

RESOLUTION APPROVING CIGARETTE LICENSE MANAGEMENT AGREEMENT WITH MARANATHA SOFTWARE, INC., AUDITOR'S OFFICE

WHEREAS, David Thomas, Ashtabula County Auditor, has presented an agreement for the approval of the Board, to-wit:

Scope: Software to replace the current application used to manage cigarette licenses in Ashtabula County.

Provider: Maranatha Software Inc., 5759 N. Ridge Rd. West, Ashtabula, OH 44004

Cost: Not to Exceed, \$5,000.00

Term: development begins on or after September 11, 2023, will be supported for 365 days after the application is validated by the ACA; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the agreement noted above is approved in accordance with the copy now on file in this office.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2023-456

September 12, 2023

**RESOLUTION APPROVING CIGARETTE LICENSE MANAGEMENT AGREEMENT
WITH MARANATHA SOFTWARE, INC., AUDITOR'S OFFICE**

Upon the motion of J.P. Ducro IV, seconded by Kathryn L. Whittington.

VOTE:

Casey R. Kozlowski
Kathryn L. Whittington
J.P. Ducro IV

Aye
Aye
Aye

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

AGREEMENT

This AGREEMENT, made this 11.00 day of September, 2023 (the "Effective Date") between Maranatha Software, Inc. (the "Seller"), with offices at 5759 N. Ridge Rd West, Ashtabula Ohio 44004, and Ashtabula County Data Board (the "Purchaser") located at 25 West Jefferson St., Jefferson Ohio 44047 for the purchase of software application and associated services.

WITNESSETH: That the parties hereto, for and in consideration of covenants and agreement to be performed by each as hereinafter set forth, do hereby agree as follows:

ARTICLE I THE GOODS

The Seller shall furnish all the products and associated parts, labor, and services (collectively called the "Goods") as set forth in Exhibit A. In the event of inconsistencies within or between this Agreement and the Exhibits, the Seller shall provide the better quality or greater quantity of Goods and shall comply with the more-strict requirement.

ARTICLE II COMPENSATION AND PAYMENT

2.1 The Seller's total compensation for the Goods shall be \$5,000.00 (the "Contract Price").

2.2 Seller is subject to and responsible for paying fees to obtain all applicable licenses, permits, and other permissions necessary to perform its obligations under this Contract. Seller is responsible for paying federal, state, and local taxes. Seller agrees to withhold all income taxes due or payable for qualifying wages, salaries, and commissions paid to its employees and further agrees that any of its sub-Sellers shall be required to agree to withhold any such income taxes due for services performed under this Contract.

2.3 The Seller shall submit invoice(s) to the Purchaser for the Goods. The Purchaser shall pay the Seller for the Goods within thirty (30) days of receipt of a full and accurate invoice. The invoice(s) shall be supported by documentation substantiating the Seller's right to payment. The Seller shall supply such additional documentation as the Purchaser may request in connection with each payment to the Seller. The Seller shall list on the invoice(s) any approved Change Orders processed and performed during the time covered by the invoice(s).

2.4 The Purchaser reserves the right to decline to approve any invoice or part thereof, or because of subsequent evidence or inspection, may nullify any previous invoice, in whole or in part, to such extent as may be necessary in the Purchaser's opinion to protect the Purchaser from loss because of:

(a) Defective or nonconforming Goods ("Defective Goods") not remedied;

(b) Damage caused by the Seller;

(c) Failure to comply with the requirements of Chapter 4115, ORC, if applicable;

If the basis for withholding payment pursuant to this Section is removed, payment shall be made for amounts withheld because of the basis.

2.5 The making of final payment by the Purchaser shall constitute a waiver of all claims by the Purchaser except those arising after termination of this Agreement and the following:

(a) Defective Goods;

(b) Outstanding liens;

(c) Failure of the Seller to comply with any warranties or guarantees.

The acceptance of final payment by the Seller shall constitute a waiver of all claims against the Purchaser except those that the Seller has previously made in writing in accordance with Article VIII and which remain unresolved at the time of final payment. This provision is intended to be, and shall be construed as, consistent with, and not in conflict with, Section 4113.62, ORC, to the fullest extent permitted.

ARTICLE III SCHEDULE

Time is of the essence to this contract. The rate of progress shall be such as to deliver the Goods within the time limit specified herein.

In the event that the Goods are not completed within the time limit aforesaid, the Seller shall reimburse the Purchaser an amount equal to the Purchaser's costs for and expenses of replacement goods and services provided by or for the Purchaser after the expiration of the aforesaid time limit, and until completion and acceptance of the Goods. Such amounts shall be deducted from the partial or final payments to be allowed the Seller.

The Purchaser may for good cause shown, extend the time of completion. Any such extension of time shall not be deemed a waiver by the Purchaser of any other rights provided for under this contract, and shall not operate to release any Surety from any of bond obligations.

ARTICLE IV CHANGES

The Purchaser, without invalidating the Agreement, may order changes in the Goods consisting of additions, deletions or other revisions, including without limitation revisions resulting from an extension granted in accordance with Article III. To the extent the time of performance or the

Contract Price is affected, the Contract may be equitably adjusted by Change Order in accordance with this Article.

The Seller shall not proceed with any change in the Goods without the required written authorization. If the Seller believes that any item is not required by Exhibit A, the Seller shall obtain a Change Order before proceeding with such item. Except as provided in Article VIII, failure to obtain such a Change Order shall constitute a waiver by the Seller of any Claim for additional compensation for such item.

ARTICLE V WARRANTIES

In addition to any other warranties, guarantees, or obligations set forth in Exhibit A or applicable as a matter of law, the Seller warrants and guarantees that:

- The Purchaser will have good title to the Goods and all materials and equipment incorporated into the Goods will be new;
- The Goods and all materials and equipment incorporated into the Goods will be free from all defects, including any defects in workmanship or materials;
- The Goods and all equipment incorporated into the Goods will be fit for the purpose for which intended;
- The Goods and all materials and equipment incorporated into the Goods will be merchantable; and,
- The Goods and all materials and equipment incorporated into the Goods will conform in all respects to the specifications set forth in Exhibit A.

