

RESOLUTION APPROVING COLLABORATIVE FUNDING AGREEMENT BY AND BETWEEN THE ASHTABULA COUNTY DATA BOARD AND THE ASHTABULA COUNTY COMMISSIONERS FOR A PERCENTAGE OF THE COST OF THE FINANCIAL MANAGEMENT, PAYROLL & HUMAN RESOURCES AND ESUITE SOFTWARE AND SERVICES FROM TYLER TECHNOLOGIES AKA NEW WORLD SYSTEMS CORPORATION

WHEREAS, an Agreement has been presented for the approval of the Board, to-wit:

Scope: To provide public offices with efficient and economical access to Financial Management, Payroll & Human Resources and eSuite Software and Services

Parties: Ashtabula County Data Board, 25 West Jefferson St., Jefferson, OH 44047
Ashtabula County Commissioners, 25 West Jefferson St., Jefferson, OH 44047
Tyler Technologies (aka New World), P.O. Box 203556, Dallas, TX 75320-3556

Cost: 50% of the maintenance costs associated with the New World System, pursuant to the terms of the Agreement

Term: Effective upon signing of the agreement and shall remain in effect until terminated as provided in this Agreement; now

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

BE IT FURTHER RESOLVED that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2025-273

June 10, 2025

RESOLUTION APPROVING COLLABORATIVE FUNDING AGREEMENT BY AND BETWEEN THE ASHTABULA COUNTY DATA BOARD AND THE ASHTABULA COUNTY COMMISSIONERS FOR A PERCENTAGE OF THE COST OF THE FINANCIAL MANAGEMENT, PAYROLL & HUMAN RESOURCES AND ESUITE SOFTWARE AND SERVICES FROM TYLER TECHNOLOGIES AKA NEW WORLD SYSTEMS CORPORATION


Upon the motion of Casey R. Kozlowski, seconded by Kathryn L. Whittington.

VOTE:

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


Crystal Sturgill, Clerk of the Board *Acting*
Board of County Commissioners
Ashtabula County, Ohio

COLLABORATIVE FUNDING AGREEMENT BY AND BETWEEN THE ASHTABULA COUNTY DATA BOARD AND THE ASHTABULA COUNTY COMMISSIONERS FOR A PERCENTAGE OF THE COST OF THE FINANCIAL MANAGEMENT, PAYROLL & HUMAN RESOURCES AND ESUITE SOFTWARE AND SERVICES FROM NEW WORLD SYSTEMS CORPORATION

WHEREAS, in 2007, the Ashtabula County Commissioners, Courthouse Complex, Engineers Office, Ash. Co. Job and Family Services, MR/DD, Children Services, Ash. Co. Nursing and Rehabilitation Center, Health Dept. and the Mental Health and Recovery Services offices, joined together to collectively purchase and use Financial Management, Payroll & Human Resources and eSuite Software and Services from New World Systems Corp (see Commissioner Resolution 2008-149); and

WHEREAS, several of those offices/agencies voluntarily agreed to contribute payment toward ongoing maintenance of that system in the following percentages (not to exceed a total cost of \$40,000 for the first year):

Engineer: 4.14%	ACDJFS: 12.63%	Board of DD: 10.25%
Children Services: 8.78%	Nursing Home: 8.84%	Health Dept.: 2.45%
MHRS: 2.91%	Ashtabula County: 50%	

WHEREAS, the named entities continue to use the system as of this date; and

WHEREAS, the cost of system maintenance continues to increase, but there are no percentage changes proposed at this time; and

WHEREAS, the Ashtabula County Commissioners ("AGENCY"), desires to contribute 50% to the maintenance costs associated with the New World System, pursuant to the terms of this Agreement.

NOW, THEREFORE, DATA BOARD and AGENCY do mutually agree as follows:

I. DATA BOARD and AGENCY recognize that the objective of New World is to provide public offices with efficient and economical access to Financial Management, Payroll & Human Resources and eSuite Software and Services. DATA BOARD and AGENCY agree to use their best efforts to cooperate in this endeavor; and it is intended that this New World Agreement be construed in a manner to best attain that objective. New World Agreement does not involve a sale of goods under Ohio law; and DATA BOARD and AGENCY agree that Ohio Revised Code Chapter 1302 does not apply to this Agreement.

II. DATA BOARD OBLIGATIONS

A. Generally

All DATA BOARD obligations to AGENCY concerning New World are represented in this Agreement. AGENCY understands that while New World is designed to have the likely effect of reducing clerical costs related to financial management and accounting, DATA BOARD make no representations or warranties, express or implied that reduced costs or other savings will result, or that any other improvements in performance will result. Furthermore, this Agreement does not modify or otherwise affect the duties imposed by law upon DATA BOARD or AGENCY.

B. Computer Software

DATA BOARD will permit AGENCY to use the Software and the associated documentation known as Tyler Technologies (aka New World), the Ashtabula County IT Services Department/Auditors Office will provide (copies of all Software/access links/passwords), necessary for AGENCY to participate in New World.

Installation, Training and User Manuals

The Ashtabula County Auditor's office will provide training and user manuals as it deems appropriate during the term of this Agreement.

C. Additional Assistance/ Cost

In the event it is mutually agreed between the DATA BOARD or its representative and the legislative authority of the AGENCY, that additional assistance is needed by the AGENCY and/or its staff, the scope of the assistance and the associated cost shall be agreed to in writing prior to or within 30 days of the start of the provision of the assistance.

III. AGENCY OBLIGATIONS

AGENCY obligations are represented in this Agreement as well as in any administrative rules which DATA BOARD may later adopt.

