

15. IN RE: BUILDING INSPECTION DEPARTMENT...AMENDMENT NUMBER TWO TO THE LICENSE, HOSTING AND SERVICES AGREEMENT WITH TYLER TECHNOLOGIES, INC. RELATIVE TO THE ACQUISITION AND IMPLEMENTATION OF THE ENERGOV PERMIT AND LAND MANAGEMENT (PLM) SOLUTION SOFTWARE PROGRAM FOR THE COUNTY OF CLERMONT, OHIO...16-0926-002...EXECUTED

Moved by Mr. Painter, seconded by Mr. Uible, that the Board of County Commissioners approve the following recommendation:

Recommendation of Carl Lamping, Chief Building Official, Building Inspection Department, with the concurrence of Sukie Scheetz, Assistant County Administrator, to authorize Edwin H. Humphrey, President of the Board of County Commissioners, to execute Amendment Number Two to the License, Hosting and Services Agreement by and between the County of Clermont, Ohio, and Tyler Technologies, Inc., 1 Tyler Drive, Yarmouth, Maine 04096, for the implementation of the Energov Permit and Land Management (PLM) Solution Software Program for the County of Clermont, Ohio, previously ratified by the Board of County Commissioners on 10/19/2016, and subsequently amended on 08/09/2017, to (1) change the name in Agreement from Clermont County, Ohio, to Board of Commissioners for Clermont County, Ohio (2) allow Clermont County read access to Clermont County EnerGov Database Replication (3) to provide clarification regarding integration (4) allow utilization of Tyler Software by Affiliated Organizations and (5) allow for additional products, licenses and services at the rates as defined therein, with said rates to remain in effect for a period of three (3) years commencing upon the execution of Amendment Number Two, and further, to acknowledge Tyler Technologies Sales Quote Number 2018-61222, dated 11/15/2018, for the purchase of up to 20 EnerGov Software Additional User Licenses and up to 10 Additional iG Workforce User Licenses, and Maintenance thereof, on a as needed basis, which represents an estimated cost not to exceed \$63,440.00, for a total revised contract amount not to exceed \$473,526.00, pursuant to and compliance with the terms and conditions set forth therein, with all other terms and conditions of the referenced Agreement and Amendment thereto to remain in full force and effect, and contingent upon the issuance and receipt of a purchase order therefore.

Upon roll call on the foregoing motion, the vote was as follows:

Mr. Painter, Yes; Mr. Uible, Yes; Mr. Humphrey, Aye.

Topic: AMENDMENT NUMBER TWO TO THE LICENSE, HOSTING AND SERVICES AGREEMENT WITH TYLER TECHNOLOGIES, INC. AND ACKNOWLEDGMENT OF TYLER TECHNOLOGIES SALES QUOTE FOR THE PURCHASE OF LICENSES

Date: November 15, 2018

Office: Building Inspection Department

Purpose/Need: This amendment will (1) change the name in Agreement from Clermont County, Ohio, to Board of Commissioners for Clermont County, Ohio (2) allow Clermont County read access to Clermont County EnerGov Database Replication (3) to provide clarification regarding integration (4) allow utilization of Tyler Software by Affiliated Organizations and (5) allow for additional products, licenses and services at the rates as defined therein.

Action Necessary: The Board of County Commissioners to approve and sign Amendment Number Two, previously executed by Andrea Fravert, Director of Legal Affairs, for Tyler Technologies Inc.

History of Project: This original contract was executed on 10/19/16 as a sole source acquisition due to the native integration with Tyler/IAS World and Tyler/Munis, two computer programs already in use by the county. Amendment #1 was approved on 08/09/17 for changes to the System Administration Training.

Amendment Number Two will *(1) change the name in Agreement from Clermont County, Ohio, to Board of Commissioners for Clermont County, Ohio (2) allow Clermont County read access to Clermont County EnerGov Database Replication (3) to provide clarification regarding integration (4) allow utilization of Tyler Software by Affiliated Organizations and (5) allow for additional products, licenses and services at the rates as defined therein,* with said rates to remain in effect for a period of three (3) years commencing upon the execution of Amendment Number Two.

In addition, this action will acknowledge Tyler Technologies Sales Quote Number 2018-61222, dated 11/15/2018, for the purchase of *up to 20 EnerGov Software Additional User Licenses and up to 10 Additional iG Workforce User Licenses, and Maintenance thereof, on a as needed basis,* which represents an estimated cost not to exceed \$63,440.00, for a total revised contract amount not to exceed \$473,526.00.