Upon notice of the breach of any of the warranties or guarantees, the Seller, in addition to any other requirements set forth herein, shall commence to correct such breach and all damage resulting therefrom within forty-eight (48) hours after written notice thereof, thereafter shall use its best efforts to correct such breach and damage to the satisfaction of the Purchaser and, except when an extension of time is granted in writing by the Purchaser, correct such breach and damage to the satisfaction of the Purchaser within thirty (30) days of such notice; provided that if such notice is given after final payment hereunder, such 48-hour period shall be extended to seven (7) days. If the Seller fails to commence to correct such breach and damage, or to correct such breach and damage as provided above, the Purchaser, upon written notice to the Seller and without prejudice to any of its other rights or remedies, may correct the deficiencies. The Seller upon written notice from the Purchaser shall pay the Purchaser, within ten (10) days after the date of such notice, all of the Purchaser's costs and expenses incurred in connection with or related to such correction and/or breach, including without limitation the Purchaser's administrative, legal, and consulting expenses. The foregoing warranties and obligations of the

Seller shall survive the final payment and/or termination of this Agreement. If the Seller fails to pay the Purchaser any amounts due under this Section, the Seller shall pay the Purchaser, in addition to the amounts due, a late payment fee of one and one-half percent (1.5%) per month for each month or part thereof that the payments are not paid when due.

ARTICLE VI
INSURANCE AND INDEMNIFICATION

6.1 The Seller shall maintain insurance as set forth below:

(a) **General Liability Coverage.** Seller shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence.

Purchaser and its employees shall be named as additional insureds with respect to all activities under this Agreement.

(b) **Automobile Liability Coverage.** Seller shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned automobiles.

(c) **Workers' Compensation.** Seller shall maintain workers' compensation coverage as required by Ohio law.

(d) **Cyber Liability.** Seller shall maintain Cyber Liability and Security Insurance or equivalent insurance product(s), with minimum liability limits of not less than \$1,000,000 and first party limits of not less than \$1,000,000, that will provide, without cost to the Purchaser, an immediate response in the event of a data breach, including meeting all notification obligations of Seller and Purchaser and, in the event the Data Breach involves personal information as defined by Chapter 1347 of the Ohio Revised Code, provide free credit monitoring for any affected individual for a minimum period of one year.

Prior to the commencement of any work under this Agreement, Seller shall furnish the Seller with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without 30 days' prior written notice to Seller. Purchaser will replace certificates for any insurance expiring prior to completion of work under this Agreement.

6.2 To the maximum extent permitted by law, the Seller shall indemnify and hold harmless the Purchaser and the Purchaser's consultants, agents, and employees from and against all claims, damages, losses, and expenses—whether proven or not—including but not limited to attorneys' and consultants' fees—whether made by Purchaser or a third-party—arising out of or related to the Seller's performance of the Goods including but not limited to the failure of the Seller to perform its obligations under this Agreement, any claims for bodily injury, sickness, disease, or death or to injury to or destruction of or loss of use of real or personal property

including the Goods itself, claims for additional storage and handling charges, liens against funds, claims related to the alleged failure of the Seller to perform in accordance with this Agreement, and/or claims related to the removal, handling, or use of any hazardous materials. The Purchaser may set off amounts equal to any sums for which it is entitled to be indemnified from the amounts otherwise due the Seller under this Agreement.

6.3 Seller, at its own expense, shall defend and indemnify Purchaser against claims that products furnished under this Agreement infringe a United States patent or copyright or misappropriate trade secrets protected under United States law. As to any product which is subject to a claim of infringement or misappropriation, Seller may (a) obtain the right of continued use of the product for Purchaser or (b) replace or modify the product to avoid the claim. If neither alternative is available on commercially reasonable terms then, at the request of Seller, any applicable software license and its charges will end, Purchaser will stop using the product, and will return the product to Seller. Upon return of the product, Seller will give Purchaser a credit for the price paid to Seller, less a reasonable offset for use and obsolescence.

6.4 The Purchaser's total liability under this Agreement shall be limited to the amount set forth in the Auditor's certificate accompanying this Agreement. Under no circumstances shall the elected officials, officers, employees, council members, or agents of the Purchaser be personally liable for any obligations or claims arising out of or related to this Agreement. No Change Order to the Contract shall be effective against the Purchaser without a new Auditor's certificate.

ARTICLE VII TERMINATION

7.1 The Purchaser may, in its discretion and without cause, by written notice to the Seller terminate this Agreement for the Purchaser's convenience.

If this Agreement is terminated without cause and for the Purchaser's convenience and there exists no event of the Seller's default, as defined in this Agreement, the Purchaser will pay the Seller for Goods performed under this Agreement up to the date the notice of termination is received by the Seller at the rates for Goods performed under this Agreement.

If this Agreement is terminated without cause for the Purchaser's convenience and there exists an event of the Seller's default, as defined in this Agreement, the Seller shall be entitled to receive only such sums as it would be entitled to receive following the occurrence of an event of default under this Agreement. The termination of this Agreement shall be without prejudice to any rights or remedies that exist at the time of termination.

7.2 If the Purchaser determines that the Seller has failed to prosecute the Goods with the necessary force or in a timely manner, or has refused to remedy any Defective Goods, the Purchaser's Representative shall notify the Seller of such failure or refusal. The Seller shall begin to cure such failure or refusal within five (5) days of receipt of the notice.

If the Seller fails to cure such failure or refusal within thirty (30) days of receipt of the notice, the Purchaser may terminate the Contract and supply the materials or such part of either as is appropriate, and may remove Defective Goods.

