceable by any applicable law, the provision shall be ineffective only to the extent and for the duration of the prohibition of unenforceability, without invalidating any of the remaining provisions.

18.11 **Counterparts.** This Agreement may be executed simultaneously, in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

18.12 **Subcontractors.** Manatron reserves the right to subcontract work, as it deems necessary, to perform the Services under this Agreement. Manatron shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.

18.13 **Independent Contractor.** The relationship of Manatron to Customer shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Agreement.

18.14 **Waiver.** No failure by either party to take any action or assert any right hereunder shall be deemed to be a waiver of such right in the event of the continuation or repetition or the circumstance giving rise to such right.

18.15 **Executable by Facsimile.** Any signature of this Agreement or any Schedule through facsimile shall constitute execution of the Agreement or Schedule by such party.

18.16 **Non-Discrimination.** Manatron, to the extent required by law, shall not discriminate against an employee or applicant for employment with respect to the hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

18.17 **Entire Agreement.** This Agreement embodies the entire agreement and understanding between Manatron and Customer with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements and understandings relating to the subject matter of this Agreement. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement. The terms and conditions of any purchase order or other instrument issued by Customer which are in addition to or inconsistent with this Agreement shall be of no effect and shall not be binding on Manatron.

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#### SCHEDULES FOR MASTER AGREEMENT FOR LICENSED SOFTWARE, HARDWARE AND SERVICES

The attached Schedules Numbered OH2004.004.02 are made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. OH2004.004 between Manatron, Inc. and the undersigned Customer (the "Agreement").

<p><b>By and Between Manatron, Inc.</b>          510 Milham Avenue          Portage, Michigan 49002          ("Manatron")          Attention: <u>Vickie Mergen, Contract Administration</u>          Telephone No: <u>(800) 666-5300 ex 197</u>          Fax No.: <u>(269) 567-2930</u>          E-mail address: <u>Vicky.mergen@manatron.com</u></p>	<p><b>And Belmont County, Ohio</b>          101 West Main Street          St. Clairsville, Ohio 43950          ("Customer")          Attention: <u>Ms. Judy Jenewein</u>          Telephone No.: <u>(740) 695-2121 x185</u>          Fax No.: <u>(740) 699-2154</u>          E-mail address: <u>jjenewein@belmontcountyohio.org</u></p>
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This master Agreement for Licensed Software, Hardware and Services sets forth the terms and conditions under which Manatron shall license the software programs, sell the hardware and/or provide the support and other services described in the attached Schedule(s) OH2004.004.01, and all future Schedules that reference the Master Agreement #OH2004.004. The term "Agreement" means this Signature Page, the attached General Terms and Conditions, all Schedules attached hereto or subsequently signed by the parties.

The parties have executed this Agreement as of the dates set forth below their respective signature.

MANATRON, INC.  
 By: Larry J. Tonander /s/  
 (signature)  
 Its: Director of Contracts  
 (Type or Print Position)  
 Date: April 23, 2004  
 Witnessed: Matthew Henry /s/

BELMONT COUNTY, OHIO  
 By: \_\_\_\_\_  
 (Mr. Charles R. Probst)  
 Its: \_\_\_\_\_  
 (County Commissioner)  
 Date: \_\_\_\_\_  
 By: \_\_\_\_\_  
 (Mr. Ryan E. Olexo)  
 Its: \_\_\_\_\_  
 (County Commissioner)  
 Date: \_\_\_\_\_  
 By: \_\_\_\_\_  
 (Mr. Mark A. Thomas)  
 Its: \_\_\_\_\_  
 (County Commissioner)  
 Date: \_\_\_\_\_  
 Approved as to Form: \_\_\_\_\_  
 (Mr. Frank Pierce, Prosecuting Attorney)  
 Date: \_\_\_\_\_

**Signature Page**

#### PROFESSIONAL SERVICES SCHEDULE FOR BELMONT COUNTY, OHIO

Schedule No. OH2004.004.02 to the Master Agreement for Licensed Software, Hardware, and Services.

This schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. OH2004.004 between Manatron, Inc. and the undersigned Customer (the "Agreement").

**PROFESSIONAL SERVICES**

GENERAL DESCRIPTION OF SERVICES	Model Number	Day/QT Y	Unit Price	Total Price	Office	Estimated Completion Date
MVP-Tax Assistance +*		1	11,634.00	11,634.00	Auditor	TBD
<b>Total Professional Services Fees:</b>					<b>\$11,634.00</b>	

**TERM OF PROFESSIONAL SERVICES SCHEDULE:**

\*mvp-Tax Assistance + shall commence on the first of the month next following the “go live” date on MVP Tax and shall continue for an initial period of twelve (12) months. MVP-Tax Assistance + services shall renew automatically for additional terms of twelve (12) month terms unless either party provides the other written notice of termination ~~ninety (90)~~ sixty (60) (JJ 4/27/04) days in advance.

