



Dave Yost • Auditor of State

AUDITOR OF STATE UNIFORM ACCOUNTING NETWORK AGREEMENT

WHEREAS, Ohio Revised Code Section 117.101 authorizes the Auditor of State ("AOS ") to establish and maintain a uniform and compatible computerized financial management and accounting system known as the Uniform Accounting Network (UAN), and to enter into necessary agreements with public offices for the provision of necessary goods, materials, supplies and services to such public offices; and,

WHEREAS, _____ Local Government, in _____ County, Ohio ("Local Government"), desires to participate in the UAN, pursuant to the terms of this Agreement and of any subsequent administrative rules adopted by AOS;

NOW, THEREFORE, AOS and Local Government do mutually agree as follows:

I. GENERAL CONSTRUCTION

AOS and Local Government recognize that the objective of the UAN is to provide public offices with efficient and economical access to data processing hardware and software as well as technical support. AOS and Local Government agree to use their best efforts to cooperate in this endeavor; and it is intended that this UAN Agreement be construed in a manner to best attain that objective. The UAN Agreement does not involve a sale of goods under Ohio law; and AOS and Local Government agree that Ohio Revised Code Chapter 1302 does not apply to this Agreement.

II. AOS OBLIGATIONS

A. Generally

All AOS obligations to Local Government concerning the UAN are represented in this Agreement and the Ohio Revised Code, and the Ohio Administrative Code. Local Government understands that while the UAN is designed to have the likely effect of reducing clerical costs related to financial management and accounting, AOS makes no representations or warranties, express or implied that reduced costs or other savings will result, or that any other improvements in performance will result. Furthermore, this Agreement does not modify or otherwise affect the duties imposed by law upon AOS or Local Government.

B. Computer Hardware

AOS will provide the Hardware listed in Exhibit A, attached hereto and incorporated herein (the "Hardware"), including equipment, peripherals and accessories, to execute the computer program known as "Entity Workbench." AOS will retain title to and ownership of the Hardware and provide for the maintenance of the Hardware as it deems appropriate.

AOS reserves the right to make substitutions and modifications in the specifications of the hardware at any time during the term of the Agreement. AOS will deliver the Hardware to the Installation Site, which shall be located at the address set forth in Exhibit B, attached hereto and incorporated herein.

C. Computer Software

AOS will permit Local Government to use the Software and the associated documentation known as "Entity Workbench." AOS will provide copies of all Software listed in Exhibit C, attached hereto and incorporated herein, necessary for Local Government to participate in the UAN.

D. Installation, Training and User Manuals

AOS will install all Software necessary for Local Government to participate in the UAN. AOS will provide training as it deems appropriate and user manuals which will remain in Local Government's custody during the term of this Agreement.

E. Audits

To the extent AOS deems practicable, AOS will utilize data generated through use of the UAN to conduct future audits of Local Government. [Existing users are currently being audited in this manner.]

D. Additional Assistance/ Cost

In the event it is mutually agreed between the AOS or her representative and the legislative authority of the Local Government, that additional assistance is needed by the Local Government and/or its staff, the scope of the assistance and the associated cost shall be agreed to in writing prior to or within 30 days of the start of the provision of the assistance.

III. LOCAL GOVERNMENT OBLIGATIONS

Local Government obligations are represented in this Agreement as well as in any administrative rules which AOS may later adopt.

A. Computer Hardware

1. Local Government agrees to follow all instructions as may be from time to time communicated by AOS to the Local Government for the care, operation and maintenance of Hardware including, but not limited to, instructions on notifying AOS of any malfunction or damage to the Hardware.
2. Local Government agrees to be responsible for the cost of repairing or replacing any Hardware which is lost or damaged due to any condition or event outside of normal and authorized use. This includes, but is not limited

to, damages or loss caused by:

- a. Fire, flood, humidity, temperature, and other environmental causes;
 - b. Theft and vandalism;
 - c. The improper use of supplies, accessories, attachments, or other devices;
 - d. Unauthorized or negligent use;
3. Local Government agrees to keep all Hardware provided by AOS in a safe, hazard free environment in accordance with the Hardware manufacturer's documentation and to allow reasonable access to the Hardware by AOS and its authorized agents during normal business hours upon reasonable notice.
 4. Local Government agrees to keep all Hardware and Software provided by AOS at the authorized Installation Site specified in Exhibit B of this Agreement and will notify AOS within seven (7) days of any relocation in order to obtain reauthorization. Local Government shall affix and keep on any items provided by AOS, the bar code number identifying that the property is owned by AOS. Upon written demand of AOS or at the termination of this Agreement, Local Government agrees to pay all transportation costs for the return of the Hardware to either the Installation Site or to any other location designated by AOS.
 5. Local Government agrees that all Hardware provided by AOS to the Local Government Fiscal Officer and authorized designees of the Local Government Fiscal Officer shall be used only for the purposes of serving the needs of the Local Government to meet the requirements of the UAN.