If the Seller is so terminated, the Seller shall not be entitled to any further payment. If the Purchaser completes the Goods and if the cost of completing the Goods exceeds the balance of the Contract Price, including compensation for all direct and consequential damages incurred by the Purchaser, or the Purchaser as a result of the termination, such excess shall be paid by the Seller.

Upon a final determination, by a court of competent jurisdiction, that the termination pursuant to this Section was improper, the termination shall be deemed a termination for convenience to Section 7.2.

ARTICLE VIII DISPUTE RESOLUTION

8.1 If any dispute or difference of any kind (a "Dispute") arises between the Parties in connection with, or arising out of, this Agreement, the Seller and Purchaser within 30 days shall attempt to settle such Dispute in the first instance through discussions. The designated representatives of Seller and Purchaser shall promptly confer and exert their best efforts in good faith to reach a reasonable and equitable resolution of such Dispute. If the representatives are unable to resolve the Dispute within fifteen (15) Business Days, the Dispute shall be referred within two (2) Business Days of the lapse of the fifteen (15) Business Day period to the responsible senior management of each party for resolution. Neither party shall seek any other means of resolving any Dispute arising in connection with this Agreement until the responsible senior management of Parties have had at least an additional fifteen (15) Business Days to resolve the Dispute following referral of the Dispute to them.

8.2 The Courts of Ashtabula County shall retain exclusive jurisdiction to resolve any disputes between the parties to the extent in which the parties cannot resolve their disputes within a reasonable amount of time. This agreement does not prohibit the parties from seeking mediation before litigation.

8.3 During the pendency of any mediation or litigation the Parties shall continue to perform their obligations under this Agreement subject to Court Order.

ARTICLE IX DATA SECURITY

9.1 Seller shall implement and maintain all appropriate administrative, physical, technical and procedural safeguards at all times during the term of this Agreement to secure any Data (which shall be defined as "any information provided to, or collected, generated, stored, or processed by the system, including user identification information and metadata which may contain such information or from which such information may be ascertainable") provided by

Purchaser from any access, destruction, loss, theft, use, modification or disclosure of data by an unauthorized party or that is in violation of Agreement terms and/or applicable state or federal law (a "Data Breach"), and protect the data from hacks, introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt the Purchaser access to its data, Seller shall quarantine the Data Breach, ensure secure access to data, and repair the Services as needed in accordance with Exhibit A. Failure to do so may result in the Purchaser exercising its options for assessing damages or other remedies under this Agreement. Upon discovery or reasonable belief of any Data Breach, Seller shall provide notice, by phone and through electronic mail, to Purchaser within the lesser of twelve (12) hours or the timeframe required by applicable laws and regulations after Seller reasonably believes there has been such a Data Breach. To the extent known at the time of notification, Seller's notice shall include:

- (a) The nature of the Data Breach;
- (b) The Data accessed, used or disclosed;
- (c) The person(s) who accessed, used, disclosed and/or received Data (if known);
- (d) What Seller has done or will do to quarantine and mitigate the Data Breach; and
- (e) What corrective action Seller has taken or will take to prevent future Data Breaches.

Seller shall conduct an investigation of the Data Breach and shall share the report of the investigation with the Purchaser. The Purchaser and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Seller shall cooperate fully with the Purchaser, its agents and law enforcement.

9.2 The parties agree that as between them, all rights, including all intellectual property rights, in and to Data shall remain the exclusive property of the Purchaser, and Seller has a limited, non-exclusive license to access and use the Data as provided to Seller solely for performing its obligations under the Agreement. Nothing herein shall be construed to confer any license or right to the Data, including user tracking and exception Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of Data by Seller or third parties is prohibited. For the purposes of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized.

9.3 Purchaser shall have the ability to export Data in partial or in entirety at its discretion without interference from the Seller. This includes the ability for the Purchaser to export data to other service providers.

9.4 Upon expiration or termination of the Agreement for any reason, Seller agrees to provide Purchaser with a copy of Purchaser's data files, in a format determined by Purchaser, and within forty-five (45) days unless otherwise determined by Purchaser. After written notification to Seller of verified inspection of the returned data by Purchaser, Seller will make commercially reasonable efforts to destroy any Purchaser data under Seller control, including Purchaser data

stored at any off site back-up facility. Seller shall provide Purchaser with a certification of destruction within an additional forty-five (45) days of notification of the verified inspection of the returned data.

ARTICLE X
MISCELLANEOUS

10.1 No modification or waiver of any of the terms of this Agreement shall be effective against a party unless set forth in writing and signed by or on behalf of a party, which in the case of the Purchaser shall require the signature of the Purchaser's Representative acting under the authority of a specific resolution of the Purchaser. Under no circumstances shall forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Agreement, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or the Bid or to waive any of its or their terms, except as expressly provided in this Paragraph.

10.2 The Seller may not assign this Agreement without the written consent of the Purchaser, which the Purchaser may withhold in its sole discretion.

10.3 All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligations of the parties shall be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court of Ashtabula Purchaser, Ohio, and each party hereby expressly consents to the jurisdiction of such court.

10.4 Notices, requests, or demands by either party shall be in writing, unless otherwise expressly authorized, and shall be personally served, forwarded by expedited messenger service, or be given by registered or certified mail, return receipt requested, postage prepaid, and, in the case of the Purchaser, addressed to the address number set forth at the beginning of this Agreement marked "Urgent, deliver to Service Director," and, in the case of the Seller, addressed to its address number set forth at the beginning of this Agreement. Any party may change its address number by giving notice hereunder. All notices, requests, and demands shall be deemed received upon receipt in the case of personal delivery or delivery by expedited messenger service, including leaving the notice at the address provided herein during normal business hours; or upon the expiration of forty-eight (48) hours from the time of deposit in the United States mail.

