

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: MINUTES OF MEETING HELD OCTOBER 7, 1985.

PRESENT: PRESIDENT PRO TEM, HOLMES R. SHAVER  
COMMISSIONER, LEWIS E. GUINN

At 9:00 Daily Business was the first order of Business by the signing of Purchase Orders and Invoices.

At 11:30 the Commission upon its own motions agreed to go out for bid to request for Insurance Coverage through a legal advertisement which will appear in both The Parkersburg News and The Parkersburg Sentinel. The sealed bids will be opened at 2:00 Monday December 2, 1985.

At 3:00 upon a motion made by Commissioner Lewis E. Guinn and seconded by President Holmes R. Shaver acting as President Pro Tem signed two agreements with Meptor to provide Customer Support Service on the following licensed software: Public Payroll/Personnel System and Public Budgetary Accounting System.

Having no futher Business or appointments the Commission adjourned at 4:00

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY

  
PRESIDENT PRO TEM, HOLMES R. SHAVER

  
COMMISSIONER, LEWIS E. GUINN

OCTOBER 7, 1985

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

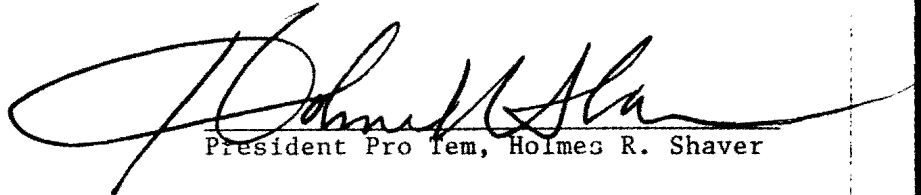
IN RE: MAINTENANCE AGREEMENTS WITH MENTOR TO PROVIDE  
CUSTOMER SUPPORT STARTING OCTOBER 31, 1985.

Upon a motion made by Commissioner Lewis E. Guinn and seconded by President Pro Tem Holmes R. Shaver. Holmes R. Shaver acting as President Pro Tem signed two agreements with Mentor to provide Customer Support Service on the following licensed software: Public Payroll/Personnel System and Public Budgetary Accounting System. Both of these agreements will commence on October 31, 1985, and will run for 12 months.

A copy of each agreement is attached and made a part of this record.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY

  
President Pro Tem, Holmes R. Shaver

  
Commissioner, Lewis E. Guinn

OCTOBER 7, 1985

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: REQUEST PROPOSALS FOR INSURANCE COVERAGE  
THROUGH A LEGAL ADVERTISEMENT WHICH WILL  
APPEAR IN THE PARKERSBURG NEWS AND THE  
PARKERSBURG SENTINEL.

On this date, the County Commission of Wood County, upon its own motion, agreed to go out for bid to request proposals for Insurance Coverage through a legal advertisement which will appear in both The Parkersburg News and The Parkersburg Sentinel on October 8, and 14, 1985.

Specifications, instructions to bidders, and standard form of proposal for use in quoting insurance is on file in, and may be obtained from, the County Administrator, Mary Rader, Room 205, Wood County Courthouse.

The date set by the Commission for opening the sealed bids is 2:00 p.m., Monday, December 2, 1985.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY

  
PRESIDENT PRO TEM, HOLMES R. SHAVER

  
COMMISSIONER, LEWIS E. GUINN

## MENTOR CUSTOMER SUPPORT AGREEMENT

This AGREEMENT, made and entered into this 27th day of September 1985, by and between MENTOR SYSTEMS, INC., a Kentucky corporation, hereinafter referred to as "MENTOR" and Wood County Commission (WOODCO01), hereinafter referred to as "CUSTOMER".

1. CUSTOMER hereby orders and MENTOR hereby agrees to provide Customer Support on the following Licensed Software according to the terms and conditions herein:

Licensed Software: Public Budgetary Accounting System

Support Commencement Date: October 31, 1985

Customer Support Fees: \$510.00

2. This contract will remain in force for 12 months from the Support Commencement Date and will then be automatically extended for annual periods at then current fees. The CUSTOMER can terminate this Agreement at the end of any annual support period by returning the invoice without payment. (See paragraph 5 of this Agreement).
3. MENTOR will provide Customer Support via the Mentor telephone HELPLINE and by mail during MENTOR's normal working hours on a first-in, first-out basis. Customer Support services provided under this Agreement include:
  - A. Clarification of the installation and operating instructions contained in the documentation delivered with the Licensed Software.
  - B. Limited Assistance for system installation and implementation.
  - C. Program maintenance for verified Licensed Software defects.
  - D. Licensed Software upgrading to currently marketed Version and Modification Level.