**PROFESSIONAL SERVICES PAYMENT TERMS:** Professional Services fees are due and payable after Manatron performs such service in accordance with Manatron’s invoice(s) that shall be sent to the Customer. Customer is responsible for all travel related expenses associated with Manatron’s consulting/training services.

**CABLING/NETWORKING-Not included in contract**

The County has the following options.

1. Manatron will provide a certified subcontractor on-site.
2. County is responsible for cabling networking or hiring a certified subcontractor.

**PROFESSIONAL SERVICES SCHEDULE FOR BELMONT COUNTY, OHIO**

Schedule No. OH2004.004.02 to the Master Agreement for Licensed Software, Hardware and Services. This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. OH2004.004 between Manatron, Inc. and the undersigned Customer (the “Agreement”).

**CONSULTATION/TRAINING SERVICES**

DESCRIPTION	Model Number	Total Price	Days/PTY	Office
None		1		
<b>Total Consultation/Training Services Fees:</b>				

All Consultation/Training Services are quoted at the current rate and are subject to increase without notice.

**TERM OF SUPPORT SERVICES SCHEDULE:**

**CONSULTATION/TRAINING SERVICES PAYMENT TERMS:** Consultation/Training services are due and payable after Manatron performs such service in accordance with Manatron’s invoice(s) that shall be sent to the Customer. Customer is responsible for all travel related expenses associated with Manatron’s consulting/training services.

**ADDITIONAL CONSULTATION/SUPPORT SERVICES PAYMENT TERMS:** Manatron shall provide training to Customer for the Application Software in the amounts identified above. Any additional training days requested by Customer shall be billed, as used, at the rate in effect at the time of service. Customer is responsible for all travel-related expenses associated with Manatron’s consulting/training services.

**GENERAL PROVISIONS:**

- (1) Customer shall provide a suitable room or space where training can be conducted in an uninterrupted manner;
- (2) All Customer personnel to be trained should have adequate job coverage to ensure uninterrupted training session;
- (3) Up to six hours of training are included in a “full day” of training;
- (4) Customer acknowledges the importance of receiving the training provided herein and shall use commercially reasonable efforts to ensure that said training is fully completed; and
- (5) Manatron recommends one (1) person per PC/Terminal.

**ONE TIME FEES**

Hardware	\$
Third Party Software	\$
Software	\$
Professional Services (Billed as used)	\$
Consultation/Training Services	\$
Total Conversion Software Fees	\$
<b>Total One Time Fees-Plus Freight</b>	<b>\$</b>

**ONGOING FEES**

Description	Total Price
MVP-Tax Assistance +-	\$11,634.00
Total Ongoing Fees	\$11,634.00

**HARDWARE SCHEDULE FOR BELMONT COUNTY, OHIO**

Schedule No. OH2004.004.01 to the Master Agreement for Licensed Software, Hardware and Services. This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. OH2004.004 between Manatron, Inc. and the undersigned Customer (the “Agreement”).

**HARDWARE**

Equipment Description	Unit Price	Total Price	Office
PowerEdge 4600, 3.0GHz, 512 cache, Dual Processor with 15:Monitor, 4GB Memory, (6) 73GB Hard Drives, 80/160GB Tape Backup, 24x CD-ROM, 3yr on-site Warranty	1 \$15,296.00	\$15,296.00	Auditor
UPS	1 Included		Auditor
Optiplex GX270, 2.6GHz, Pentium 4, 512 MB, 17” Flat Panel Monitor, 40GB Hard Drive, Windows 2000, 24X CD-ROM	3 \$2,362.00	\$7,086.00	Treasurer
TMU-U675P Printer	3 Included		Treasurer
Power Supply	3 Included		Treasurer
Parallel Cable	3 Included		Treasurer
Bar Code Wedge	3 Included		Treasurer
Y Cable for Keyboard Wedge	3 Included		Treasurer
10/100/1000 Switch DSS24	2 \$875.00	\$1,750.00	Auditor
<b>Total Hardware Fees:</b>			<b>\$24,132.00</b>