10.5 The parties acknowledge that each party has reviewed this Agreement and the other Contract Documents and has voluntarily entered into this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement, the other Contract Documents, or any amendments or exhibits to it or them.

10.6 If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement shall remain in full force and effect, and such term shall be deemed stricken; provided this Agreement shall be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

10.7 The Seller, at its expense, shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to the Goods. Including, but not limited to, Ohio's Prevailing Wage law if applicable.

10.8 Seller agrees that, in the hiring of employees for the performance of Goods under the Contract or any subcontract, no Seller, subcontractor, or any person acting on a Seller's or subcontractor's behalf, by reason of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the Goods to which the employment relates. Seller further agrees that neither it, its subcontractors, or any person on the Seller's or subcontractor's behalf, in any manner, shall discriminate against or intimidate any employee hired for the performance of Goods under the contract on account of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color. That there shall be deducted from the amount payable to the Seller by the Purchaser under this Agreement a forfeiture of twenty-five dollars (\$25.00) as required by O.R.C. Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement. That this Agreement may be canceled or terminated by the Purchaser and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

10.9 This Agreement constitute the entire agreement among the parties with respect to their subject matter and will supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.

The signatories hereto represent that they are authorized to enter into this Agreement on behalf of the party for whom they sign.

Maranatha Software, Inc.:

DocuSigned by:
By: Ronald V. Frank, President
7A1D4BB88D8F4A7
President

Date: 9/7/2023

Its: _____

Ashtabula County Data Board:

By:  _____

Date: 9/11/2023

County Auditor
Its: _____

Approved as to Legal Form:

 _____

Date: 9/8/2023

Colleen M. O'Toole,
Ashtabula County Prosecutor

FISCAL OFFICER'S CERTIFICATE

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County under the Agreement has been lawfully appropriated for that purpose, free from any previous encumbrances, and is in the Treasury of the County or in the process of collection to the credit of:

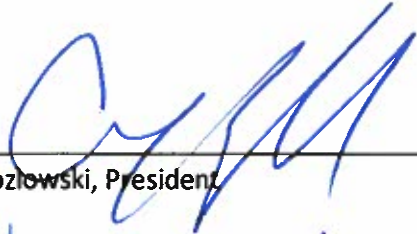
not to exceed \$5,000.00

DocuSigned by:

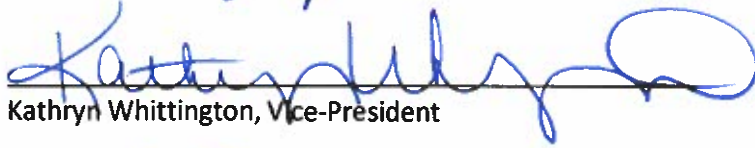


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David Thomas, Ashtabula County Auditor



Casey Kozlowski, President



Kathryn Whittington, Vice-President



J. P. Ducro IV, Commissioner

Date: 9-12-23

EXHIBIT A

See attached Ashtabula County Auditor Cigarette License Management Application Proposal
incorporated as if fully set forth herein

Ashtabula County Auditor Cigarette License Management Application Proposal

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Maranatha Software, Inc.

5759 N. Ridge Rd. West

Ashtabula, OH 44004

Phone: 440-343-5188

Ashtabula County Auditor Cigarette License Management Application Proposal

Revision History

Date	Author	Notes
4/17/2023	Isaiah Brison Frank	Initial Draft
5/12/2023	Isaiah Brison Frank	Revision to include input from Rockford, specifically about system maintenance
6/15/2023	Isaiah Brison Frank	Added section for the proposal
7/19/2023	Ron Frank	Added Terms section



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5759 N. Ridge Rd. West

Ashtabula, OH 44004

Phone: 440-343-5188

Ashtabula County Auditor Cigarette License Management Application Proposal

Overview

What follows is a proposal to replace the current application used to manage cigarette licenses in Ashtabula County. This application was written some time ago and is quite dated. The new application will be called "County Records" and will aim to replace all current functionality as well as address weaknesses it has.

Terminology

Operator

This refers to anyone using the software.

Technician

This refers to someone with technical expertise that can fix or do maintenance on a system.

Architecture

This refers to other systems, such as the Operating system, that the application is built on and thus requires.

Current software

The current application works well under normal conditions; however, it is subject to the following problems:

1. There are circumstances that an operator using the software can create that require manual intervention by a technician in order to resolve.
2. It requires specific architecture in order to operate. This architecture is well outside of its official support date and may become unavailable in the near future.
3. Because of the issues in point #2 it is impossible/Impractical to install on systems other than the one its currently on.
4. The only technician that is currently able to support the system is looking to retire.



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Ashtabula County Auditor Cigarette License Management Application Proposal

Proposed software

The proposed application would aim to fix all of the issues above, eliminate any need for intervention from any sort of technician and improve performance. It would do so in the following ways:

- Maintenance screens
 - These would aim to allow the operator to resolve any issues that may arise themselves, rather than relying on a technician. Below is a specific example.

If an operator creates a license in the current application by accident, that license is still assigned a license number. In order to resolve this, a technician must manually alter data directly. In the proposed application, the operator would have access to a maintenance screen that would allow them to resolve the issue.

- Official Architecture support
 - The current application was created in a now outdated version of Microsoft Access, one that is no longer officially supported.
 - The proposed application would be an independent windows application and the expectation is that the architecture it's built on would receive official support at least as long as the current version of windows (windows 11)
- Easy dissemination
 - The proposed application would be installed via a windows installer. This would require involvement from a technician in order to install but would be a simple task to accomplish.
- Workflow optimization
 - The proposed application will include various workflow optimizations, allowing operators to accomplish tasks in less time.