B. Computer Software

1. Local Government agrees that all Software provided by AOS to the Local Government and authorized designees of the Local Government shall be used only for the purposes of serving the needs of the Local Government to meet the requirements of the UAN.
2. Local Government agrees to make only one archival copy of the Software provided by the AOS. This copy shall be made for backup purposes only. Local Government shall not otherwise copy or duplicate any Software or program documentation provided by AOS, and shall maintain adequate security measures to safeguard the Software against unauthorized access, copying or duplication. Local Government shall also ensure that its Local Government Fiscal Officer, employees and authorized designee(s) comply with such confidentiality and non-disclosure obligations as are required.

Local Government shall notify AOS within three (3) business days if it knows or has reason to know of any unauthorized access, copying, duplication or use of the whole or any part of any Software provided by AOS. Local Government agrees to be bound by the terms and conditions of any license agreement for the Software.

3. Local Government recognizes that it does not own the software provided by AOS and that it has only a right of limited use. The Local Government will not attempt to modify the Software, decompile or disassemble the object code version thereof, nor to install the Software in any other computer system. Local Government also agrees that it will keep confidential and not disclose, display, impart, divulge or otherwise reveal the contents of the Software to any third party who does not need to obtain access thereto in the official business of the Local Government or of the State of Ohio.
4. Local Government agrees to incorporate in the Software provided by AOS all updates, enhancements and modifications issued by AOS. Local Government shall not permit anyone other than the authorized representatives of AOS to change or alter, in any way, any Software provided by AOS.
5. Local Government agrees that only Software provided by AOS will be installed on the Hardware provided by AOS. Unauthorized installation of Software will result in the Local Government being held responsible for any costs incurred in the removal of the Software or costs resulting from the unauthorized installation of Software.

C. Reporting

Local Government agrees that it will, as prescribed by AOS and pursuant to instructions from AOS, transmit a copy of its data to the AOS. Local Government will also provide all information AOS may from time to time request in order to permit AOS to assure the uninterrupted performance and operation of the UAN.

D. User Agreement

Local Government agrees that it shall require the Local Government Fiscal Officer, and any other authorized designee(s), before using any Hardware and/or Software, to execute the User Agreements in the forms shown in Exhibit D and E respectively, attached hereto and incorporated herein.

E. Insurance

Local Government is required to maintain adequate insurance coverage for all hardware provided by AOS. Local Government's insurance shall provide for the repair and/or replacement of hardware for events including but not limited to theft, electrical failure and acts of God.

IV. USER FEES

A. Amount

Local Government agrees to pay into the Uniform Accounting Network Fund ("UAN Fund"), on a quarterly basis, a monthly User Fee based on the Fee Schedule shown in Exhibit F, attached hereto and incorporated herein, and thereafter, at the rates and in the manner established by AOS by administrative rule. In addition to the monthly user fee, each local government participating in the Uniform Accounting Network shall also pay a monthly hardware surcharge of \$50 to cover the expense related to providing computer equipment described in Exhibit A to each participant pursuant to Exhibit F of this agreement. Local Government understands and agrees that the rates listed in the Fee Schedule shown in Exhibit F are subject to amendment at any time via administrative rule duly adopted by the Auditor of State. The initial User Fee payment will begin to accrue on the first day of the month following the completion of the classroom training provided by AOS.

B. Frequency and Method of Payment

Quarterly payments of User Fees will be due 30 days after receiving the quarterly invoice without the necessity of further demand for payment by AOS. All quarterly payments shall be made payable to the Treasurer of State - UAN Fund and mailed by the Local Government to:

Dave Yost
Auditor of State
Accounts Receivable Office
P.O. Box 1140
Columbus, Ohio 43216-1140

V. TERM AND TERMINATION

A. Term

This UAN Agreement is effective upon execution of this agreement and shall remain in effect until terminated as provided in this Agreement.