**THIRD-PARTY SOFTWARE SCHEDULE FOR BELMONT COUNTY, OHIO**

Software Description	Qty	Unit Price	Total Price	Office
PC Anywhere (host & remote)	1	\$231.00	\$231.00	Auditor
Microsoft Windows 2003 Server	1	\$808.00	\$808.00	Auditor
Microsoft Window 2003 Server Media	1	\$32.00	\$32.00	Auditor
Microsoft Windows 2000 Additional Clients	27	\$33.00	\$891.00	Auditor
Microsoft SQL Server 2000 Standard	1	\$771.00	\$771.00	Auditor
Inoculateit Antivirus Media V7.0	1	\$20.00	\$20.00	Auditor

Inoculateit Client V7.0	1	\$20.00	\$20.00	Auditor
Microsoft SQL Server 2000 Media	1	\$32.00	\$32.00	Auditor
Microsoft SQL Server 2000-Standard Edition Additional Clients	27	\$169.00	\$4,563.00	Auditor
<b>Total Third-Party Software Fees:</b>				<b>\$7,368.00</b>

All quoted fees for Third-Party Software are valid for 60 days from the date of this Schedule.

**TERM OF THIRD-PARTY SOFTWARE SCHEDULE:** This Schedule shall expire upon the completion of the installation of the Third-Party Software and the payment of all fees as specified I this Schedule.

**THIRD-PARTY SOFTWARE PAYMENT TERMS:** Manatron shall invoice Third-party Software in accordance with Attachment A.

**SOFTWARE SCHEDULE FOR BELMONT COUNTY, OHIO**

Schedule No. OH2004.004.01 to the Master Agreement for Licensed Software, Hardware and Services. This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. OH2004.004 between Manatron, Inc. and the undersigned Customer (the "Agreement").

<b>SOFTWARE</b>					
<b>Software Description</b>	<b>Model Number</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Total Price</b>	<b>Office</b>
Upgrade REALTAX to MVP Administration	GRM-ASSMT ADMIN/GRM-TAX ADMIN	1	\$72,700.00	\$72,700.00	Auditor
Upgrade REALTAX to MVP Tax		1	\$72,700.00	\$72,700.00	Auditor
Upgrade Appraisal to MVP CAMA	GRM-PROVAL	1	\$55,300.00	\$55,300.00	Auditor
Upgrade Manufactured/Mobile Home to MVP-Manufactured Homes:	GRM-MH	1	\$10,000.00	\$10,000.00	Auditor
MVP-Manufactured Homes Escrow Module	GRM-MHESCROW	1	\$4,500.00	\$4,500.00	Treasurer
Upgrade Personal Property to MVP-Personal Property	GRM-PERS PROP	1	\$6,400.00	\$6,400.00	Auditor
MVP-Tax Board of Revision Module	GRM-BOR	1	\$9,000.00	\$9,000.00	Auditor
MVP-Tax Escrow Module	GRM-ESCROW	1	\$4,500.00	\$4,500.00	Treasurer
MVP-Tax Foreclosure	GRM-FORECLOSE	1	\$4,500.00	\$4,500.00	Auditor
MVP-Tax TIF Processing Module	GRM-TIF	1	\$3,000.00	\$3,000.00	Auditor
<b>Total Software Fees:</b>					\$242,600.00

**TERM OF SOFTWARE SCHEDULE:** This Schedule shall expire upon the completion of the installation of the Software and the payment of all fees as specified in this Schedule.

**SOFTWARE PAYMENT TERMS:** Manatron shall invoice the Software in accordance with Attachment A.

**MAINTENANCE AND SUPPORT SERVICES SCHEDULE FOR BELMONT COUNTY, OHIO**

Schedule No. OH2004.004.01 to the Master Agreement for Licensed Software, Hardware and Services. This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. OH2004.004 between Manatron, Inc. and the undersigned Customer (the "Agreement").

<b>HARDWARE MAINTENANCE SERVICES</b>			
<b>Hardware Product</b>	<b>Model Number</b>	<b>Annual Price</b>	<b>Office</b>
All hardware includes a Manufacturers Warranty Only		\$ -	
		\$ -	
		\$ -	
		\$ -	
<b>Total Hardware Maintenance Fees:</b>		\$ -	

**HARDWARE MAINTENANCE:** Manatron will be the primary interface through direct communications with vendors, manufacturers, and service providers of the Hardware as part of first level support, Manatron shall diagnose errors or problems reported by Customer. If the errors or problems are determined by Manatron to be related to the Hardware, Manatron shall contact the appropriate service to provide for the Hardware and to provide assistance in connection with the resolution of the error or problem.