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Ashtabula County Auditor Cigarette License Management Application Proposal

Timeline

Once development is underway, the project is expected to take 3 months to complete. This includes the following milestones:

- Primary Development
 - App. 45 days
- Internal Quality Assurance (performed by Maranatha)
 - App. 15 days
- External Validation (performed by ACA)
 - App. 30 days
 - This assumes quick and steady communication with ACA.
- Support
 - The application would be officially supported by Maranatha Software Inc. for 365 days after the application is validated by the ACA.

Quote

\$5,000

Project Leads

David Thomas

Susan A. Belden

Rockford K. Benson



Maranatha Software, Inc.

5759 N. Ridge Rd. West

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Ashtabula County Auditor Cigarette License Management Application Proposal

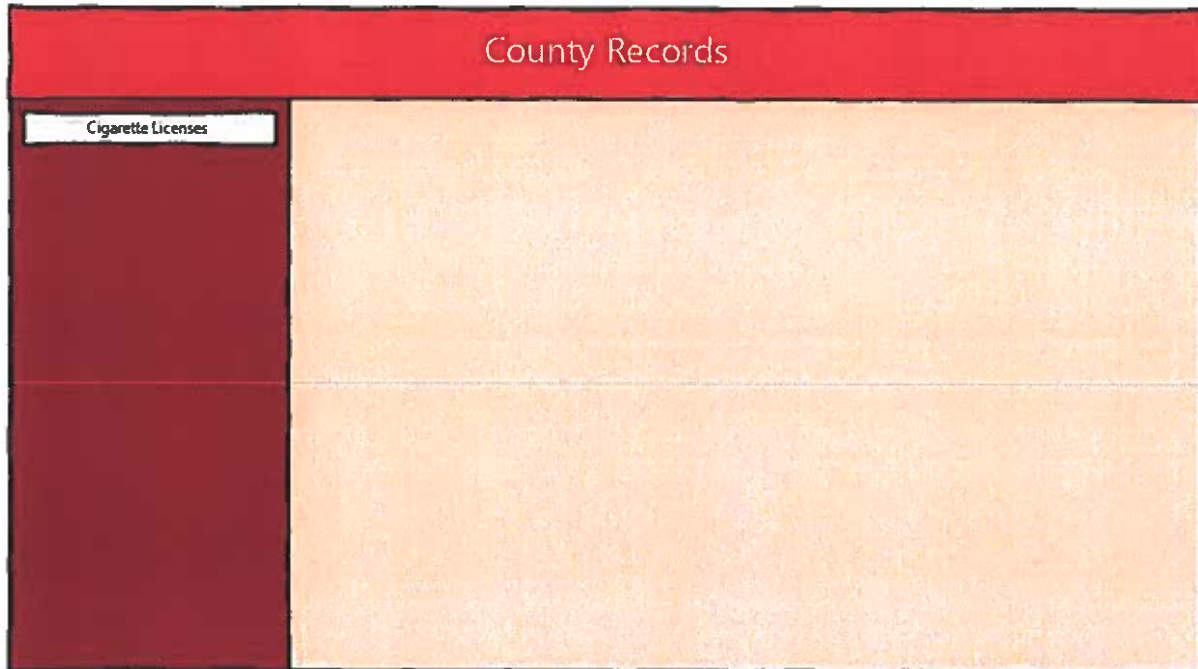
Functional specification

User Retrieval

When information such as an operator's phone number is needed for forms, the currently logged in windows user's information will be used. As an example, if the program needs to fill a "Deputy" field on a cigarette license and the currently logged in windows user is Susan A. Belden, then the program will fill the field with "Susan A. Belden".

County Records

Below is a mockup of what the main menu of County Records will look like upon opening. Further below is a description of all the screens that will be included in County Records as well as any key functionality that will be needed:



Ashtabula County Auditor Cigarette License Management Application Proposal

The operator will be able to click the "Cigarette Licenses" button, which will open a sub menu, like the following mockup:



Each of the buttons that show will represent a different task that needs to be completed to maintain cigarette licenses and each one will open a separate screen dedicated to that task.



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Ashtabula County Auditor Cigarette License Management Application Proposal

Cigarette Dealer Labels

Upon being clicked this button will show a preview of a report identical to the one shown when clicking the current "Cigarette Dealer Labels" button. Below is an example of the entry for a given dealer.

0618

FAMILY DOLLAR STORES OF OHIO INC
dba: FAMILY DOLLAR STORES #24531
500 VOLVO PARKWAY
CHESAPEAKE VA 23320-1604

Settlement Reports

This screen will show all reports that the operator is able to print, like the mockup below:

Report Name		
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> ◀ 2nd Half 2022 ▶ </div>		
Tax Apportionment Statement	View	Print
County Worksheet	View	Print
Twp/Corp Worksheet	View	Print
Retail Tax Summary	View	Print
Retail Tax Detail by District (For Balancing)	View	Print

If the operator clicks the "Print Report" button on each row, the program will print the corresponding reports.

Each of the settlement reports will use the following header format:

Cigarette Tax Settlement {Time Frame} {Run Time}
 {Report Name} {Current Auditor}

Ashtabula County Auditor

Thus, if an operator were to run the "Retail Tax Detail by District" Report with the above depicted selection, on April 24, 2023 at 11:51 AM, the header look like the following:

Cigarette Tax Settlement 2nd Half 2022 Monday, April 24, 2023 11:51:06 AM
Detail By District **David Thomas**
Ashtabula County Auditor



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Each report listed above corresponds to the following reports in the existing auditor program:

- Tax Apportionment Statement
 - Apportionment sheets
- County Worksheet
 - County Worksheet
- Twp/Corp Worksheet
 - Twp/Corp Worksheet
- Retail Tax Summary
 - 2010+ Retail Report
- Retail Tax Detail by District (For Balancing)
 - Detail Report for Balancing

These reports will aim to look as close as possible to the current versions. The details of how these reports will be included in the design specification.