B. Termination by Local Government

Local Government may terminate this Agreement after twelve (12) months, after giving AOS ninety (90) days' written notice and by returning to AOS all Hardware and Software and other materials, as provided in Section VI.

C. Termination by AOS

1. AOS may terminate this Agreement without cause by giving Local Government ninety (90) days' written notice. Local Government shall upon termination of the contract surrender to AOS within fourteen (14) days all Hardware and Software and other materials provided by AOS.
2. AOS may immediately terminate this Agreement if Local Government commits any breach of any term or provision of this Agreement that is not capable of being remedied, or in the case of a breach capable of being remedied, shall have failed to remedy the breach within thirty (30) days after the receipt of a request in writing from AOS to do so.

D. Liability After Termination

Following the effective date of termination, this Agreement shall be of no further force or effect except that Local Government shall remain liable for any of its obligations or liabilities arising from activities carried on by it hereunder prior to the effective date of termination of this Agreement, including, but not limited to those matters set forth in Section VII and Section VIII(E) of this Agreement.

VI. SURRENDER OF HARDWARE AND SOFTWARE

Upon termination of this UAN Agreement, Local Government shall immediately return to AOS, at Local Government's expense, all Hardware and Software provided by AOS, in the same condition as received, less normal wear and tear, and shall deliver to IT/UAN the Hardware and Software packed and ready for shipment to the place specified by AOS. Failure of Local Government to comply with the provisions of this clause shall permit AOS, without notice, to enter the Installation Site and remove all Software and other Materials provided by AOS under this Agreement, between the hours of 8:00 a.m. and 6:00 p.m. on any Monday through Friday.

VII. INDEMNITY

Local Government shall indemnify and hold harmless and keep AOS, its assigns, designees, developers and/or vendors fully and effectively indemnified against any and all losses, claims, damages, charges, expenses, liabilities, demands, proceedings and actions which AOS may sustain or incur or which may be brought or established against it or any of its assigns, designees, developers or vendors by any person or Local Government and which in any case arise out of or in relation to or by reason of:

1. any breach by Local Government of any of the terms or provisions of this Agreement, whether express or implied;
2. any breach or alleged breach by Local Government of any applicable laws or regulations relating to the licensing of the Software, including but not limited to trade secret laws or regulations; or

3. any unauthorized act or omission of Local Government or its employees, assigns or designees and which are not in any such case due to recklessness or willful misconduct of AOS or breach of any obligations of AOS under this Agreement.

If any claim is made against AOS, its assigns, designees, developers or vendors for which indemnification is sought pursuant to this clause, AOS shall consult with the Local Government and subject to being secured to its reasonable satisfaction, shall cooperate with Local Government in relation to any reasonable request made by Local Government with respect to such claim.

VIII. MISCELLANEOUS

A. Entire Agreement; Governing Law; Amendment; Severability

This Agreement constitutes the entire understanding between the parties concerning the subject matter of the Agreement and shall be governed by and construed in accordance with the laws of the State of Ohio. No waiver or amendment of any term or provision of this Agreement shall be effective unless made by a written instrument signed by both parties. Each term or provision of this Agreement shall be construed separately and, notwithstanding that any such provision may prove to be illegal or unenforceable, the remaining terms and provisions of this Agreement shall continue in full force and effect.

B. Headings

The headings to the clauses of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement.

C. Assignment

This Agreement is personal to the Local Government, and Local Government shall not assign or otherwise transfer any of its rights or obligations hereunder, whether in whole or in part, without the prior express written consent of AOS.

D. Legal Relationship

Nothing in this Agreement shall render Local Government or AOS a partner, agent, representative or joint venturer of the other. AOS and Local Government shall not purport to undertake any obligation of the other, nor shall AOS be liable to Local Government for any debts, obligations or actions of Local Government.

E. Liability

AOS and its assigns, designees, developers or vendors shall not be liable to Local Government for any loss or damage sustained or incurred by Local Government resulting from any defect or error in the Hardware or Software, or from the use by Local Government of the Hardware or Software.*

F. Notice

All demands and notices concerning termination or breach of this Agreement shall be sent in writing by certified mail, return receipt requested, addressed to the respective parties at the addresses set forth below, or to such other address as each may hereafter designate:

To AOS: Uniform Accounting Network
Auditor of State
P.O. Box 1140
Columbus, Ohio 43216-1140

To Local Government: _____

G. Other Documents

Local Government agrees to execute any other documents AOS may reasonably require regarding the UAN including, but not limited to, the User Agreement and documents relating to the Hardware and Software.

