

**MEMORANDUM OF UNDERSTANDING AMONG
WYOMING DEPARTMENT OF REVENUE,
LARAMIE COUNTY
AND
LARAMIE COUNTY ASSESSOR**

1. **Parties.** The parties to this Memorandum of Understanding (MOU) are the Wyoming Department of Revenue (DOR), whose address is: 122 West 25th Street, Cheyenne, WY 82002-0110, Laramie County, and Laramie County Assessor (County), whose address is: 310 West 19th Street, Cheyenne, WY 82001. The County shall include all governmental officials, subdivisions and employees which may be or are required to participate in the project described herein.
2. **Purpose.** The purpose of this MOU is to set forth the responsibilities of the DOR and the County concerning administration of all of the equipment and software provided by the DOR used in the Computer Assisted Mass Appraisal (CAMA) system, which is done so pursuant to the DOR's authority in Title 39 of the Wyoming Statutes.
3. **Term of MOU.** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect until terminated.
4. **Payment.** No payment shall be made to either party by the other party as a result of this MOU. The consideration for this MOU is the mutual benefit enjoyed by the parties.
5. **Responsibilities of DOR.**
 - A. **Hardware**
 - i. The DOR shall purchase and furnish, dependent on the availability of funding, all of the equipment and software and other necessary items to maintain the CAMA system. This excludes any equipment or fees associated with county network connectivity or Internet access.
 - B. **Hardware Installation**
 - i. The DOR shall provide the County a detailed schedule for the delivery of hardware for the new CAMA system.
 - ii. The DOR shall configure the County CAMA server(s), deliver, and assist local County Information Technology (IT) personnel in the installation and testing of the CAMA server(s).
 - iii. The DOR shall verify all applications are functioning correctly; port all photos, sketches, and documents from the old server to the new CAMA

server(s); ensure database backup services are functioning; and verify the DataMart replication is scheduled to run.

- iv. Once the installation of the CAMA server(s) is completed in the County, the DOR shall remove all Oracle and RealWare V5 files from the previous CAMA server and turn the ownership of the previous CAMA server(s) over to the County.
- v. The DOR shall instruct the County IT staff on any considerations related to the hardware installation. This will include specifying backup requirements, scheduled database administrative jobs, virus protection considerations, Windows OS updates and virtual machine functions.

C. Hardware Virtualization. The DOR shall solely determine what technology shall be approved in virtualizing any part of the CAMA system. This includes any hardware provided as part of this MOU or any hardware provided for use with the CAMA system, which includes all workstations or individual software titles provided by the DOR.

D. Access & Connectivity

- i. The DOR shall provide the County a virtual private network (VPN) device and the necessary State IP addresses used for the DOR's direct connection to the CAMA server(s). Replacement or repair of the VPN device shall be coordinated by the DOR.
- ii. The VPN device shall be the means in which a secure connection between the DOR and the County will be established and maintained.
- iii. The DOR shall review and consider requests for connection to the CAMA server(s) from outside of the County Assessor's office. The DOR shall determine what is considered allowable access based on multiple criteria including, but not limited to, the networking policies of the County and State, as well as the potential impact of the connection to the CAMA system.
- iv. The DOR shall provide, or make available, a copy of this MOU to the County Assessor, County IT support and any person responsible for accessing the CAMA server(s).

E. Security, Software Licensing & Use

- i. The DOR shall be responsible for determining the software licensing levels for all applications used in the CAMA system which are employed in the County Assessor's office. This includes licensing support and maintenance for the Oracle database and Apex software, but does not include any

additional licensing requirements for any County employee or process outside of the County Assessor's office.

- ii. The DOR shall maintain accurate counts of users and licenses for all software provided and maintained by the DOR.
- iii. The DOR shall provide Oracle licenses for all full-time staff members in the County Assessor's office. If the County requests additional Oracle licenses, the Manager of the Technical Services Group within the DOR's Property Tax Division (Project Manager) shall determine if the user is a full-time employee of the County Assessor's office and grant the license as needed provided funding is available.
- iv. The DOR shall be responsible for setting up and maintaining user accounts on the CAMA system. This includes creating and deleting user accounts as necessary and assigning the appropriate security level as determined by the County Assessor. The DOR shall be responsible for system security, and as such, all security access rights, limitations and requirements shall be kept in accordance with the DOR's current security strategy.
- v. The DOR shall provide Apex software and continuing licensing to the County Assessor's office. The DOR shall determine the number of licenses required for the County Assessor's office based, in part, on available funding, County parcel count and the number of full-time employees.

F. Software Installation

- i. The DOR, as the entity solely authorized by law to implement the CAMA system (Wyo. Stat. § 39-11-102(c)), shall retain authority to resolve any issues or questions concerning the implementation, maintenance or use of the CAMA system.
- ii. The DOR shall work with the County and the County IT staff to coordinate the installation of the CAMA server(s) and direct the maintenance required for the CAMA system.