MENTOR will take due care in responding to each Customer Support call to assure that CUSTOMER is making proper use of the Licensed Software, that the Licensed Software is operating properly, and if necessary, to research and locate program defects based upon information provided by CUSTOMER.

MENTOR will use its best efforts to locate and correct any identified program defects, but does not guarantee service results or warrant that all defects will be corrected.

4. MENTOR expressly excludes the following services from the services to be provided under this Agreement:
  - A. System Configuration and Implementation
  - B. Operator Training
  - C. Licensed Software Modifications and/or Enhancements

D. On-Site Training and Customer Assistance

E. Operator Training Classes

F. Support of any Licensed Software Other Than the One Indicated Herein

5. Payment, in full, of the Customer Support Fee shown above must accompany this Agreement and be received by MENTOR prior to Commencement of Service under this Agreement. An invoice for the applicable Customer Support Fee will be submitted by MENTOR to CUSTOMER prior to the termination date. To cancel the annual renewal, CUSTOMER must return the invoice indicating intent to discontinue.

CUSTOMER also agrees to pay normal charges for media, postage and handling necessary to provide maintenance information and/or program code.

6. MENTOR's liability for damages to the CUSTOMER for any cause whatsoever, and regardless of the form of actions, whether in contract or in tort including negligence, shall be limited to any actual charges incurred for up to twelve months' service charges for the Licensed Software indicated above. Such charges shall be those in effect for the system when the cause of action arose.

In no event will MENTOR be liable for any damages caused by the CUSTOMER's failure to perform the CUSTOMER's responsibilities, or for any lost revenues or other consequential damages, even if MENTOR has been advised of the possibility of such damages, or for any claim against the CUSTOMER by any party.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. This Agreement is not assignable. None of the services granted hereunder nor any of the Licensed Software materials or copies thereof may be sub-licensed, assigned or transferred by the CUSTOMER. Any attempt to sub-license, assign or transfer any of the rights, duties or obligations under this Agreement is void.
8. The terms and conditions of this Agreement may be modified by MENTOR effective on the date of automatic renewal by providing the CUSTOMER with one month's prior written notice. Any such modification will apply unless the CUSTOMER exercises the option to terminate this Agreement. Otherwise, this Agreement can only be modified by a written Agreement duly signed by a person authorized to sign agreements on behalf of the CUSTOMER and of MENTOR and variance from the terms and conditions of this Agreement in any CUSTOMER order or other modification will be of no effect.
9. The CUSTOMER represents that he is the Licensee of the system under this Agreement via a valid License Agreement effected directly with MENTOR or through IBM.
10. MENTOR's services provided outside the scope of this Agreement will be furnished at MENTOR's applicable time and material rates and terms then in effect.
11. MENTOR is not responsible for failure to fulfill its obligations under this Agreement due to causes beyond its control.

- 12. No actions, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of actions has arisen, or in the area of nonpayment, more than two years from the date of the last payment.
- 13. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the Commonwealth of Kentucky.

It is mutually understood and agreed that this Agreement shall be governed by the laws of the Commonwealth of Kentucky, both as to interpretation and performance.

- 14. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision that is held to be invalid.

CUSTOMER agrees that should it default in any of the covenants or agreements contained herein, CUSTOMER shall pay all costs and expenses including a reasonable attorney's fee which may arise or accrue from enforcing this Agreement, whether pursued by filing suit or otherwise, or whether such costs and expenses are incurred with or without suit or before or after judgment.

- 15. THE CUSTOMER ACKNOWLEDGES THAT HE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE CUSTOMER AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN PARTIES WHICH SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

Accepted by:

MENTOR SYSTEMS, INC.