* Moreover, the inclusion of a specific revenue source and/or expenditure in the software does not guarantee that your Local Government is authorized by law to engage in a transaction involving that specific revenue source and/or expenditure. Local Government is advised to consult its statutory legal counsel to determine whether a particular transaction is authorized by law.

IN WITNESS WHEREOF, the parties hereto, by and through their respective authorized representatives, have executed this Agreement as of and effective on this _____ day of _____, 20_____.

DAVE YOST
AUDITOR OF STATE

ENTITY GOVERNING BOARD

By: _____

Office of the Auditor of State

EXHIBIT A
HARDWARE

- | | |
|--------------------|-------------------|
| <u>Equipment</u> | - CPU |
| | - Hard Drive |
| | - CD ROM/CD RW |
| | - Modem |
| | - Monitor |
| | - Speaker bar |
| | - Keyboard |
| | - Mouse |
| <u>Peripherals</u> | - Printer |
| <u>Accessories</u> | - Surge Protector |

EXHIBIT B

LOCAL GOVERNMENT INSTALLATION SITE

Location: __ Local Government Site __ Fiscal Officer's Residence

Address: _____

City: _____ Zip Code: _____

Installation Site Phone: (_____) _____

Contact for Site Access: _____

Phone Number(s) for Site Access: (_____) _____

Access Hours: _____

EXHIBIT C

ENTITY WORKBENCH SOFTWARE

1. Operating System Software
 - a. Windows XP
2. Application Software
 - a. Accounting and Budgeting System Module
 - b. Payroll System Module (optional)
 - c. Cemetery Tracking System Module
 - d. Inventory Tracking System Module
3. Office Automation Software
 - a. Microsoft Office 2007
 - b. Microsoft Works (optional)
4. Utility and Support Software
 - a. Symantec Anti-Virus
 - b. Symantec pcAnywhere
 - c. Roxio Easy CD Creator
 - d. iPass Internet Access
 - e. Outlook Express
 - f. Printscreen 2000 Software
 - g. Amyuni PDF Writer

Note - Software includes associated documentation.

EXHIBIT D

**LOCAL GOVERNMENT FISCAL
OFFICER'S USER AGREEMENT**

**AUDITOR OF STATE
UNIFORM ACCOUNTING NETWORK
AUTHORIZED USER AGREEMENT**

I, the undersigned, hereby certify that I am the Local Government Fiscal Officer of _____ Local Government, in _____, County, Ohio ("Local Government"), and that I have been duly authorized by Local Government to use and operate the Hardware, Software and accompanying documentation (collectively, the "Computer Equipment") provided by the Auditor of State ("AOS"), to participate in the Uniform Accounting Network ("UAN"). This User Agreement is made pursuant to the attached UAN Agreement between AOS and Local Government. I agree to the following conditions concerning the care and use of the computer equipment and Software:

1. I understand that AOS owns the Hardware and that it has been provided to Local Government solely for participation in the UAN. I agree to follow all instructions issued by AOS for the care and maintenance of the Computer Equipment and to use it only for the official business of the Local Government. If the Computer Equipment is to be located in my home, I also agree to allow authorized agents of AOS and the Local Government to have reasonable access to it. I understand that if it becomes necessary to repair or to remove the Computer Equipment, I may be required to allow access to the Computer Equipment during regular business hours after I have received reasonable notice.
2. I agree to be personally responsible for the care and custody of the Computer Equipment which has been entrusted to my care. I understand that I will be subject to liability if I copy the Software and accompanying documentation or allow others to do so. I will allow only those persons duly authorized by Local Government or AOS to use the Computer Equipment provided by AOS.
3. I acknowledge that under the UAN Agreement, I am prohibited from changing, in any respect, the Computer Equipment provided by AOS.
4. I understand that the UAN is a voluntary cooperative venture between Local Government and AOS, for the benefit of the people of Local Government and the State of Ohio. I agree to learn all of the UAN procedures to the best of my ability, to take full advantage of the training provided by AOS, and to ask for help when necessary. I understand and agree that it is my responsibility to undertake the necessary training to become knowledgeable of all UAN procedures in order to properly operate the Computer Equipment.

5. I agree that, upon demand of either Local Government or AOS, I will make available all Computer Equipment provided by Local Government and AOS which is in my custody as well as any Software, documents and records which have been produced as a result of my work on the Computer Equipment.