G. Internet Usage

- i. The DOR shall only use the County's Internet connectivity in direct support of the CAMA system, which may include the downloading of software updates, patches or general research necessary to support the application.

H. Data Storage & Use

- i. The DOR shall publish the guidelines and maintenance requirements which include the proper location on the CAMA server(s) for the installation of

software and storage of data or applications. This list shall be provided to the County for reference and these documents shall be published to the Wyoming Assessor's Portal website for reference.

- ii. The DOR shall specify where the County may install any authorized software on the CAMA system. This includes, but is not limited to, virus protection and data backup software.

I. Backup & Recovery

- i. The DOR shall set up and maintain the creation of backup files and procedures necessary to recover the CAMA database in case of failure. These procedures shall identify the files which the County should back up regularly off of the CAMA server(s). Moreover, based on security roles within the CAMA system, the DOR shall be the only authorized party to perform the recovery of any server-based component or application in case of a critical failure. This includes, but is not limited to, the virtual machine, the Oracle database and the application server. In situations when recovery coordination is required, the DOR shall organize any recovery efforts with the CAMA software provider or the County.
- ii. The DOR shall publish the location of all vital files necessary for the backup of the CAMA system. These documents shall be published to the Wyoming Assessor's Portal website for reference.

J. Updates, General Maintenance & Ongoing Support

- i. The DOR, in coordination with the CAMA software vendor, shall be responsible for all updates, patches and general maintenance regarding the CAMA database and application software.
- ii. The DOR shall be responsible for providing or coordinating the ongoing support of the CAMA system either directly or through support agreements with hardware and software vendors.
- iii. The DOR shall provide ongoing software support through the CAMA software provider.
- iv. The DOR shall provide hardware support through an ongoing warranty agreement with the hardware manufacturer for all equipment provided as part of this MOU.

6. Responsibilities of County.

A. Hardware

- i. The County shall receive custody of all equipment provided by the DOR and shall be solely responsible for securing and safeguarding such equipment within the County buildings.
 - ii. The County shall use that equipment provided by the DOR under this MOU for the CAMA project and all functions and objectives served by the CAMA project.
 - iii. The County shall not utilize other equipment with the CAMA hardware or software that is incompatible with the CAMA system or use equipment that does not meet the minimum specification of the CAMA software provider and the DOR.
 - iv. Upon request, the County shall furnish a list of all equipment utilized for the CAMA system, including a list of any modifications to or maintenance performed upon such equipment.
 - v. The County shall be solely responsible for the disposition of equipment supplanted or replaced by equipment provided under this MOU.
- B. Hardware Installation.** The County shall ensure that its IT staff is available during the scheduled DOR installation period. The County IT staff shall be responsible for configuring network connectivity to the CAMA server(s) and correcting any connectivity issues from the CAMA server(s) to the workstations.
- C. Hardware Virtualization.** The County shall not, in any manner, virtualize the CAMA server(s) provided under this MOU.
- D. Access & Connectivity**
- i. The County shall provide the DOR with access to the CAMA server(s) twenty-four (24) hours a day, seven (7) days a week. The County shall not, under non-emergency circumstances, disconnect or otherwise isolate the CAMA server(s) provided under this MOU from the electronic connection to the DOR server, nor alter security systems on the CAMA server(s) to prevent such connection or DOR electronic access.
 - ii. The County shall not deny direct physical access to the CAMA server(s) by the DOR or the CAMA software provider during normal business hours, nor deny the DOR or CAMA software provider remote electronic access at any time under normal operating conditions. The County shall not impede any data replication the DOR may require from the CAMA server(s), or prevent uploading of data and/or system modifications and upgrades, as the DOR deems necessary, from the DOR server to the CAMA server(s) or vice versa.

- iii. The County shall provide the DOR with one administrative login to the CAMA server(s). The purpose of the required access is to enable the DOR to perform any needed CAMA software maintenance, monitor statewide uniformity, monitor use of the server, track software licensing issues, monitor work performed by the CAMA software provider, monitor all server updates, and ensure that the primary use of the server is for the CAMA system.
- iv. The County shall provide the CAMA software provider direct remote electronic access to the CAMA server(s) for maintenance, upgrades and general support of the CAMA system. Access to the CAMA server(s) will be granted 24/7 under normal operating conditions.
- v. The County shall ensure the CAMA server(s) remains secure and shall allow direct administrative access to the device only by the County Assessor, or their designee, or key County IT personnel.
- vi. The County shall be responsible for any upgrade or modifications required to networking lines within the County offices to accommodate the CAMA system. The DOR will not provide network wiring, cables, hubs or switches.
- vii. The County shall be responsible for providing a dedicated, static public IP address for use with the VPN device. The County and the DOR agree to work cooperatively to ensure that a maintainable secure connection will be established on the County network using the VPN device provided by the DOR.
- viii. Due to the significance of the virtual machine (VM) and its role in providing critical CAMA services for the County, the County shall coordinate with the DOR any upgrades or modifications to the local network that may potentially affect the connection to the server or to the virtualized device. The County agrees to provide the DOR a thirty (30) day notice of network changes whenever possible.