CUSTOMER Wood County Commission

AUTHORIZED SIGNATURE 

NAME (TYPE OR PRINT) Holmes R. Shaver

TITLE President Pro Tem DATE October 7, 1983

TELEPHONE NUMBER (304) - 424 - 1976

DATE

## MENTOR CUSTOMER SUPPORT AGREEMENT

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1. CUSTOMER hereby orders and MENTOR hereby agrees to provide Customer Support on the following Licensed Software according to the terms and conditions herein:

Licensed Software: Public Payroll/Personnel System

Support Commencement Date: October 31, 1985

Customer Support Fees: \$200.00

2. This contract will remain in force for 12 months from the Support Commencement date and will then be automatically extended for annual periods at then current fees. The CUSTOMER can terminate this Agreement at the end of any annual support period by returning the invoice without payment. (See paragraph 5 of this Agreement).
3. MENTOR will provide Customer Support via the Mentor telephone HELPLINE and by mail during MENTOR's normal working hours on a first-in, first-out basis. Customer Support services provided under this Agreement include:
  - A. Clarification of the installation and operating instructions contained in the documentation delivered with the Licensed Software.
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  - C. Program maintenance for verified Licensed Software defects.
  - D. Licensed Software upgrading to currently marketed Version and Modification Level.

MENTOR will take due care in responding to each Customer Support call to assure that CUSTOMER is making proper use of the Licensed Software, that the Licensed Software is operating properly, and if necessary, to research and locate program defects based upon information provided by CUSTOMER.

MENTOR will use its best efforts to locate and correct any identified program defects, but does not guarantee service results or warrant that all defects will be corrected.

4. MENTOR expressly excludes the following services from the services to be provided under this Agreement:
  - A. System Configuration and Implementation
  - B. Operator Training
  - C. Licensed Software Modifications and/or Enhancements

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- F. Support of any Licensed Software Other Than the One Indicated Herein

5. Payment, in full, of the Customer Support Fee shown above must accompany this Agreement and be received by MENTOR prior to Commencement of Service under this Agreement. An invoice for the applicable Customer Support Fee will be submitted by MENTOR to CUSTOMER prior to the termination date. To cancel the annual renewal, CUSTOMER must return the invoice indicating intent to discontinue.

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6. MENTOR's liability for damages to the CUSTOMER for any cause whatsoever, and regardless of the form of actions, whether in contract or in tort including negligence, shall be limited to any actual charges incurred for up to twelve months' service charges for the Licensed Software indicated above. Such charges shall be those in effect for the system when the cause of action arose.

In no event will MENTOR be liable for any damages caused by the CUSTOMER's failure to perform the CUSTOMER's responsibilities, or for any lost revenues or other consequential damages, even if MENTOR has been advised of the possibility of such damages, or for any claim against the CUSTOMER by any party.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. This Agreement is not assignable. None of the services granted hereunder nor any of the Licensed Software materials or copies thereof may be sub-licensed, assigned or transferred by the CUSTOMER. Any attempt to sub-license, assign or transfer any of the rights, duties or obligations under this Agreement is void.
8. The terms and conditions of this Agreement may be modified by MENTOR effective on the date of automatic renewal by providing the CUSTOMER with one month's prior written notice. Any such modification will apply unless the CUSTOMER exercises the option to terminate this Agreement. Otherwise, this Agreement can only be modified by a written Agreement duly signed by a person authorized to sign agreements on behalf of the CUSTOMER and of MENTOR and variance from the terms and conditions of this Agreement in any CUSTOMER order or other modification will be of no effect.
9. The CUSTOMER represents that he is the Licensee of the system under this Agreement via a valid License Agreement effected directly with MENTOR or through IBM.
10. MENTOR's services provided outside the scope of this Agreement will be furnished at MENTOR's applicable time and material rates and terms then in effect.
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- 12. No actions, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of actions has arisen, or in the area of nonpayment, more than two years from the date of the last payment.
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CUSTOMER agrees that should it default in any of the covenants or agreements contained herein, CUSTOMER shall pay all costs and expenses including a reasonable attorney's fee which may arise or accrue from enforcing this Agreement, whether pursued by filing suit or otherwise, or whether such costs and expenses are incurred with or without suit or before or after judgment.

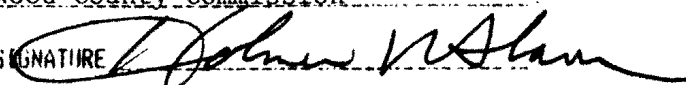
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CUSTOMER Wood County Commission

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NAME (TYPE OR PRINT) Holmes R. Shaver

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