Signed: _____

Date: _____

Telephone: _____

EXHIBIT E

**LOCAL GOVERNMENT FISCAL
OFFICER'S AUTHORIZED
DESIGNEE USER AGREEMENT**

**AUDITOR OF STATE
UNIFORM ACCOUNTING NETWORK
AUTHORIZED USER AGREEMENT**

I, the undersigned, hereby certify that I am an authorized designee of the Local Government Fiscal Officer of _____ Local Government, in _____, County, Ohio ("Local Government"), and that I have been duly authorized by Local Government to use and operate the Hardware, Software and accompanying documentation (collectively, the "Computer Equipment") provided by the Auditor of State ("AOS"), to participate in the Uniform Accounting Network ("UAN"). This User Agreement is made pursuant to the attached UAN Agreement between AOS and Local Government. I agree to the following conditions concerning the care and use of the computer equipment and Software:

1. I understand that AOS owns the Hardware and that it has been provided to Local Government solely for participation in the UAN. I agree to follow all instructions issued by AOS for the care and maintenance of the Computer Equipment and to use it only for the official business of the Local Government. If the Computer Equipment is to be located in my home, I also agree to allow authorized agents of AOS and the Local Government to have reasonable access to it. I understand that if it becomes necessary to repair or to remove the Computer Equipment, I may be required to allow access to the Computer Equipment during regular business hours after I have received reasonable notice.
2. I agree to be personally responsible for the care and custody of the Computer Equipment which has been entrusted to my care. I understand that I will be subject to liability if I copy the Software and accompanying documentation or allow others to do so. I will allow only those persons duly authorized by Local Government or AOS to use the Computer Equipment provided by AOS.
3. I acknowledge that under the UAN Agreement, I am prohibited from changing, in any respect, the Computer Equipment provided by AOS.
4. I understand that the UAN is a voluntary cooperative venture between Local Government and AOS, for the benefit of the people of Local Government and the State of Ohio. I agree to learn all of the UAN procedures to the best of my ability, to take full advantage of the training provided by AOS, and to ask for help when necessary. I understand and agree that it is my responsibility to undertake the necessary training to become knowledgeable of all UAN procedures in order to properly operate the

Computer Equipment.

5. I agree that, upon demand of either Local Government or AOS, I will make available all Computer Equipment provided by Local Government and AOS which is in my custody as well as any Software, documents and records which have been produced as a result of my work on the Computer Equipment.

Signed: _____

Date: _____

Telephone: _____

EXHIBIT F
FEE SCHEDULE

Total Resources			Monthly Fee
\$ 0	to	\$50,000	\$ 8
\$50,001	to	\$100,000	\$ 18
\$100,001	to	\$150,000	\$ 30
\$150,001	to	\$200,000	\$ 37
\$200,001	to	\$250,000	\$ 44
\$250,001	to	\$300,000	\$ 51
\$300,001	to	\$350,000	\$ 62
\$350,001	to	\$400,000	\$ 72
\$400,001	to	\$450,000	\$ 83
\$450,001	to	\$500,000	\$ 95
\$500,001	to	\$600,000	\$105
\$600,001	to	\$750,000	\$135
\$750,001	to	\$1,000,000	\$165
\$1,000,001	to	\$2,500,000	\$215
\$2,500,001	to	\$5,000,000	\$255
\$5,000,001	to	\$7,500,000	\$280
\$7,500,001	to	\$10,000,000	\$300
\$10,000,001	or	MORE	\$325

UAN fees are calculated on total resources. "Total Resources" means the sum from the prior year, for all funds other than agency funds, of the unencumbered beginning of the year cash balances plus the total amount of all receipts and other financing sources except interfund advances, transfers, and the proceeds from the sale of bonds, notes and other debt. The auditor of state may exclude other funds or funding sources from the calculation of total resources. The total resources will be calculated by the office of the auditor of state for billing purposes.

In addition to the monthly fees, each local government participating in the Uniform Accounting Network shall also pay a monthly hardware surcharge of \$50 to cover the expense related to providing computer equipment to each participant.

For any local government office that participates in the Uniform Accounting Network but has not been in existence for at least one full calendar year, the monthly fee shall be based on a reasonable projection of the total resources as determined by the local government and the office of the auditor of state.

(Note: These fees are subject to amendment at any time via administrative rule duly adopted by the Auditor of State.)