**HARDWARE MAINTENANCE PAYMENT TERMS:** Hardware Maintenance Services shall be invoiced annually, in advance, commencing on the first day of the month next following the date of Hardware installation or the commencement of Hardware Maintenance Services; whichever is earlier. If Manatron utilizes a third-party equipment maintenance services provider, Manatron shall be entitled to change any price charged to Customer for Hardware maintenance services upon thirty (30) days prior (to the next invoicing cycle) written notice in order to pass through to the Customer any price increases or decreases which the Hardware maintenance services provider may from time to time make. Manatron shall be entitled to increase any price charged to Customer for Hardware maintenance services provided by Manatron upon thirty (30) days prior written notice to Customer, no more than once every twelve (12) month period under this Agreement.

**CUSTOMER MAY BE REQUIRED TO PROVIDE ON-SITE ASSISTANCE VIA TELEPHONE FOR REMEDIAL HARDWARE AND/OR SOFTWARE MAINTENANCE.**

**DELAYED BILLING FEES:** If Customer is billed on a monthly basis for Hardware Maintenance Fees, Customer shall pay Manatron an annual delayed billing fee equal to the greatest of 5% of total Hardware Maintenance Fees or Three Hundred Dollars (\$300.00). The delayed billing fee may be paid in equal installments.

**MAINTENANCE AND SUPPORT SERVICES SCHEDULE FOR BELMONT COUNTY, OHIO**

Schedule No. OH2004.004.01 to the Master Agreement for Licensed Software, Hardware and Services. This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. OH2004.004 between Manatron, Inc. and the undersigned Customer (the "Agreement").

<b>SOFTWARE SUPPORT SERVICES</b>			
<b>Software Product</b>	<b>Model Number</b>	<b>Annual Price</b>	<b>Office</b>
MVP Administration	GRM-ASSMT ADMIN/GRM-TAX ADMIN-S	Included	Auditor
MVP Tax		\$18,902.00	Auditor
MVP CAMA	GRM-PROVAL-S	\$14,378.00	Auditor
MVP-Manufactured Homes:	GRM-MH-S	\$2,600.00	Auditor
MVP-Manufactured Homes Escrow Module	GRM-MHESCROW-S	\$1,170.00	Treasurer
MVP-Personal Property	GRM-PERS PROP-S	\$1,664.00	Auditor
MVP-Tax Board of Revision Module	GRM-BOR-S	\$2,340.00	Auditor
MVP-Tax Escrow Module	GRM-ESCROW-W	\$1,170.00	Treasurer
MVP-Tax Foreclosure	GRM-FORECLOSE-S	\$1,170.00	Auditor
MVP-Tax TIF Processing Module	GRM-TIF-S	\$780.00	Auditor
PC Anywhere (host & remote)		\$120.00	Auditor
Database Administration		\$10,500.00	Auditor
Inoculateit Client V7.0		\$20.00	Auditor
<b>Total Software Support Services Fees:</b>			<b>\$54,814.00</b>

**SOFTWARE SUPPORT PAYMENT TERMS:** Support fees are due and payable in advance of each annual term and subject to increases as defined in the support table below. All years thereafter are subject to increases as defined in section 8.2 of the Master Agreement however fees will not increase more than 10% in any year.

**SUPPORT TABLE**

YEAR 2	\$57,555
YEAR 3	\$60,432
YEAR 4	\$63,454
YEAR 5	\$66,627

**CUSTOMER MAY BE REQUIRED TO PROVIDE ON-SITE ASSISTANCE VIA TELEPHONE FOR REMEDIAL HARDWARE AND/OR SOFTWARE MAINTENANCE OR SUPPORT.**

**THIRD-PARTY SOFTWARE SUPPORT:** Company will be the primary interface through direct communications with vendors, manufacturers and service providers of the Third-Party Software. As part of the first-level support, Company shall diagnose errors or problems reported by the Customer. If the errors or problems are determined by the Company to be related to the Third-Party Software, Company shall contact the appropriate service to provide for the Third-Party Software and to provide assistance in connection with the resolution of the error or problem.

**TERM OF SUPPORT SERVICES SCHEDULE:** Support Services shall commence on the first of the month next following Installation and shall continue for an initial period of thirty-six (36) months. This Schedule shall renew automatically for additional terms of twelve (12) months unless either party provides the other with ninety (90) day prior written notice. If Support Services are discontinued by Customer or terminated for any period, and Customer desires to reinstate such services, Customer shall pay all annual support fees in arrears, in addition to the then-current annual support fee.