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Monthly Remittance

This screen will replace the "Monthly Report". It will look like the following mockup

The mockup shows a screen with a header bar containing left and right navigation arrows and a date selector set to "May 2022". Below this are two main data sections. The first section, titled "Licenses", displays "Total # 118", "First # 04-001", and "Last # 04-118". The second section, titled "License Fees", displays "Annual \$8,850.00", "Prorated \$0.00", and "Total \$8,850.00". A "Print" button is located at the bottom center of the screen.

Licenses	
Total #	118
First #	04-001
Last #	04-118

License Fees	
Annual	\$8,850.00
Prorated	\$0.00
Total	\$8,850.00

Print

The user will be able to select any month in the past or present, but not any future months.

The screen will update as the operator clicks the back and forward buttons. Upon clicking the print button, the application will fill out a Cig 100 form using the information above, as well as the name of the current operator and print it to the operator's default printer.

When the operator clicks "Print" with the selections above, the program will print the report below:



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Report of Fees Remitted for Cigarette Tax Enforcement

Retail licenses sold for the period from 5/1/2022 to 5/31/2022

This report is used to report fees remitted for the Cigarette Tax Enforcement Act. Please remit check, payable to Ohio Treasurer of State, to the Ohio Department of Taxation, P.O. Box 530, Columbus, OH 43216-0530.

County name Ashtabula Date 5/17/2023

Beginning license number 04-001 Ending license number 04-118

Total number of licenses 118 Amount collected from retail licenses \$14,750.00
(100% of revenue collected from licenses)

Number of annual licenses 118 Amount remitted from annual licenses \$8,850.00
(60% of revenue collected from annual licenses)

Number of prorated licenses 0 Amount remitted from prorated license \$0.00
(60% of revenue collected from prorated licenses)

Check number _____ Total amount remitted from retail licenses \$8,850.00
(60% of revenue collected from annual and prorated licenses)

Prepared by Rockford K. Benson

Title Deputy Auditor Telephone number (440) 576-3786

Description of Fields

All field would be filled with information from the print form above, except in the following cases:

- Number of Annual Licenses/Amount Remitted from Annual Licenses.
 - This is the number of licenses that will last 1 year of time, for which the dealer is charged the full price of the license.
 - The amount remitted will reflect 60% of the total amount collected from annual licenses.
- Number of Prorated licenses
 - This is the number of licenses that will last less than 1 year of time, for which the cigarette dealer is charged a prorated amount for the license.
 - The amount remitted will reflect 60% of the total amount collected from prorated licenses.
- Amount Remitted From retail licenses.
 - This is the total amount collected from licenses within the selected month.
- Date
 - The date the report was printed.
- Prepared by
 - This is the name of the logged in user when printing the report.
- Telephone Number
 - This would always read "(440) 576-3786"



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- Title
 - This would be the Job Title of the logged in user.
- "5/1/2022 to 5/31/2022"
 - This is the start and end date of the month selected from print form
- "Ashtabula"
 - The County where the paperwork is printed, this would not change
- "5/17/2023"
 - The date the report was printed.
- Beginning Licenses



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License Applications

This screen will be responsible for printing applications for new licenses and renewals. Below is a mockup of this screen:

Print All Applications

Print Selected Applications

Print Blank Application

Show Inactive Vendors

Filter

Name	Trade Name	Email	Phone	Print?
Bilicic Busy Mart Inc.	Bilicic Busy Mart Inc.	SpoorManage@Gmail.com	440-812-4599	<input type="checkbox"/>
KWICK MART	KWICK MART Inc.	kwickmartllc@gmail.com	412-699-9223	<input type="checkbox"/>
STAGE RIGHT PRODUCTIONS LLC	Stage Right Productions.	N/A	216-903-9798	<input type="checkbox"/>

The grid will be loaded with all dealers with a currently active license. The filter field will search through all visible fields, as well as the "Doing Business Name" of the dealer in the grid and only show rows that contain the typed value. The grid will be in order of the name column.

Clicking the "Print All Applications" button, will print a renewal application for all dealers listed in the grid. This will print the same introductory letter that is printed today, as well as a filled out Ohio Cig 40.

Clicking "Print Selected Applications" will print a renewal application for all dealers for which the operator has checked the "Print?" checkbox. This will print the same introductory letter that is printed today, as well as a filled out Ohio Cig 40. If the operator has not checked any of the "print?" checkboxes, a message will display informing the operator that they must select at least one application before proceeding.

Clicking the "Print Blank Application" button will print a blank application, this will just print an Ohio Cig 40 form

Everything that is printed from this screen will be printed to the operators default printer.

In the case that the Dealer has 5 or more locations, a specific version of the Ohio Cig 40 form will be printed that will allow for the increased number of locations.



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View/Re-Print License

This screen will be responsible for showing the operator information about current licenses and then printing them. It will look similar to the following mockup:

Filter

Dealers

Name	Trade Name	Email	Phone	Print?
Bilicic Busy Mart Inc.	Bilicic Busy Mart Inc.	SpoorManage@Gmail.com	440-812-4599	<input type="checkbox"/>
KWICK MART	KWICK MART Inc.	kwickmartllc@gmail.com	412-699-9223	<input type="checkbox"/>
STAGE RIGHT PRODUCTIONS LLC	Stage Right Productions.	N/A	216-903-9798	<input type="checkbox"/>

Selected Dealer Locations

Address	Last License Year	Print?
1123 Lake Ave	2022	<input type="checkbox"/>

The grid will be loaded with all dealers with a currently active license. The filter field will search through all visible fields, as well as the "Doing Business Name" of the dealer in the grid and only show vendor rows that contain the typed value. The grid will be in order of the name column.

When the operator selects a row from the vendor grid, the "Selected Vendor Locations" grid will be loaded with all active locations for that vendor.

Checking the vendor "Print?" checkbox will select all active locations for that dealer

Clicking "Print Selected Applications" will print licenses for all locations for which the operator has checked the "Print?" checkbox. If the operator has not checked any of the "print?" checkboxes, a message will display informing the operator that they must select at least one application before proceeding.