Cost: The total original contract cost was \$408,384.00, Amendment Number One increased the contract to \$410,086.00. Amendment Number Two will increase the contract by an estimated cost not to exceed \$63,440.00, for 20 additional seat licenses and 10 field software licenses as needed, for total revised contract amount not to exceed \$473,526.00.

H:\Tyler Topic Paper.docx

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Date: November 15, 2018

Office: Building Inspection Department

Funding Source & Verification: There are various funding sources based on what department or outside user(s) that will need new licenses in the future (on an as needed basis).

Duration: Commencing upon the execution therefore and effective for a period of three (3) years.

Expected Outcomes: To make the necessary changes to the License, Hosting and Services Agreement with Tyler Technologies, Inc. relative to the acquisition and implementation of the Energov Permit and Land Management (PLM) Solution Software Program for the County of Clermont, Ohio.

Department(s): Building Inspections Department
Contact Name: Carl Lamping, 732-7213

Topic: AMENDMENT NUMBER TWO TO THE LICENSE, HOSTING AND SERVICES AGREEMENT WITH TYLER TECHNOLOGIES, INC. AND ACKNOWLEDGMENT OF TYLER TECHNOLOGIES SALES QUOTE FOR THE PURCHASE OF LICENSES

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Department(s): Building Inspections Department
Contact Name: Carl Lamping, 732-7213



Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: **Fravert, Andrea**
Organization: **Tyler Technologies, Inc.**
Date: **12/12/2018 8:49:31 AM**

This search produced the following list of **37** possible matches:

| Name/Organization | Address |
|------------------------------------|-----------------------------------|
| Peterson, Andrea | |
| Baker, Candice | |
| Hartford Insurance | 225 South Maple Heights |
| Bloor, Cassandra | 1512 Chester |
| Bloor, Cassandra | 1512 Chester |
| State Automobile Insurance Company | 1512 Chester |
| Boone, Alexandria | |
| Boone, Alexandria | 8561 Avalon Road |
| Boone, Alexandria | 540 East 105th Street, #105 |
| Ohio Casualty Insurance Company | P.O. Box 152 |
| Canterbury, Andrew | |
| Carpenter, Wanda | 2008 Twp. Rd. 223 |
| Casey, Sandra | 2151 W. Fair Avenue |
| Casey, Sandra | 2151 W. Fair Avenue, Unit 82 #371 |
| Fraley, Don | 104 Creek St. |
| Franklin, Ralph | 15262 State Route 7 South |
| Glowick Palazzo, Cassandra | 7225 Cascade Creek Lane |
| Harris, Zandra | |
| Cincinnati Insurance Company | 107 Parrish Drive |
| Knox, Yolanda | 56 Strader Drive |
| Cincinnati Insurance Company | 3675 Mohawk Drive |
| LaFrance, Brenda | |
| McCready, Sandra | 1820 Robert Lane |
| Monroe, Randolph | 153 North Gettysburg Avenue |
| Monteith, Randall | 1983 Birkdale Drive |
| Perkins, Sandra | 1419 13th Street |
| Ohio Farmer's Insurance Company | 123 Elm Street |

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| Name/Organization | Address |
|--|-----------------------|
| Ramage, Amanda | 35086 Titus Road |
| Rheinfrank, Stephanie | 345 Delaware Dr |
| Ohio Plan Risk Management | 53 East High Street |
| Travelers Casualty and Surety Company of America | 41200 Ravens Edge Way |
| Stevenson, Sandra | 1201 Steffens Ave. |
| Street, Andre | 4101 Edgewood Drive |
| Street, Andre | 649 Mesa Verde Dr. |
| Tucker, Andre' | 4294 Brooklands Drive |
| Waddell, Amanda | 862 Walnut Dowler Rd |
| Wood, Randy | 1121 Third Avenue |

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.