E. Security, Software Licensing & Use

- i. The County shall work with the DOR and the CAMA software provider to keep security and software licensing correct.
- ii. The County shall require that County personnel not share login credentials for the CAMA system. Each user shall be provided individual login information. Software licenses that are provided by the DOR for the CAMA system are for the sole use of the County Assessor's office.

- iii. The County shall render all necessary assistance to the DOR to ensure license counts are maintained accurately and that the CAMA system remains secure.
- iv. The County shall request, to the Project Manager, any potential additional licenses needed. If the user is outside the County Assessor's office (e.g., Treasurer's Office, IT, GIS, etc.), the County shall be responsible for obtaining the additional Oracle license.
- v. The County shall not exceed the number of licenses provided by the DOR, unless additional Oracle licenses have been purchased by the County. The County shall provide, to the Project Manager, the proof of purchase of any additional Oracle licenses upon request. It is the County's responsibility to maintain any additional Oracle licenses purchased.
- vi. The County shall give users outside of the County Assessor's Office a "public user" level of security. "Public user" has read-only access and, as such, will not be provided visibility to any confidential information, including sales information, as mandated by Wyo. Stat. § 34-1-144 and Wyo. Stat. § 39-13-102(q).
- vii. The County shall require that any County personnel who have the ability to connect to the CAMA system are bound by the data access provisions as provided in Wyo. Stat. § 39-13-102(q).

F. Software Installation

- i. The County shall be authorized to install an unlimited number of RealWare applications. Each installation of RealWare shall require a corresponding Oracle license which is subject to all licensing limitations as specified in this MOU.
- ii. The County shall be responsible for any potential consequences resulting from the loading and/or utilization of third-party, non-CAMA-related software on workstation provided to the County under this MOU. This responsibility shall include, but is not limited to, financial responsibility for restoration of any CAMA system functions compromised by such software installation or operation.

G. Internet Usage. The County shall not utilize the CAMA server(s) as a web server or in any other manner that directly interfaces or provides data for the Internet. The CAMA server(s) is strictly to be used for CAMA related system software and functions as specified in this MOU.

H. Data Storage & Use. The County shall not store or save files on the server unless approved by the DOR. This includes, but is not limited to, storing backup files of the County Assessor staff or the general storage of any electronic data or software medium regardless of ownership.

I. Backup & Recovery. The County shall be solely responsible for ensuring that nightly backups are made of CAMA system data and stored in a secure location, preferably at an off-site facility. The County shall not rely upon data replication to the State servers as a valid backup option.

J. Updates & General Maintenance

i. The County shall arrange for maintenance for all equipment received for the CAMA system under this MOU.

ii. The County shall be responsible for the purchase of all consumable items required for the use of the hardware provided under this MOU. This includes, but is not limited to backup media, backup devices and virus protection software.

iii. After the warranty expires on the equipment, the County shall assume financial and other responsibility for all maintenance, warranty inquiries, adjustments, services, equipment and software upgrades and other requirements associated with equipment provided to the County under this MOU.

K. Ongoing Support

i. The County shall be responsible for all virus and malware protection for the CAMA server(s). The County shall be responsible for the updates, patches and general support of the CAMA server's hardware or operating system.

ii. The County shall run Windows updates on a monthly basis to ensure that all patches and security updates are current.

iii. The County shall reboot the CAMA server(s) every thirty (30) days or in accordance with a regularly-scheduled County maintenance schedule, whichever comes first.

7. General Provisions.

A. Amendments. Either party may request changes in this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.

- B. Applicable Law.** The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Entirety of Agreement.** This MOU, consisting of ten (10) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- D. Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Attorney General or his representative.
- E. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- F. Sovereign Immunity.** The State of Wyoming, DOR, and County do not waive sovereign or governmental immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- G. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.

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8. **Signatures.** The parties to this MOU, through their duly authorized representatives, have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

WYOMING DEPARTMENT OF REVENUE

Daniel W. Noble, Director

Date

LARAMIE COUNTY

Kenneth Guille, County Assessor

8-17-20

Date

K.N. "Buck" Holmes, County Commissioner

8-17-20

Date

Gunnar Malm

ATTEST

Debra R. Lee

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

for: Ally Zolha #203454
Bobbi K. Owen, Assistant Attorney General
Representing: Wyoming Department of Revenue

6/9/2020

Date

COUNTY ATTORNEY'S APPROVAL AS TO FORM

Mark Voss, County Attorney

8/14/20

Date