**DELAYED BILLING FEES:** If Customer is billed on a monthly basis for Software Support Services Fees, Customer shall pay Manatron an annual delayed billing fee equal to the greatest of 5% of the total Software Support Services or Three Hundred Dollars (\$300.00). The delayed billing fee may be paid in equal monthly installments.

**PROFESSIONAL SERVICES SCHEDULE FOR BELMONT COUNTY, OHIO**

Schedule No. OH2004.004.01 to the Master Agreement for Licensed Software, Hardware and Services. This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. OH2004.004 between Manatron, Inc. and the undersigned Customer (the "Agreement").

PROFESSIONAL SERVICES						
GENERAL DESCRIPTION OF SERVICES	Model Number	Days/QTY	Unit Price	Total Price	Office	Estimated Completion Date
Application Install Setup	INSAPP	15	\$850.00	\$12,750.00	Auditor	TBD
Conversion MVP Tax	CONV	1	\$47,200.00	\$47,200.00	Auditor	TBD
Conversion MVP CAMA	CONV	1	\$33,220.00	\$33,220.00	Auditor	TBD
Conversion MVP Manufacture Homes	CONV	1	\$3,500.00	\$3,500.00	Auditor	TBD
Conversion MVP-Personal Property	CONV	1	\$3,500.00	\$3,500.00	Auditor	TBD
Project Management	PROJM	20	\$850.00	\$17,000.00	Auditor	TBD
Total Professional Services Fees:					\$117,170.00	
Marshall & Swift Annual Fee		1		\$1,700.00	Auditor	TBD

**TERM OF PROFESSIONAL SERVICES SCHEDULE:**

**PROFESSIONAL SERVICES PAYMENT TERMS:** Professional Services fees are due and payable after Manatron performs such service in accordance with Manatron's invoice(s) that shall be sent to the Customer. All travel related expenses associated with Manatron's consulting/training services is included. CABLING/NETWORKING-Not included in contract

The County has the following options:

1. Manatron will provide a certified subcontractor on-site.
2. County is responsible for cabling networking or hiring a subcontractor

**PROFESSIONAL SERVICES SCHEDULE FOR BELMONT COUNTY, OHIO**

Schedule No. OH2004.004.01 to the Master Agreement for Licensed Software, Hardware and Services. This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. OH2004.004 between Manatron, Inc. and the undersigned Customer (the "Agreement").

CONSULTATION/TRAINING SERVICES				
DESCRIPTION	Model Number	Total Price	Days/QTY	Office
Onsite Support	TRNG	\$21,250.00	25	Auditor/Treasurer
Administration	TRNG	\$8,500.00	10	Auditor/Treasurer
MVP Tax	TRNG	\$12,750.00	15	Auditor/Treasurer
MVP CAMA	TRNG	\$12,750.00	15	Auditor
Manufactured Homes	TRNG	\$4,250.00	5	Auditor/Treasurer
Personal Property	TRNG	\$4,250.00	5	Auditor/Treasurer
MVP-Tax Board of Revision	TRNG	\$2,550.00	3	Auditor
MVP-Tax Escrow Module	TRNG	\$2,550.00	3	Auditor
MVP-Manufacture Homes Escrow Module	TRNG	\$2,550.00	3	Auditor
MVP-Tax Foreclosure	TRNG	\$1,700.00	2	Auditor
MVP-Tax TIF Processing Module	TRNG	\$2,550.00	3	Auditor
<b>Total Consultation/Training Services Fees:</b>				<b>\$75,650.00</b>

All consultation/Training Services Fees are quoted at the current rate and are subject to increase without notice.

**TERM OF SUPPORT SERVICES SCHEDULE:**

**CONSULTATION/TRAINING SERVICES PAYMENT TERMS:** Consultation/Training services fees are due and payable after Manatron performs such service in accordance with Manatron's invoice(s) that shall be sent to the Customer. All travel related expenses associated with Manatron's consulting/training services are included.

**ADDITIONAL CONSULTATION/SUPPORT SERVICES PAYMENT TERMS:** Manatron shall provide training to Customer for the Application Software in the amounts identified above. Any additional training days requested by Customer shall be billed, as used, at the rate in effect at the time of service. Customer is responsible for all travel related expenses associated with Manatron's consulting/training services.

**GENERAL PROVISIONS:**

- (1) Customer shall provide a suitable room or space where training can be conducted in an uninterrupted manner;
- (2) All Customer personnel to be trained should have adequate job coverage to ensure uninterrupted training sessions;
- (3) Up to six hours of training are included in a "full day" of training;
- (4) Customer acknowledges the importance of receiving the training provided herein and shall use all commercially reasonable efforts to ensure that said training is fully completed; and
- (5) Manatron recommends one (1) person per PC/Terminal.