Dave Yost
Ohio Auditor of State

Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: **Fravert, Andrea**
Organization: **Tyler Technologies, Inc.**
Date: **12/10/2018 2:29:20 PM**

This search produced the following list of **37** possible matches:

| Name/Organization | Address |
|------------------------------------|-----------------------------------|
| Peterson, Andrea | |
| Baker, Candice | |
| Hartford Insurance | 225 South Maple Heights |
| Bloor, Cassandra | 1512 Chester |
| Bloor, Cassandra | 1512 Chester |
| State Automobile Insurance Company | 1512 Chester |
| Boone, Alexandria | |
| Boone, Alexandria | 3561 Avalon Road |
| Boone, Alexandria | 540 East 105th Street, #105 |
| Ohio Casualty Insurance Company | P.O. Box 152 |
| Canterbury, Andrew | |
| Carpenter, Wanda | 2008 Twp. Rd. 223 |
| Casey, Sandra | 2151 W. Fair Avenue |
| Casey, Sandra | 2151 W. Fair Avenue, Unit 82 #371 |
| Fraley, Don | 104 Creek St. |
| Franklin, Ralph | 15262 State Route 7 South |
| Glowick Palazzo, Cassandra | 7225 Cascade Creek Lane |
| Harris, Zandra | |
| Cincinnati Insurance Company | 107 Parrish Drive |
| Knox, Yolanda | 56 Strader Drive |
| Cincinnati Insurance Company | 3675 Mohawk Drive |
| LaFrance, Brenda | |
| McCready, Sandra | 1820 Robert Lane |
| Monroe, Randolph | 153 North Gettysburg Avenue |
| Monteith, Randall | 1983 Birkdale Drive |
| Perkins, Sandra | 1419 13th Street |
| Ohio Farmer's Insurance Company | 123 Elm Street |

| Name/Organization | Address |
|--|-----------------------|
| Ramage, Amanda | 35086 Titus Road |
| Rheinfrank, Stephanie | 345 Delaware Dr |
| Ohio Plan Risk Management | 53 East High Street |
| Travelers Casualty and Surety Company of America | 41200 Ravens Edge Way |
| Stevenson, Sandra | 1201 Steffens Ave. |
| Street, Andre | 4101 Edgewood Drive |
| Street, Andre | 649 Mesa Verde Dr. |
| Tucker, Andre' | 4294 Brooklands Drive |
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AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc., a Delaware Corporation with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and Clermont County, with offices at 101 East Main Street, Batavia, Ohio 45103 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement effective October 19, 2016, as amended on August 9, 2017, (collectively referred to as the "Agreement"), under which Client acquired licenses to the software described therein ("Tyler Software") as well as related professional services, maintenance and support; and

WHEREAS, Client desires to amend the Agreement to adjust the Tyler Software acquired;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, Tyler and Client agree that the Agreement and Exhibit A of the Agreement is amended as follows:

1. The Client name in the Agreement is hereby changed from "Clermont County, Ohio" to "Board of Commissioners for Clermont County, Ohio." All references to "Client" in the Agreement and this Amendment shall be understood to refer to Board of Commissioners for Clermont County, Ohio.
2. Tyler agrees to provide the Client with read access to the Clermont County EnerGov Database Replication. The Clermont County EnerGov Database Replication is defined as a dedicated reporting database that contains a copy of the live (production) Clermont County EnerGov Database. The Client shall have direct Microsoft SQL Server Management Studio access to the Clermont County Database Replication. The Clermont County Database Replication shall be updated from the live Clermont County EnerGov Database on a mutually agreed upon schedule that will be no less frequent than every 24 hours. Tyler agrees to waive the fees for providing the Clermont County EnerGov Database Replication.

Should Tyler provide live access to the EnerGov Database in the future, this service shall be available to Clermont County. This service is not planned at this time. Should Clermont County utilize the live access to the EnerGov Database, Tyler shall no longer be obligated to provide the Client with read access to the Clermont County EnerGov Database Replication.

3. The following clarification regarding integrations of the Tyler Software is hereby added to the Agreement:

Tyler provides unique built-in integration functionality between the EnerGov, Munis and IAS World products. This functionality is extended to Tyler Clients in conjunction with the Total

Tyler approach to common foundation and integration capabilities. Integrations include:

- **Tyler HUB:**
Real time data feeds, reporting and analytic views from Tyler products (Munis, EnerGov) available in a user configurable management dashboard.
- **Tyler Cashiering:**
EnerGov Integration with Tyler Cashiering for payment processing and invoicing is available as a standard function of the EnerGov enterprise solution.
- **Munis General Ledger:**
EnerGov integration with the Munis General Ledger includes the standard file layout for EnerGov financial transactions which follows the Munis General Journal Import Layout. The resulting journal is available in the Munis General Journal Entry program for viewing, releasing to workflow and posting.
Activity is brought into Munis as transaction detail and then subsequently posted to the Munis General Ledger.
Transaction Reports that can be created per any user-specified date range include daily transactions by user, GL, module and fee code.
- **Integration Roadmap Items with IAS World and EnerGov.**

Automated import and update of all active records in EnerGov associated with the same parcel number of the ownership change reported by iasWorld (Permits, Plans, Inspections, and their open Invoices) with the updated Parcel Owner.

