



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: June 27, 2018

Department: Information Technology Agenda Planning Date: June 21, 2018 Time required: 5 Minutes

Audio/Visual aids: None

Contact: Scott Emry Phone: (503) 584-7744

Department Head Signature:

TITLE: Consider Approval of a Client Support and Software Update Services Agreement with Tyler Technologies, Inc.

Issue, Description & Background: The Marion County Assessor/Tax Office converted all assessment and taxation information and processes to a vendor solution TSG (The Software Group), now known as Tyler as Technologies, in 1997. This computer product serves as the "core" system for all data relating to ownership, lot size, sales activity, inventory on all improvements to land, special assessment information, and other related dats. The Assessor's Office uses it to calculate all tax rates, urban renewal, joint values with other counties, and other functions at roll turn, that occur the last two weeks in September until the tax roll is certified. The Marion County Board of Commissioners approved a sole source for up to two years for this product by way of Board Order 17-083 on June 21, 2017. This agreement effective July 1, 2018 through June 30, 2019 would be year two of that sole source.

Financial Impacts: The total cost of services for the term of July 1, 2018 through June 30, 2019 is \$179,340.61.

Impacts to Department & External Agencies: This agreement has a significant impact on work done in the Marion County Assessor's Office.

Options for Consideration: 1) Approve the Client Support and Software Update Services Agreement with Tyler Technologies, Inc. 2) Withhold approval of the Client Support and Software Update Services Agreement with Tyler Technologies, Inc.

Recommendation: Marion County Information Technology Department and Assessor's Office staff recommend approval of the Client Support and Software Update Services Agreement with Tyler Technology.

List of attachments: 1) Client Support and Software Update Services Agreement 2) Board Order 17-083

Presenter: Scott Emry, Marion County Information Technology Director

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Copies to:

Client Support and Software Update Services Agreement

Client Installation Location: Salem, OR

Commencement Date: 7/1/2018

Marion County Assessor's Office

System Administrator: _____

Phone Number: (503) 588-5144

Tyler Technologies, Inc. ("Tyler") agrees to provide and Marion County Assessor ("Client") agrees to accept Client Support and Software Update Services on the item(s) listed below, at the annual charge indicated. The terms and conditions of this Agreement are set forth on the face hereof and in the Terms and Conditions appearing on the reverse side of this agreement.

Software Product Description	Annual Charge
Oregon Automated Appraisal Client Support and Software Update Services for the Period 07/01/2018 - 6/30/2019	\$98,709.03
Oregon Tax Collections Client Support and Software Update Services for the Period 07/01/2018 - 6/30/2019	\$45,263.14
AbleManage D Client Support and Software Update Services for the Period 07/01/2018 - 6/30/2019	\$3,545.00
AbleManage V Client Support and Software Update Services for the Period 07/01/2018 - 6/30/2019	\$1,807.00
Image Management Site License Client Support and Software Update Services for the Period 07/01/2018 - 6/30/2019	\$18,524.21
AbleCold Client Support and Software Update Services for the Period 07/01/2018 - 6/30/2019	\$338.00
AbleScan Station Client Support and Software Update Services for the Period 07/01/2018 - 6/30/2019	\$1,666.00
AbleVideo Client Support and Software Update Services for the Period 07/01/2018 - 6/30/2019	\$833.00
Hardware Support and Assistance Services for the Period 07/01/2018 - 6/30/2019	\$4,878.56
Marshall and Swift Commercial interface Client Support and software Update Services for the period 07/01/2018 - 06/30/2019	\$3,005.42
Marshall and Swift License (January 1 - December 31, 2018)	3,296.25
One Time Discount	(2,525.00)
This agreement shall become a binding contract between the parties when accepted by the signature of an officer of Tyler at its home office. CLIENT IS ADVISED TO READ THE TERMS AND CONDITIONS APPEARING ON THE REVERSE SIDE OF THIS AGREEMENT BEFORE SIGNING BELOW.	Total Annual Charge
	\$179,340.61

Client

Tyler Technologies, Inc.

Contact Nam (Print)

Title/Position

Authorized Signature

Date

Gus Tenhundfeld

Contact Name (Print)

Inside Sales Manager

Title/Position



Authorized Signature

5/21/18

Date

Terms and Conditions

1. Definitions

(a) Equipment. The computer hardware, including the central processing unit on which Software is installed, and any other Tyler supplied peripheral equipment at the location of software installation.

(b) Software. Any Software product licensed to Client by Tyler under a separate agreement for which Tyler offers its Client Software Update and Client Support services, which Software is identified in writing on the face of this document. Software may include machine readable code (object code) written in any language on any media, source code of listing, and any improvements, modifications, enhancements, changes or updates to such code or listings provided to Client by Tyler.

