

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE LORAIN COUNTY BOARD OF COMMISSIONERS FOR THE INSTALLATION OF UPDATED COMPUTER AIDED DISPATCH, RECORD MANAGEMENT SYSTEM, AND MOBILE COMPUTING PLATFORM AND DECLARING AN EMERGENCY.

WHEREAS, the City of Avon Lake desires to enter into a Memorandum of Understanding with the Lorain County Board of Commissioners for Computer Aided Dispatch (CAD), Record Management System (RMS), and Mobile Computing Platform (MCP); and

WHEREAS, Lorain County has entered into an agreement with Tyler Technologies for the installation of updated Computer Aided Dispatch (CAD), Record Management System (RMS), Mobile Computing Platform (MCP) and all software and hardware for use by the County 911 system that will be used by the Avon Lake Police Department and Avon Lake Fire Department; and

WHEREAS, the Lorain County Board of Commissioners agree to share in the annual maintenance costs for the software and servers used by County 9-1-1 for Tyler Technologies software and will separately invoice the Avon Lake Police Department and Avon Lake Fire Department for their respective share.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF
THE CITY OF AVON LAKE, STATE OF OHIO:

Section No. 1: That the Mayor is hereby authorized to enter into a Memorandum of Understanding with the Lorain County Board of Commissioners (Exhibit A).

Section No. 2: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees which resulted in such formal actions, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section No. 3: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity of fulfilling the terms of the Memorandum of Understanding, thus for the health, safety, and welfare of the public. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

1st reading: 5/22/2023
2nd reading: 6/12/2023
3rd reading:

PASSED: 6/26/2023

/s/ Martin E. O'Donnell

President of Council

POSTED: 6/30/2023

APPROVED: 6/27/2023

ATTEST: /s/ Valerie E. Rosmarin

Clerk of Council

/s/ Gregory J. Zilka

Mayor

SOFTWARE USE AGREEMENT
BETWEEN
THE BOARD OF COMMISSIONERS OF LORAIN COUNTY
AND

This Software Use Agreement (this “Agreement”) is made on the date set forth below by and between the Board of Commissioners of Lorain County (the “County”) and _____, hereafter referred to as “User”.

Whereas, the 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, the County shall incur the cost of installation of the Tyler Technologies software solution, the continuing maintenance costs shall be shared by the County and 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/User participating in this Agreement is responsible for its 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 to the terms and conditions of this Agreement;

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

1. 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,
2. County agrees to make the Tyler Technologies software system available for use in assisting User in data transmission to coordinate dispatching and the delivery of emergency services.
3. 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 Agreement.

4. This Agreement shall be in effect beginning on January 1, 2023 and shall terminate on December 31, 2023.
5. 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. The parties further 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 all Users that are signatories to this Agreement in accordance with a payment determination created by the County. This determination is based on workstations and modules accessed.
 - b. The share will be determined based upon a rolling average of the previous 12 months.
 - c. The County will perform a yearly assessment and subsequent redistribution based on the number of workstations accessing the system by each User.
 - d. User shall pay its share of the required amount within 120 days of receipt of the County's written statement.
 - e. Upon failure of User to pay the full due for maintenance as depicted in this subsection in addition to any late payments that have accrued, the County shall terminate User's access to the system until such time as User makes full payment of both the entirety of the unpaid maintenance costs and the late payment.
6. The County will maintain all primary server equipment used for the purpose of hosting the Tyler Technologies Public Safety System.
7. The County will maintain all backup server equipment used for the purpose of hosting the Tyler Technologies Public Safety System.
8. The County will maintain and install hardware and software updates.
9. User will have administrative access control to its own data settings for its employees and for the purpose of what other agencies can view, copy or print.
10. The County will maintain and run anti-virus software on servers and hardware. User 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.

11. The County system is a shared system and Users who engage with the 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.
12. User will implement its own training for the CAD, RMS, and MCP programs and any and all software and hardware products associated with them. User will ensure that its personnel are appropriately trained to operate such programs. Furthermore, User agrees that daily operational requests, i.e. password resets, permissions, user roles, etc., will be handled internally and are not the responsibility of the County.
13. 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 _____, 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: _____

USER

By: _____ Date: _____