Everything that is printed from this screen will be printed to the operator's default printer.



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Cigarette Dealer Management

This screen will be used to Update Cigarette Dealers and their locations and print licenses for dealers. It will look like the mockup below:

Filter	<input type="text"/>	<input type="checkbox"/> Show Inactive Dealer	<input type="button" value="New Vendor"/>	
Name	Trade Name	Email	Phone	
Bilicic Busy Mart Inc.	Bilicic Busy Mart Inc.	SpoorManage@Gmail.com	440-812-4599	<input type="button" value="Manage"/>
KWICK MART	KWICK MART Inc.	kwickmartlc@gmail.com	412-699-9223	<input type="button" value="Manage"/>
STAGE RIGHT PRODUCTIONS LLC	Stage Right Productions.	N/A	216-903-9798	<input type="button" value="Manage"/>

The grid will be loaded with all dealers with a currently active license. The filter field will search through all visible fields, as well as the "Doing Business Name" of the dealer in the grid and only show rows that contain the typed value. If the "Show Inactive Dealers" checkbox is checked the grid will show all dealers regardless of whether they are active.

The grid will be in order of the name column.

The "New Dealer" button will allow the operator to create and print licenses for a new dealer. while the "Manage" button on each row will allow the operator to edit and print licenses for the corresponding dealer.



Ashtabula County Auditor Cigarette License Management Application Proposal

Manage Dealer

This screen will be used to confirm/edit details about a dealer and their locations and then print the appropriate licenses for the dealer. When viewing the dealer's details, it will look like the mockup below:

The screenshot shows a web form for managing dealer information. At the top, there are fields for 'Acct #' (00712) and 'Vendor License #' (7029600). Below these are 'Name' (Pragi 2 LLC) and 'Trade Name' (EASTSIDE DELI MART). A tabbed interface has three tabs: 'Dealer Info' (selected), 'Locations', and 'Officers?'. The 'Dealer Info' section contains fields for 'EIN' (85-3958872) and 'SSN'. It also has sections for 'Official Address' and 'Mailing Address'. The 'Official Address' section includes 'Street' (1340 Fox Den Trail), 'City' (Conneaut), 'State' (Ohio), and 'Zip' (44030). The 'Mailing Address' section includes 'In Care Of' (Paresh Patel), 'Street' (245 E Main), 'Zip' (44030), 'City' (Conneaut), and 'State' (Ohio). Below these are 'Phone' (440-265-2023) and 'Email' fields. A 'Comments' section contains the text '917-363-0122'. At the bottom, there are three buttons: 'Cancel', 'Print Licenses', and 'Save'.

When the operator enters the screen, it will be loaded with the selected dealer's information and the operator will be shown the "Dealer Info" tab as depicted above. The operator may select either of the other two tabs at any time.

Clicking cancel will take the operator back to the Cigarette Dealer Management Screen. If the operator has made changes before clicking cancel a message box will appear asking the operator if they would like to discard their changes. If the operator confirms, their changes will be discarded and they will be shown the Cigarette Dealer Management screen. If the operator does not confirm, they will remain at the current screen.



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If the operator clicks the "Print Licenses" button, they will be taken to the "Print Licenses Screen" described earlier in this document. The screen at this time will only show information on the selected dealer.

Clicking on the "Dealer Info", "Locations" or "Officers" tab, will show the corresponding tab described below.

No changes will be saved until "Save" button is pressed. When the operator does press the save button, all changes will be validated. If there is invalid data entered, the operator will be informed via a pop-up message box. If the data entered validates successfully, the data will be saved and the operator will be returned to the "Cigarette Dealer Management" screen.

Dealer Info Tab

This tab is concerned with the details of the previously selected dealer. It will look like the mockup below:

The mockup shows a web form with three tabs: "Dealer Info", "Locations", and "Officers?". The "Dealer Info" tab is active. The form contains the following fields:

- EIN: 85-3958872
- SSN: [Empty]
- Official Address:
 - Street: 1340 Fox Den Trail
 - City: Conneaut
 - State: Ohio (dropdown)
 - Zip: 44030 - [Empty]
- Mailing Address:
 - In Care Of: Paresh Patel
 - Street: 245 E Main
 - Zip: 44030 - [Empty]
 - City: Conneaut
 - State: Ohio (dropdown)
- Phone: 440-265-2023
- Email: [Empty]
- Comments: 917-363-0122



Ashtabula County Auditor Cigarette License Management Application Proposal

Description of Fields

Below is a brief description of any special handling for the fields depicted above. Unless otherwise specified all fields are editable by the operator and must have a value.

- Acct #
 - Will be generated by the system when the dealer is created. Operator will not be able to edit.
- Vendor License #
 - Number of the dealer's latest vendor license
 - Possible unnecessary? Doesn't seem to appear on any paperwork.
 - must be a 7-digit number.
- EIN
 - Employer ID number
 - Can be blank if SSN is filled.
 - Any value entered must be a 9-digit number.
- SSN
 - Social Security Number.
 - Can be blank if EIN is filled.
 - Any value entered must be a 9-digit number.
- Official Address and Mailing Address fields
 - Zip
 - The first portion must have value.
 - The second portion is optional.
 - State
 - Dropdown contains all 50 US states.
 - Selection must be made.
- Phone
 - Must be a 10-digit phone number.
 - Must have a value if Email does not.
- Email
 - Must be a valid email address.
 - Must have a value if phone does not.
- Comments
 - May be blank.