(c) System. The Equipment and the Software that are defined in 1(a) and 1(b) above.

2. Term

(a) This Agreement is effective from the Commencement Date and shall continue for a term of one year.

3. Eligibility for Service Agreement

(a) Software is eligible for inclusion under this Agreement immediately upon Tyler's installation of Software, expiration of Tyler's Software warranty, or expiration of an existing Tyler Software Update and Client Support Service Agreement.

(b) Service under this Agreement is contingent upon:

- (1) The Software being unmodified and properly maintained at the latest Tyler revision.
- (2) The System containing at least the minimum hardware configuration and prerequisite software as specified by Tyler.
- (3) All Software being covered by Software warranty or by this Agreement, if such coverage is available. Software licensed after the Commencement Date of this Agreement may be subject to additional charge(s) for coverage under this Agreement.

4. Service Responsibilities of Tyler

For the charges stated herein, Tyler shall provide the following Software Update and Client Support services:

(a) Software updates and enhancements to the covered Software made generally available by Tyler to its Clients during the term of this Agreement shall be provided as product releases on Tyler's standard media. Software updates and enhancements include:

- (1) Program changes required to use Tyler's standard forms.
- (2) Fixes to reported software problems.
- (3) General enhancements to covered Software, which Tyler deems to be included in the standard system.

(b) Improvements and revisions to reference manuals or documentation made generally available by Tyler to its Clients during the term of this agreement.

(c) Remote diagnostics of problems with covered Software.

(d) Periodic review of outstanding enhancement requests and bug reports.

(e) Telephone assistance, telephone number(s) will be provided to the Client. Contact to enable communication with a Tyler Specialist during the hours of 8:30 AM to 5:00 PM, local Dallas, Texas time, Monday through Friday, exclusive of Tyler holidays. Tyler will use reasonable efforts to respond to the Client Contact call within four working hours assisting with:

- (1) Identifying, verifying, and resolving problems in the Software.
- (2) Identifying and verifying problems with the Equipment used in connection with the Software.
- (3) Installation of Software releases.

5. Services Not Included

(a) No on-site Software Updates or Client Support services are included under this Agreement. Any on-site service requested by the Client or required due to software changes, operating system upgrades, training, or other assistance will be provided at Tyler's per-call rates and terms then in effect.

(b) Services not covered by this Agreement include, but are not limited to, failure of Equipment, failure of non-Tyler supplied software, failure of Software caused by non-Tyler provided hardware, failure of Software due to Equipment operation, catastrophe, fault, or negligence of Client, operation error, improper use or misuse of the System or any part thereof, or any other causes beyond the control of Tyler and occurring without the fault or negligence of Tyler.

6. Responsibilities of Client

(a) Client agrees to appoint a System Administrator to be responsible for the overall operation of the System and individual Product Administrator(s) to be

responsible for the operation of each product identified on the face of this agreement to function as the primary contact between Client and Tyler.

(b) Client acknowledges all Software changes, improvements, enhancements or updates (and each of them) provided by Tyler are subject to the same License Agreement under which Client obtained a license to the Software, including all terms and conditions thereof, and Client agrees to abide by such License Agreement.

(c) Client agrees to maintain the Software to the latest revision level.

(d) Client agrees to provide adequate training to its employees and further agrees to assign to the use of the system only those employees who have received adequate training.

(e) Client agrees to allow remote access to System and Client Data by Tyler for purposes of software support via a Microsoft or Cisco VPN.

7. Charges

(a) Charges will be invoiced annually in advance and will be payable on the first day of the quarter of the service period.

(b) Charges do not include any tax or other governmental impositions including, without limitation, sales and use tax. All such cost, if any, shall be invoiced separately to client, and client shall pay the same.

8. Limitation of Liability and Warranty

(a) Tyler's liability for damages arising out of or in connection with this Agreement whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the total charges paid or payable during one (1) year under this Agreement.

(b) No action arising out of or in connection with this Agreement whether based on a theory of contract or tort, including negligence and strict liability, may be brought or instituted by either party more than two (2) years after the cause of action accrues.

(c) In no event shall Tyler be liable to Client for (i) indirect, remote, incidental, special, exemplary, punitive or consequential damages, (ii) damages due to causes beyond the reasonable control of Tyler or (iii) damages resulting from loss of use of the System or any part thereof, loss or damage to Client source data, loss of revenue or destruction, or loss of materials provided to Tyler by client.

(d) THE RIGHTS AND REMEDIES OF CLIENT SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER RIGHTS AVAILABLE AT LAW OR IN EQUITY. Tyler DISCLAIMS ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR OR INTENDED PURPOSE.