**DATABASE HOSTING SCHEDULE FOR BELMONT COUNTY, OHIO**

Schedule No. OH2004.004.01 to the Master Agreement for Licensed Software, Hardware and Services. This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. OH2004.004 between Manatron, Inc. and the undersigned Customer (the "Agreement").

Manatron is willing to maintain a server and to host a database that contains certain data that is properly formatted and submitted to it by Customer and other approved sources (the "Database"). Customer wishes to use Manatron's software to format data for compilation and inclusion in the Database. Customer may also wish to offer access to the Database on a subscription basis and to use other services made available by Manatron.

DESCRIPTION CONVERSION SOFTWARE SERVICES	Model Number	Total Price	Hosting Fee	Office
PropertyMax (Contract Administration Fee)	IMP-PROPERTYMAX	\$5,000.00	\$ -	Auditor
<b>TOTAL CONVERSION SOFTWARE FEES</b>		\$5,000.00		
<b>TOTAL HOSTING FEES</b>			\$ -	

**DATABASE HOSTING SCHEDULE TERM:**

**PAYMENT TERMS:** Conversion Software Services are due and payable after Manatron performs such service in accordance with Manatron's invoice(s) that shall be sent to Customer. Hosting fees are due and payable in advance of each annual term and subject to increases as defined in section 8.2 of the Master Agreement.

**Web Server Address:** To be determined

**Frequency of Updates to Database:** Customer shall provide Manatron with updated information for the Database on a daily basis.

**Database Maintenance:** Manatron agrees to establish and maintain the Database and to update information as it is properly formatted and submitted to Manatron by Customer or by other sources approved by Manatron. Manatron will follow standard procedures for computer management of Database, including backup measures, recovery procedures, file maintenance and expansion, change controls, problem resolution procedures, management and control of space use, performance reporting, and related security and administration.

**Security:** Manatron agrees to implement commercially reasonable measures to protect the security of the Database and to prohibit unauthorized access to the Database. Manatron, however, makes no warranty or guarantee that the Database will be free from security breaches, and Manatron expressly disclaims any liability for loss or damage caused by unauthorized access to the Database.

**Limitation of Liability:** With respect to Manatron's obligations regarding the Database, Manatron and Customer mutually acknowledge that data entry, communication and storage are subject to a possibility of human and machine errors, omissions, delays, down time, and losses, including inadvertent loss of data or damage to media, which may give rise to loss or damage or which may prevent access to the Database. Neither party undertakes or accepts any liability whatsoever to the other for errors, omissions, delays, interruptions, or losses, unless caused by that party's willful misconduct.

**DATABASE HOSTING SCHEDULE FOR BELMONT COUNTY, OHIO**

Schedule No. OH2004.004.01 to the Master Agreement for Licensed Software, Hardware and Services.

This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. OH2004.004 between Manatron, Inc. and the undersigned Customer (the "Agreement").

**Database Link:** Customer shall have access to the Database by linking to the web server located at the address specified above. Customer shall be exclusively responsible for the purchase and maintenance of any third-party software and hardware that it needs to operate the Software, access the Database and update the information on the Database under this Agreement.

**Database Information:** Customer is exclusively responsible for the content and accuracy of any data it submits to Manatron for inclusion in the Database. Manatron will include such information in the Database as it is properly submitted. Customer is responsible for its data and media while such data and media are in transit to or from Manatron. Manatron may refuse to accept, and may return to Customer, any data that in Manatron's opinion (a) does not comply with Manatron's applicable standards and procedures, or (b) are otherwise not in proper machine-readable form. Customer will be responsible for correcting rejected data and submitting the same for reentry on the Database.

**Title to Data:** Customer shall retain ownership of the data (in raw form prior to any formatting by the Software) that is submitted to Manatron. Customer grants Manatron the right and license to include the data in the Database and agrees that Manatron shall be the sole and exclusive owner of the Database as a compilation of data. Manatron shall have the right to license, sell, and create derivative works from all data included in the Database with prior written approval from the Customer.

**Duty to Update Database:** Customer shall be responsible for updating the information on the Database on a daily basis in accordance with the procedures set forth above.

**Customer Home Page/Subscriber Access:** Access to the Database shall be available to subscribers through a web site that Customer shall develop and maintain. Customer shall be responsible for the content of and maintenance of the web site. Subscribers shall have access to the Database in accordance with terms and conditions set forth at the host site.