Additionally, a near real-time publishing of permit data from EnerGov to iasWorld for display in iasWorld will be included as part of the integration. (The integration specifications have been shared with the Client previously and have not been finalized.) Tyler will continue development on the integration between EnerGov and iasWorld.

4. Client wishes to have the Tyler Software available for use by additional County agencies or departments. Tyler agrees that such use shall be permitted by the license grant in Section B of the Agreement subject to the following additional terms and conditions:
 - a. "Affiliated Organization" means any County, Township, City, Village or government entity separate from the Client, but which will have access to the Tyler Software licensed to Client under this Agreement.
 - b. Access by Affiliated Organizations. Tyler will permit Client to grant each Affiliated Organization access to the Tyler Software licensed by Client and hosted by Tyler.
 - c. Application of the Agreement. Each Affiliated Organization must abide by the terms and conditions of the Agreement, and Client is responsible for any breach thereof. Client shall remain the sole point of contact with Tyler for all matters related to the Agreement.

- d. Termination of Access of an Affiliated Organization. Tyler reserves the right to terminate the access of an Affiliated Organization upon written notice from Tyler that the applicable Affiliated Organization has violated the terms of the Agreement. The Affiliated Organization's access shall also terminate upon termination of the Agreement unless such Affiliated Organization enters into a separate agreement with Tyler for the Tyler Software and services.

 - e. Additional Products and Services. Additional licenses or services may be added for the Client and Affiliated Organizations based upon the pricing noted below via purchase order or amendment. Any additional fees incurred by the addition of Affiliated Organizations shall be invoiced by Tyler to Client in accordance with the Agreement and/or the terms of the applicable purchase order or amendment. Tyler agrees to hold the following rates for the Client and Affiliated Organizations for three (3) years following the Amendment Effective Date. If no rate is provided below, or the three (3) years have expired, products and services may be purchased at Tyler's then-current rates.
 - i. EnerGov Software (Includes access to GIS map interface and Customer Self Service (CSS) Web portal)
 - 1. Named User license: \$1,950 per user (one-time cost)
 - 2. Annual Support and Maintenance: \$293/annual per user license
 - 3. Hosting in Tyler Cloud: \$250/annual per user license
 - ii. iG Workforce Applications
 - 1. Named User license: = \$650 per user (one-time cost)
 - 2. Annual Support and Maintenance: \$59/month/user (\$708 annual)
 - iii. Professional Services
 - 1. Software implementation, configuration, training: \$175/hour
 - 2. Data conversion, custom-report development: \$250/hour
 - 3. Travel billed at cost plus any applicable agency fees
5. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
6. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

By: Andrea Fravert

Name: Andrea Fravert

Title: Director of Legal Affairs

Date: 11/15/18

Clermont County, OH

By: Edwin H. Humphrey

Name: Edwin H. Humphrey

Title: County Commissioner

Date: November 12, 2018

APPROVED AS TO FORM:
D. VINCENT FARIS, PROSECUTOR
CLERMONT COUNTY, OHIO

BY: Allen J. Gilbert
Assistant Prosecutor

DATE: 11-15-18  tyler



Sales Quotation For

Clermont County
 Unit 1
 101 E Main Street
 Batavia, OH 45103-2961
 Phone +1 (513) 732-7150

Quoted By: Chris Harpenau
 Date: 11/15/2018
 Quote Expiration: 5/13/2019
 Quote Name: Clermont County OH EnerGov Addl Licenses
 Quote Number: 2018-61222
 Quote Description: Clermont County OH Addl Licenses

EnerGov Software

Core Software:

| Description | License | Users/Units | Module Total | Year One Maintenance |
|---------------------------------------|------------|-------------|--------------------|----------------------|
| EnerGov Additional iG Workforce Users | \$650.00 | 10 | \$6,500.00 | \$7,080.00 |
| EnerGov Additional Users | \$1,950.00 | 20 | \$39,000.00 | \$5,860.00 |
| TOTAL: | | | \$45,500.00 | \$12,940.00 |

