

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE BOARD OF COUNTY COMMISSIONERS  
AND THE SHERIFF'S DEPARTMENT**

**THIS MEMORANDUM OF UNDERSTANDING** for Standard Software License And Service Agreement dated this \_\_\_\_ day of April, 2018, by and between the Indian River County Board of County Commissioners (County), a political subdivision of the State of Florida, whose address is 1801 27<sup>th</sup> Street, Vero Beach, Florida 32960, and the Indian River County Sheriff's Office (Sheriff) whose address is 4055 41<sup>st</sup> Street, Vero Beach, Florida 32960, do hereby agree as follows:

**WITNESSETH:**

**WHEREAS**, on March 29, 2005 the County approved a Contract for Standard Software License and Service Agreement (Agreement) with New World Systems Corporation for an integrated public safety information system for Fire/Rescue services; and

**WHEREAS**, the Agreement also provided for the Sheriff's dispatch records, jail software and enhanced 911 capabilities; and

**WHEREAS**, the Agreement included a 5-year maintenance provision, which has been extended by the Sheriff, and

**WHEREAS**, New World Systems Corporation, now known as Tyler Technologies, Inc., (Tyler) has provided updated software, associated hardware, training and support of the system package since 2005; and

**WHEREAS**, the Sheriff's annual maintenance, support and upgrades make up the bulk of the system package and the annual Fire/Rescue portion for maintenance, mapping and data analysis functions normally equate to approximately ten percent of the annual system package maintenance, support and training costs; and

**WHEREAS**, the parties desire to enter into this Memorandum of Understanding so as to set forth each party's respective duties concerning the Agreement and their financial responsibilities thereto.

**NOW, THEREFORE**, for valuable consideration of which the parties mutually agree is adequate and sufficient, it therefore is agreed as follows:

1. The above Whereas clauses are incorporated by reference into this agreement.
2. Each party agrees to pay its fair share of the annual cost associated with the maintenance of the software, hardware, training and support related to the system package for the Agreement.

3. Upon receipt of the annual bill for the maintenance of the system package, the parties shall meet and agree upon the County's fair share for the maintenance of the system package and the County shall remit its fair share to the Sheriff's Department within 30 days of receipt of the annual bill.
4. In the event of a disagreement between the parties, the Director of Emergency Services or his designee and the Sheriff or his designee, shall meet in an effort to resolve any disagreements and/or discrepancies related to the bill.
5. In the event the Sheriff chooses to terminate the agreement with Tyler, the County shall be given 90-days' notice of the termination. The Sheriff shall include the Director of Emergency Services in the drafting, review and negotiations of a Request for Proposals or Request for Qualifications for a new 911 services agreement with another vendor or vendors.
6. Upon termination of the agreement with Tyler Technologies, this Memorandum of Understanding shall terminate also.

**IN WITNESS WHEREOF** the undersigned hereby agreed to the terms of this Memorandum of Understanding as evidenced by their signatures below.

ATTEST: Jeffrey R. Smith, Clerk of Court,  
and Comptroller

BOARD OF COUNTY COMMISSIONERS OF  
INDIAN RIVER COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Peter D. O'Bryan, Chairman

Approved by BCC: April \_\_\_\_, 2018.

Approved:

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Jason E. Brown, County Administrator

  
\_\_\_\_\_  
William K. DeBraal, County Attorney

INDIAN RIVER COUNTY SHERIFF'S OFFICE

By: \_\_\_\_\_  
Deryl Loar, Sheriff

**Approved by Sheriff:** \_\_\_\_\_, 2018

**Approved as to form and legal sufficiency:**

\_\_\_\_\_  
Jim Harpring, Undersheriff