**Price:** Customer agrees to pay Manatron the database hosting fees and other fees specified above. Manatron shall have the right to adjust any fees for database hosting services upon thirty (30) days' prior written notice to Customer; provided, however, that Manatron shall not make more than one increase to the fees during any twelve-month period.

**Payment Terms:** Hosting will be billed annually, in advance commencing upon the first day of the month next following the date of installation. Conversion Software Services will be billed upon installation.

**Assumption of Risks:** Manatron shall not be liable for, and Customer hereby assumes the risk of and shall indemnify and hold harmless Manatron against any claim, injury, loss, damage or expense (including attorneys' fees), either direct or indirect, incurred, made or suffered by Customer in connection with or in any way arising out of the furnishing, performance or use of the Software, the host site and/or the Database.

**SUMMARY SCHEDULE FOR BELMONT COUNTY, OHIO**

**ONE TIME FEES**

DESCRIPTION	Total Price
HARDWARE	\$ 24,132.00
THIRD-PARTY SOFTWARE	\$ 7,368.00
SOFTWARE	\$ 242,600.00
PROFESSIONAL SERVICES (Billed as Used)	\$ 117,170.00
CONSULTATION/TRAINING SERVICES	\$ 75,650.00
TOTAL CONVERSION SOFTWARE FEES	\$ 5,000.00
<b>Total OneTime Fees – Plus Freight:</b>	<b>\$ 471,920.00</b>

**ONGOING FEES**

DESCRIPTION	Total Price
HARDWARE MAINTENANCE SERVICES	\$
SOFTWARE SUPPORT SERVICES	\$ 54,814.00
Marshall & Swift Annual Fee	\$ 1,700.00
<b>Total Ongoing Fees:</b>	<b>\$ 56,514.00</b>

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes
Mr. Probst	Absent

**UNDER DISCUSSION**

Commissioner Thomas stated, " This contract comes from the County Auditor, Joseph Pappano. He has informed us that he wants new updated software for his department, most hardware will stay the same. This will offer the auditor a better, more efficient way to run his office. He tells us that one half the money is encumbered and the balance is to become available through the real estate assessment fund.

**IN THE MATTER OF AWARDING BID FOR PROJECT 04-2 APPLYING LIQUID BITUMINOUS MATERIAL/ENGINEER'S**

Motion made by Mr. Thomas, seconded by Mr. Olexo to award the bid for the Belmont County Engineer Department Project 04-2 Applying Bituminous Material to Lash Excavating & Paving, the lowest and best bid in the amount of \$200,300.00, based upon the recommendation of Fred Bennett County Engineer.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes
Mr. Probst	Absent

**IN THE MATTER OF APPROVING THE PURCHASE OF A VEHICLE FOR THE BELMONT COUNTY GEOGRAPHICAL INFORMATION SYSTEM DEPARTMENT**

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the purchase of a four wheel drive vehicle for the Belmont County G.I.S. Department from Cervelli Motor Company, Bellaire in the amount of twenty two thousand and seventy three dollars (\$22,073.00) The GIS Department requires a vehicle with on and off road capabilities for the upcoming GPS work. Three proposals were obtained from local businesses and Cervelli Motor Company appeared to be the lowest and best. Funding for this vehicle will come from the annual allocation provided by the Board of Commissioners. This approval is based upon the recommendation of Mr. Fred Bennett, Belmont County Engineer.

Upon roll call the vote was as follows:

Mr. Thomas Yes  
Mr. Olexo Yes  
Mr. Probst Absent

**UNDER DISCUSSION**

Commissioner Thomas stated, "In Ohio, if government wants to buy something and it is less than \$25,000.00, we do not have to bid it out. We do ask that the director of the department obtain three proposals or bids from local vendors."

**IN THE MATTER OF ADOPTING A RESOLUTION APPROVING UTILIZATION OF ONE BUSINESS CREDIT CARD/BCDJFS**

**RESOLUTION**

Motion made by Mr. Thomas, seconded by Mr. Olexo to adopt the following Resolution:

**WHEREAS**, pursuant to the Ohio Revised Code, the Belmont County Board of Commissioners ("Commissioners") is the appointing authority for the Belmont County Department of Job and Family Services; and

**WHEREAS**, in accordance with the Ohio Revised Code Section 301.27, the Board of Belmont County Commissioners has the authority to authorize the use of a credit card and establish the guidelines for future expenditures for the Department; and

**WHEREAS**, all expenses must be substantiated by evidentiary matter in a form that is compliant with Ohio Revised Code Section 319.16; and **NOW, THEREFORE BE IT RESOLVED**, that the Board of Commissioners, Belmont County,

Ohio do hereby authorize the Director of the Belmont County Department of Job and Family Services to utilize one business credit card for the Belmont County Department of Job and Family Services as per the guidelines established in the Ohio Revised Code Section 301.27.