EnerGov Annual Services

| Description | Users/Units | Annual Fee |
|---------------------|-------------|-------------------|
| EnerGov Hosting Fee | 20 | \$5,000.00 |
| TOTAL: | | \$5,000.00 |

| Summary | One Time Fees | Recurring Fees |
|---|--------------------|--------------------|
| Total Tyler Software | \$45,500.00 | \$17,940.00 |
| Total Tyler Services | \$0.00 | \$0.00 |
| Total 3rd Party Hardware, Software and Services | \$0.00 | \$0.00 |
| Summary Total | \$45,500.00 | \$17,940.00 |
| Contract Total | \$63,440.00 | |

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for Six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval:

Edwin H. Thompson
 Edwin H. Thompson
 P.O. #

January 12, 2018

All primary values quoted in US Dollars

Comments

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 - b. Annual Support and Maintenance: \$293/annual per user license
 - c. Hosting in Tyler Cloud: \$250/annual per user license
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3. Professional Services
 - a. Software implementation, configuration, training: \$175/hour
 - b. Data conversion, custom report development: \$250/hour
 - c. Travel billed at cost plus any applicable agency fees



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/28/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|--|--|--|
| PRODUCER Hays Companies 133 Federal Street, 4th Floor Boston MA 02110 | | CONTACT NAME: Moira Crosby PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: mcrosby@hayscompanies.com | |
| INSURED Tyler Technologies, Inc. 5101 Tennyson Parkway Plano TX 75024 | | INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Fire Insurance Company INSURER B: Hartford Casualty Insurance Company INSURER C: Lloyds of London Syndicates INSURER D: INSURER E: INSURER F: | |
| | | NAIC # 19682 29424 048337 & 048945 | |

COVERAGES CERTIFICATE NUMBER: 18-19 GL, Auto REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-------------------------------------|------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | 08UENAY8572 | 4/1/2018 | 4/1/2019 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | 08UENAY8572 | 4/1/2018 | 4/1/2019 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | 08RHUAY8122 | 4/1/2018 | 4/1/2019 | EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> N/A | 08WHEEL5271 | 4/1/2018 | 4/1/2019 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| C | Cyber/Privacy Prof Liab | | B0621PTYLE000217 | 12/17/2017 | 12/17/2018 | Occurrence Limit \$20,000,000 |
| C | Cyber/Privacy Prof Liab | | B0621PTYLE000317 | 12/17/2017 | 12/17/2018 | Aggregate Limit \$20,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: EnerGov Permitting & Land Management (PLM)

CERTIFICATE HOLDER**CANCELLATION**

Board of County Commissioners
 Clermont County, Ohio
 101 East Main Street
 Batavia, OH 45103

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James Hays/MCROSB

© 1988-2014 ACORD CORPORATION. All rights reserved.

Ohio

**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

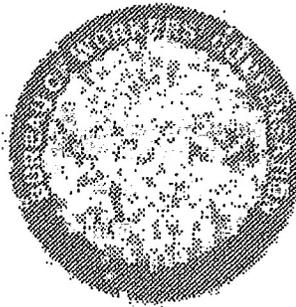
This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
01306676

TYLER TECHNOLOGIES INC
COLE LAYER TRUMBLE COMPANY
1 TYLER DR
YARMOUTH, ME 04096-6828

Period Specified Below
07/01/2018 to 07/01/2019



www.bwc.ohio.gov
Issued by: BWC


Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Effective Oct. 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

Ohio

**Bureau of Workers'
Compensation**

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/28/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|--|--|--|
| PRODUCER Hays Companies 133 Federal Street, 4th Floor Boston MA 02110 | | CONTACT NAME: Moira Crosby PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS: mcrosby@hayscompanies.com | |
| INSURED Tyler Technologies, Inc. 5101 Tennyson Parkway Plano TX 75024 | | INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Fire Insurance Company INSURER B: Hartford Casualty Insurance Company INSURER C: Lloyds of London Syndicates INSURER D: INSURER E: INSURER F: | |
| | | NAIC # 19682 29424 048337 & 048945 | |