A. Computer Hardware

AGENCY agrees to provide the computer hardware necessary to access the New World system.

B. Computer Software

1. AGENCY agrees that all Software provided by DATA BOARD to the AGENCY and authorized designees of the AGENCY shall be used only for the purposes of serving the needs of the AGENCY to meet the requirements of New World.

2. AGENCY agrees to make only one archival copy of the Software provided by the DATA BOARD. This copy shall be made for backup purposes only. AGENCY shall not otherwise copy or duplicate any Software or program documentation provided by DATA BOARD, and shall maintain adequate security measures to safeguard the Software against unauthorized access, copying or duplication. AGENCY shall also ensure that its AGENCY Fiscal Officer, employees and authorized designee(s) comply with such confidentiality and non-disclosure obligations as are required. Local Government shall notify DATA BOARD within three (3) business days if it knows or has reason to know of any unauthorized access, copying, duplication or use of the whole or any part of any Software provided by DATA BOARD. AGENCY agrees to be bound by the terms and conditions of any license agreement for the Software.

3. AGENCY recognizes that it does not own the software provided by DATA BOARD and that it has only a right of limited use. The AGENCY will not attempt to modify the Software, decompile or disassemble the object code version thereof, nor to install the Software in any other computer system. AGENCY also agrees that it will keep confidential and not disclose, display, impart, divulge or otherwise reveal the contents of the Software to any third party who does not need to obtain access in the official business of the AGENCY.

4. AGENCY agrees to incorporate in the Software provided by DATA BOARD all updates, enhancements and modifications issued by DATA BOARD. AGENCY shall not permit anyone other than the authorized representatives of DATA BOARD to change or alter, in any way, any Software provided by DATA BOARD.

C. Reporting

AGENCY agrees that it will, as prescribed by DATA BOARD and pursuant to instructions from DATA BOARD, transmit a copy of its data to the DATA BOARD. AGENCY will also provide all information DATA BOARD may from time to time request in order to permit DATA BOARD to assure the uninterrupted performance and operation of New World.

D. User Agreement

AGENCY agrees that it shall require the AGENCY Fiscal Officer, and any other authorized designee(s), before using New World, to execute the User Agreements on forms provided.

IV. USER FEES

A. Amount

AGENCY agrees to pay into the County, on a yearly basis, a user maintenance fee based on the Fee Schedule previously verbally agreed upon.

B. Frequency and Method of Payment

Annual payments of User Maintenance Fees will be due in June without the necessity of further demand for payment by DATA BOARD. All payments shall be made payable to Ashtabula County Commissioners, and made via fund to fund transfer or mailed by the AGENCY to: Ashtabula County Commissioners, Attn: Accounts Payable/Receivable, 25 West Jefferson St., Jefferson, OH 44047.

V. TERM AND TERMINATION

A. Term

This NEW WORLD Agreement is effective upon execution of this agreement and shall remain in effect until terminated as provided in this Agreement.

B. Termination

Either party may terminate this Agreement after twelve (12) months, after giving the other party ninety (90) days' written notice.

C. Liability After Termination

Following the effective date of termination, this Agreement shall be of no further force or effect except that AGENCY shall remain liable for any of its obligations or liabilities arising from activities carried on by it hereunder prior to the effective date of termination of this Agreement.

VI. MISCELLANEOUS

A. Entire Agreement; Governing Law; Amendment; Severability

This Agreement constitutes the entire understanding between the parties concerning the subject matter of the Agreement and shall be governed by and construed in accordance with the laws of the State of Ohio. No waiver or amendment of any term or provision of this Agreement shall be effective unless made by a written instrument signed by both parties. Each term or provision of this Agreement shall be construed separately and, notwithstanding that any such provision may prove to be illegal or unenforceable, the remaining terms and provisions of this Agreement shall continue in full force and effect.

B. Headings

The headings to the clauses of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement.

C. Assignment

This Agreement is personal to the AGENCY, and AGENCY shall not assign or otherwise transfer any of its rights or obligations hereunder, whether in whole or in part, without the prior express written consent of DATA BOARD.

D. Legal Relationship

Nothing in this Agreement shall render AGENCY or DATA BOARD a partner, agent, representative or joint venturer of the other. DATA BOARD and AGENCY shall not purport to undertake any obligation of the

other, nor shall DATA BOARD be liable to Local Government for any debts, obligations or actions of AGENCY.

E. Liability

DATA BOARD and its assigns, designees, developers or vendors shall not be liable to AGENCY for any loss or damage sustained or incurred by AGENCY resulting from any defect or error in the Software, or from the use by AGENCY.

F. Notice

All demands and notices concerning termination or breach of this Agreement shall be sent in writing by certified mail, return receipt requested, addressed to the respective parties at the addresses set forth below, or to such other address as each may hereafter designate:

To: Ashtabula County Board of DATA BOARD, C/O County Auditor, 25 West Jefferson St., Jefferson, OH 44047

AGENCY contact information:

Ashtabula County Commissioners
Attn: Accounts Payable
25 West Jefferson St.
Jefferson, OH 44047


G. Other Documents

AGENCY agrees to execute any other documents DATA BOARD may reasonably require regarding New World including, but not limited to, the User Agreement and documents relating to the Software.

IN WITNESS WHEREOF, the parties hereto, by and through their respective authorized representatives, have executed this Agreement as of and effective on this 10th day of June 2025, 2025.

Ashtabula County DATA BOARD

Ashtabula County Commissioners





Date: 5/22/2025

Date: 6/10/25