**The credit card shall have a maximum credit limit of \$5,000.00 and shall be used only to pay work-related expenses, limited to the following:**

- (1) Food expenses;
- (2) Transportation expenses;
- (3) Gasoline and oil expenses;
- (4) Minor motor vehicle maintenance;
- (5) Emergency motor vehicle repair expenses;
- (6) Telephone expenses;
- (7) Lodging expenses;
- (8) Internet service provider expenses;

(9) In the case of a public children services agency, expenses for purchases for children for whom the agency is providing temporary emergency care pursuant to section 5153.16 of the Revised Code, children in the temporary or permanent custody of the agency, and children in a planned permanent living arrangement.

Upon roll call the vote was as follows:

Mr. Thomas Yes  
Mr. Olexo Yes  
Mr. Probst Absent

**IN THE MATTER OF SUBDIVISION HEARING ]  
FOR GUTHRIE DRIVE SUBDIVISION ]  
WAYNE TOWNSHIP, SEC 22& 23, T6, R5 ]**

**[Belmont Co. Commissioners  
[Courthouse  
[St. Clairsville, Ohio 43950  
[Date April 28, 2004**

Motion made by Mr. Thomas, seconded by Mr. Olexo to authorize the Clerk of the Board to establish a date and time for the Subdivision Hearing in regards to Guthrie Drive Subdivision, Wayne Township, pursuant to the Ohio Revised Code Section 711.05 and to proceed with the required notifications.

***NOTICE OF NEW SUB-DIVISION  
Revised Code Sec. 711.05***

To: Krista West, Clerk of Wayne Township Trustees, 56965 Stumptown School Rd., Jerusalem, OH 43747

You are hereby notified that the 12th day of May, 2004, at 10:45 o'clock A. M., has been fixed as the date, and the office of the Commissioners, in the Courthouse, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

By order of the Belmont County Commissioners.

Darlene Pempek /s/

Clerk of the Board

\* Mail by certified return receipt requested

cc: Wayne Township Trustees

Upon roll call the vote was as follows:

Mr. Thomas Yes  
Mr. Olexo Yes  
Mr. Probst Absent

**IN THE MATTER OF APPROVING INVOICES FOR HAMMONTREE & ASSOCIATES, LTD. FOR THE MT. VICTORY WATERLINE EXTENSION AND WATER STORAGE TANK REDESIGN PROJECTS/SANITARY SEWER**

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve and sign the following invoices to Hammontree and Associates, Ltd. for engineering services for the Belmont County Sanitary Sewer District Projects listed below, based upon the recommendation of Keith Bennett, Hammontree and Associates, Ltd, Project Engineer and David Grum, Project Consultant as follows:

- Mt. Victory Road Waterline Extension \$11,711.00
- Two Million Gallon Water Storage Tank Redesign \$3,958.00

Upon roll call the vote was as follows:

Mr. Thomas Yes  
Mr. Olexo Yes  
Mr. Probst Absent

**IN THE MATTER OF APPROVING PAY REQUISITION NO. 3**  
**FOR THE PHASE 4 MARTINS FERRY/GLENCOE WATERLINE PROJECT**  
**CONTRACT 2003-2/SANITARY SEWER**

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve and sign Payment Requisition Number 3 for the Belmont County Sanitary Sewer District Phase 4 Martins Ferry/ Glencoe Waterline Project: Contract 2003-2, based upon the recommendation of Keith Bennett, Hammontree and Associates, Ltd, Project Engineer and David Grum, Project Consultant as follows:

- Nicolozakes Trucking and Construction \$158,885.00
- Hammontree and Associates, Ltd. \$ 9,074.25

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes
Mr. Probst	Absent

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 7:23 P.M.**

Motion made by Mr. Olexo, seconded by Mr. Thomas to adjourn the meeting at 7:23 P.M.  
Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes
Mr. Probst	Yes

Read, approved and signed this 3rd day of May A.D., 2004.

\_\_\_\_\_

\_\_\_\_\_ COUNTY COMMISSIONERS

Charles R. Probst, Jr., Absent

We, Ryan E. Olexo and Darlene Pempek, President and Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do hereby certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of the Revised Code of Ohio.

\_\_\_\_\_ PRESIDENT

\_\_\_\_\_ CLERK