COVERAGES CERTIFICATE NUMBER: 18-19 GL, Auto REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | 08UENAY8572 | 4/1/2018 | 4/1/2019 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | 08UENAY8572 | 4/1/2018 | 4/1/2019 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS \$ | | | 08RHUAY8122 | 4/1/2018 | 4/1/2019 | EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | 08WHEEL5271 | 4/1/2018 | 4/1/2019 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| C | Cyber/Privacy Prof Liab | | | B0621PTYLE000217 | 12/17/2017 | 12/17/2018 | Occurance Limit \$20,000,000 |
| C | Cyber/Privacy Prof Liab | | | B0621PTYLE000317 | 12/17/2017 | 12/17/2018 | Aggregate Limit \$20,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: EnerGov Permitting & Land Management (PLM)

| | |
|--|---|
| CERTIFICATE HOLDER Board of County Commissioners Clermont County, Ohio 101 East Main Street Batavia, OH 45103 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE James Hays/MCROSB |
|--|---|

Ohio

**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

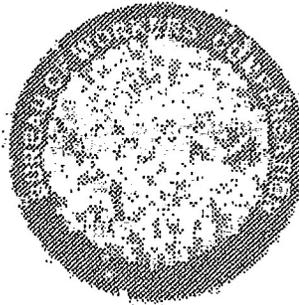
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Sarah [Signature]
Administrator/CEO

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**CERTIFICATE OF SECRETARY OF
TYLER TECHNOLOGIES, INC.**

The undersigned, being the duly elected and qualified Secretary of Tyler Technologies, Inc., a Delaware corporation ("Tyler"), hereby certifies on behalf of Tyler that:

1. Attached hereto is a true, correct and complete copy of resolutions duly adopted by the Executive Committee of the Board of Directors of Tyler.

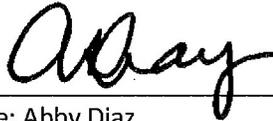
IN WITNESS WHEREOF, the undersigned has executed this Certificate of Secretary on behalf of Tyler as of July 1, 2018.

TYLER TECHNOLOGIES, INC.
a Delaware corporation

By: _____

Name: Abby Diaz

Title: Secretary

A handwritten signature in black ink, appearing to read 'Abby Diaz', is written over a horizontal line.

**RESOLUTIONS OF THE EXECUTIVE COMMITTEE OF THE BOARD OF DIRECTORS OF
TYLER TECHNOLOGIES, INC.**

WHEREAS, the Executive Committee of the Board of Directors of Tyler Technologies, Inc., a Delaware corporation ("Tyler"), deems it to be in the best interests of Tyler to memorialize the authority of members of Tyler's legal team to enter into contracts and other legally binding obligations or representations on behalf of Tyler;

RESOLVED, that in addition to Tyler's corporate officers, the following persons are hereby authorized to enter into contract(s) and make other legally binding obligations or representations on behalf of Tyler (including, without limitation, contract(s) for the license, lease, sale and provision of Tyler goods and services) without regard to the dollar value of such contract(s) or the Tyler division or group on whose behalf the individual is entering into the contract or other legally binding obligation or representation, and limited only by the notations included herein:

Andrea Fravert

Rob Kennedy-Jensen

Casey Civiello – Non-Disclosure Agreements

RESOLVED, that the foregoing authorization will automatically terminate with respect to each named person on such date the individual is no longer employed by Tyler;

RESOLVED, that each corporate officer of Tyler is hereby authorized and directed, in the name and on behalf of Tyler, to do or cause to be done any and all things, and to execute, deliver and file all such other agreements, amendments, instruments, certificates, waivers, documents, and papers that any of them deem necessary or advisable to carry into effect the purposes and intent of the foregoing resolutions and to consummate the transactions contemplated thereby.

Amdt. #2

CONTRACTS/CHANGE ORDERS

Project No./Description: Tyler Technologies
Department: Building Insp.
Project Manager: Karep Swartz

- 1. Correct company name and address consistent throughout all documents
- 2. Contract amount and previous change order amounts verified in minutes
- 3. Tapes Ran/Figures correct.
- 4. Signed by Proper Representative of Company and Department (CCSD, Engineer or Architect/Engineering Firm)
- 5. Signed by the Prosecutor's Office
- 6. Purchase Order/Copy of Pay-In - Contingent
- 7. Project Schedule Corrected
- 8. Motion and Topic Paper Including Project Recap with detailed explanation for change order

NOTE: Name and address of Provider should be consistent throughout ALL contract documents

CJ
Project Manager

12-10-18
Date

Finding for Recovery 12-10-18 ✓ 12-12-18