

SOFTWARE USE
MEMORANDUM OF UNDERSTANDING

This MOU is made on the date set forth below by and between the Board of Commissioners of Lorain County and _____, hereafter referred to as "User"

Whereas, Lorain County is entering into an Agreement with Tyler Technologies to install updated Computer Aided Dispatch (CAD), Record Management System (RMS), Mobile Computing Platform (MCP) and all software and hardware for use by the County 9-1-1, listed in Addendum 1, in order to better accommodate services for those Users who access the County 9-1-1 system for emergency service calls; and

Whereas, Lorain County is incurring the cost of installation of the Tyler Technologies software solution, but there will be continuing maintenance costs to be shared by Users; and

Whereas, Users intend to participate in and access the use of said system through the County 9-1-1 system to assist Users through data transmission to coordinate dispatching and the delivery of emergency services; and

Whereas, each Department participating in the MOU are responsible for their own data migration; and

Whereas, in order to provide continuity and stability, as well as justify the expense necessary for installation of the new software, the County needs assurance of User's commitment.

Therefore, IN CONSIDERATION OF, the mutual covenants and promises herein contained, County and User agree as follows:

- I. Lorain County agrees to purchase and install updated software for the 9-1-1 system pursuant to the attached Standard Software License and Service Agreement with Tyler Technologies,
- II. Lorain County agrees to make the Tyler Technologies software system available for use in assisting Users in data transmission to coordinate dispatching and the delivery of emergency services.
- III. User agrees to use the service of 9-1-1 for assistance in data transmission for the coordination of dispatching and the delivery of emergency services response for the entirety of the term of this MOU.
- IV. This MOU shall be in effect beginning on January 1, 2022 and ending on December 31, 2022.
- V. User agrees to comply with terms and conditions of the Tyler Technologies Agreement and not knowingly commit any act to cause violation of that agreement.
- VI. Parties agree to share in maintenance expenses for software and servers used by County 9-1-1 for Tyler Technologies software as follows;
 - a. Maintenance will be paid by shared Users in accordance with a payment determination created by Lorain County. This determination is based on workstations and modules utilized.
 - b. The share will be determined based upon a rolling average of the previous 12 months. Each user shall provide Lorain County with an annual verification of the number of workstations.

- c. Each User shall pay its share within 45 days of receipt of Lorain County's written statement.
- VII. Lorain County will maintain all primary server equipment used for the purpose of hosting the Tyler Technologies Public Safety System
- VIII. Lorain County will maintain all backup server equipment used for the purpose of hosting the Tyler Technologies Public Safety System.
- IX. Lorain County will maintain and install hardware and software updates.
- X. Users will have administrative access control to their own data settings for their employees and for the purpose of what other agencies can view, copy or print.
- XI. Lorain County will maintain and run anti-virus software on servers and hardware. Users will be responsible for maintaining anti-virus software, reasonably current security patches, and versions of OS required by the more stringent of either federal/state requirements or supported software on all systems that communicate and are part of the Tyler Technologies software solution.
- XII. The Lorain County system is a shared system and Users who engage with the Lorain County system shall engage with intent to mitigate the burden of cost and intent to share with any and all agencies both current and future. Each User shall remain the owner of its own data and shall be responsible for safeguarding and protecting sensitive data as well as communicating to its respective agencies should it decide to exclude data for safety purposes and to inform such agencies as to the required process for accessing or requesting records.
- XIII. User will implement its own training for the CAD, RMS, and MCP programs and any and all software and hardware products associated with them. Users will ensure that personnel are appropriately trained to operate such programs.
- XIV. User will assume all responsibility for, and shall act with due diligence concerning, the release and dissemination of 9-1-1 records and documentation. The User recognizes its responsibilities to fully comply with all affirmative and negative responsibilities under Ohio's sunshine law.

Witness the signature below of an Official of the BOARD OF COMMISSIONERS, who by signing hereunder represents and acknowledges that he/she has been duly authorized through appropriately enacted legislation to sign on behalf of the same.

LORAIN COUNTY BOARD OF COMMISSIONERS

"County"

By: _____

Date: _____

1-19-22

USER

By: _____

Date: _____