



MEMORANDUM OF UNDERSTANDING
BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF
LAKE COUNTY, OHIO
AND
CITY OF WILLOWICK
FOR
XAVUS SOLUTIONS PURCHASE AGREEMENT

This Memorandum of Understanding (“MOU”) is entered this ____ day of _____, 2023 by and between the Board of County Commissioners of the County of Lake, Ohio (“County”), located at 105 Main Street, Painesville, Ohio 44077, and the City of Willowick (“Recipient”), located at 30435 Lakeshore Boulevard, Willowick, Ohio 44095, fiscal agent for the Willowick Senior Center.

STATEMENT OF PURPOSE

The County expects to receive funds, beginning in 2023, from the collection of an (.8) eight-tenths of one mill tax for a period of five (5) years on real estate within Lake County for senior citizens services or facilities. In accordance with R.C. 307.694, the County may spend moneys for the support of senior citizens services or facilities. Therefore, the County wishes to provide Recipient with software to facilitate the provision of services to senior citizens through its Senior Center and to assist the County in analyzing the usage of the programming provided by the Senior Center.

RIGHTS AND RESPONSIBILITIES OF THE COUNTY

1. The County will enter into an agreement with Xavus Solutions LLC for the initial purchase of the MySeniorCenter sponsor-based software and hardware, including touch-screen monitor, scanner, and 900 key tags.
2. The County also agrees to pay the annual licensing fee, which includes software maintenance and support.
3. The County will have access to view MySeniorCenter data and statistical information.

RIGHTS AND RESPONSIBILITIES OF RECIPIENT

1. Recipient shall cooperate with the installation and set-up of the MySeniorCenter sponsor-based software and hardware.
2. Recipient shall participate in MySeniorCenter software on-boarding training and additional training opportunities throughout the year as requested by the County.

3. Recipient shall utilize the MySeniorCenter software and shall keep the necessary hardware in good working condition. In order to meet these responsibilities, Recipient is responsible for:
 - a. Replacement or repair of hardware components after the first year.
 - b. Maintaining necessary IT infrastructure and support.
4. Recipient is being provided with the base model of the MySeniorCenter Software. Recipient is responsible for all costs associated with any additional features available with the MySeniorCenter Software that Recipient wishes to implement.

MISCELLANEOUS PROVISIONS

1. This MOU constitutes the entire understanding between the County and the Recipient and supersedes all prior or contemporaneous communications and/or proposals. Any amendment to this MOU shall be in writing and will be effective upon execution by both parties.
2. This MOU shall be in effect until December 31, 2024 and will automatically renew for successive one-year terms unless cancelled by the County or the Recipient by providing written notice at least thirty (30) days before the end of the current term. The county may terminate this MOU at any time due to lack of funds.

Board of Lake County Commissioners

Jason W. Boyd, County Administrator

Date: _____

City of Willowick

By: _____

Michael J. Vanni, Mayor

Date: _____

By: _____

Doreen Nevulis, Willowick Senior Center Director

Date: _____