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Locations

This view will allow the operator to manage the locations that the dealer wishes to have licensed to sell cigarettes. It will look like the following mockup:

Dealer Info			Locations		Officers?		
<div style="border: 1px solid black; display: inline-block; padding: 2px 5px; margin-bottom: 5px;">New Location</div>							
Active	Latest Year Licensed	Last License #	Location#?	Location Name	District	Address	City/State/Zip
<input checked="" type="checkbox"/>	2022	04-121	115		Orwell Village ▼	15 E Main St	Orwell Village ▼ OH 44076
<input checked="" type="checkbox"/>	2022	04-122	116		Jefferson Village ▼	104 S Chestnut St	Orwell Village ▼ OH 44047
<input checked="" type="checkbox"/>	2022	04-123	117		Andover Village ▼	55 Public Sq	Orwell Village ▼ OH 44003
<input checked="" type="checkbox"/>	2022	04-124	119		Conneaut City ▼	381 State St	Orwell Village ▼ OH 44030
<input type="checkbox"/>	2005	04-027	004		Ashtabula City ▼	1123 Lake Ave	Orwell Village ▼ OH 44004

The new location button will add a completely blank location row to the grid.

Description of Fields

Below is a brief description of any special handling for the fields depicted above. Unless otherwise specified all fields are editable by the operator and must have a value.

- **Active**
 - New locations will default to being active.
 - Determines whether to include the location in license printing.
- **Latest Year Licensed**
 - Starts blank.
 - Filled with the latest year that the dealer had a valid license.
 - Operator cannot edit
- **Last License #**
 - Starts blank for new locations.



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- Filled with the latest license # for the location.
- Operator cannot edit.
- Unnecessary?
- Location Name
 - The name of the location to use on the license instead of the taxpayer's name.
 - Optional
- District
 - This dropdown will be filled with all the Municipalities in Ashtabula County.
 - Selection must be made.
- Address
 - No special handling
- City/State/Zip
 - The dropdowns in this column will be filled with a list of all the possible mailing Municipalities. One must be selected.
 - Once the operator has selected a municipality, the two text fields underneath the drop down will fill with the state and zip code of the selected municipality.

Officers

Below is a mockup of how this tab will look.

The mockup shows a tabbed interface with three tabs: "Dealer Info", "Locations", and "Officers". The "Officers" tab is active. Below the tabs are two buttons: "Add Officer" and "Remove Officer". Below the buttons is a table with two columns: "Name" and "Title". The "Name" column contains the text "Sharon L Demshar". The "Title" column contains a dropdown menu with "President" selected and a downward arrow.

Name	Title
Sharon L Demshar	President

If the operator clicks the "Add Officer" button, a blank row will be added to the grid.

If the operator clicks the "Remove Officer" button, the currently selected officer will be removed.



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Description of Fields

- **Name**
 - Name of the relevant officer
 - Non-optional field
- **Title**
 - Drop down will be filled with the following list:
 - President
 - Vice President
 - Secretary
 - Treasurer
 - Officer
 - C.E.O.
 - Partner
 - Owner
 - Will default to partner



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System settings

This screen will look like the following mockup.

Current Tax Settlement Half

2nd Half 2022

Current License Year

2023

Next License # to be issued 04-044

Due Date for New Cigarette Licenses 5/22/2023

New License Cost \$125.00 Minimum Cost \$25.00

Import New Cig-40 Import New Cig-100

Save

All fields will be loaded from data when the operator opens the screen.

When clicking the "Save" button, the operator will be asked to confirm their entries. If they choose to confirm their entries, the data will be saved, otherwise they will not be saved. Once a save operation has successfully completed, a popup informing the user that the save was successful will show.

The "Import New Cig-40" and "Import new Cig-100" buttons will both open a new window that will require the operator to select a PDF file. This PDF will be used when printing these forms from elsewhere in the program.

Description of Fields

- Next License # to be issued.
 - Must be a 5-digit number starting with "04".
 - Will be formatted as "NN-NNN".
 - May not be blank/
- Due Date for New Cigarette Licenses
 - Must be in the future or today.
- New License cost
 - Must not be blank.



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- Must be above \$0.00.
- Minimum Cost
 - Must not be blank.
 - Must be above \$0.00.

Remove Licenses

This screen is meant to allow the operator to view all issued licenses and remove the latest license if necessary. It will look like the following mock-up:

License Number	Date Assigned	Assigning Deputy	Vendor	Address
04-032	02/22/2023	Susan A. Belden	Billicic Busy Mart Inc.	5218 Township RD Geneva Ohio 44041
04-031	02/22/2023	Susan A. Belden	Smoker 2 Nation LLC.	1907 Beaver Dm Rd Rock Creek Ohio 44084
04-030	02/22/2023	Susan A. Belden	Kwik Mart	1123 Lake Ave Ashtabula Ohio 44004

Delete Last License

The grid will be loaded with the last 10 licenses created in the order they were created. If the operator clicks the "Delete Last License Button", the first license in the grid will be deleted. In the case depicted above, the license numbered "04-032 would be deleted



Ashtabula County Auditor Cigarette License Management Application Proposal

Terms

Upon receiving notification from Maranatha that the program is ready for external validation, Project Leaders will assess it based on the provided specifications. They will inform Maranatha of any issues with the program causing it not to meet those specifications. If no such notification is received within 2 weeks (14 calendar days), the project will be considered acceptable, and payment will be due.

If the Project Leaders report such an issue, Maranatha will correct it and inform the Project Leaders. The Project Leaders will have an additional week (7 calendar days) from notification to identify any further such issues and notify Maranatha before the project is considered acceptable, and payment becomes due.

The support phase begins upon payment and lasts for 365 days. Any issues with the program causing it not to meet the provided specifications will be corrected free of charge during this period. Any other issues will not be supported.

Payment will be past due 30 days after payment becomes due.



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FISCAL OFFICER'S CERTIFICATE

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County under the Agreement has been lawfully appropriated for that purpose, free from any previous encumbrances, and is in the Treasury of the County or in the process of collection to the credit of:

not to exceed \$5,000.00

DocuSigned by:



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David Thomas, Ashtabula County Auditor