9. General

(a) Client recognizes that Tyler invests considerable time and expenses in training Tyler employees. Should Client directly or indirectly contract with or hire any Tyler employee, Client shall immediately pay to Tyler four (4) months salary for each employee hired or contracted with and Tyler shall be entitled to any other modification or amendment to this agreement as shall be equitable under the circumstances.

(b) If either party neglects, fails or refuses to perform any of its obligations under this Agreement, and such failure continues for a period of twenty (20) days after written notice thereof, the other party shall have the right to discontinue performance and the right to terminate this Agreement.

(c) This Agreement supersedes all prior Software Update and Client Support service agreements and understandings between the parties with respect to any services covered by this Agreement, and may not be changed except by written instrument signed by both parties unless specifically permitted herein to the contrary and may not be terminated except by written notice.

(d) It is expressly understood and agreed that if either party, on any occasion fails to perform any term of this Agreement, and the other party does not enforce that term, the failure to enforce on that occasion shall not prevent enforcement on another occasion.

(e) Performance of this Agreement and payment of charges hereunder shall take place at Tyler's facility at the address set forth below.

(f) This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Texas.

10. Entirety of Agreement and Amendments.

(a) This Service Agreement contains all of the representations, warranties, and promises of the parties relating to the subject matter hereof, whether oral or written, and supersedes all representations, warranties, and promises of the parties relating to the subject matter hereof which predate this Service Agreement.

(b) This Service Agreement may only be amended, modified or changed by written instrument signed by both parties hereto.

Terms and Conditions
CLIENT SUPPORT AND SOFTWARE UPDATE SERVICES AGREEMENT
Addendum

Marion County, a political subdivision of the State of Oregon (“Client”) and Tyler Technologies, Inc. (“Tyler”) agree to the following addendum to the Client Support and Software Update Services Agreement (the “Agreement”). In the event of a conflict between this Addendum and the Agreement, the terms of this Addendum shall control.

2. Term

This Agreement is effective from the Commencement Date and shall continue for a one-year term. This Agreement may be terminated by either party upon ninety (90) days prior written notice to the other party.

5. Services Not Included

Any on-site service requested by the Client or required due to software changes, operating system upgrades, training or other assistance will be provided at Tyler’s per call rates and terms then in effect except as specified under this Agreement.

8. Limitations of Liability and Warranty

Tyler shall defend, indemnify, and hold harmless the Client, it’s officers, agents and employees from damages arising out of the tortuous acts of Tyler, it’s officers, agents and employees acting within the scope of their employment and duties in performance of the Agreement.

Tyler shall maintain at all times commercial general liability insurance, property damage insurance and cyber liability insurance, covering its activities and operations under this Agreement. Tyler shall add Marion County, its officers/officials, agents, employees and volunteers as additional insured for general liability and property damage insurance coverage and a separate written endorsement shall be issued by the company showing Marion County as an additional insured and containing a 30-day Notice of Cancellation endorsement. Such insurance shall be in the forms and amounts not less than set forth in ORS 30.260-30.300, hereto attached as Attachment A – Insurance Requirements. All insurance shall be evidenced by a Certificate of Insurance and Endorsement provided to the Client, indicating coverage, limits and effective dates, by an insurance company licensed to do business in the State of Oregon.

9. General

Neither party will directly or indirectly solicit or recruit for employment, any employee or consultant of the other without written consent of the other. Nothing contained herein shall prohibit Client from utilizing its regular open competitive recruitment process for hiring employees for vacant positions.

Tyler agrees to comply with the Civil Rights Act of 1964 and 1991, Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

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This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Oregon.

MARION COUNTY SIGNATURE
BOARD OF COMMISSIONERS:

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: _____
Department Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: _____
Marion County Contracts & Procurement Date

TYLER TECHNOLOGIES, INC. SIGNATURE

Authorized Signature: _____
Date

Title: _____

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ATTACHMENT A – INSURANCE REQUIREMENTS

TORT ACTIONS AGAINST PUBLIC BODIES

(Generally)

30.260 Definitions for ORS 30.260 to 30.300. As used in ORS 30.260 to 30.300, unless the context requires otherwise:

- (1) “Department” means the Oregon Department of Administrative Services.
- (2) “Director” means the Director of the Oregon Department of Administrative Services.
- (3) “Governing body” means the group or officer in which the controlling authority of any public body is vested.
- (4) “Public body” means:
 - (a) A public body as defined in ORS 174.109;
 - (b) Any nonprofit corporation that is organized and existing under ORS chapter 65 and that has only political subdivisions or municipal, quasi-municipal or public corporations in this state as members;
 - (c) A child-caring agency, as defined in ORS 418.205, that meets the criteria specified in ORS 278.322 (1)(a) and that receives more than 50 percent of its funding from the state for the purpose of providing residential treatment to children who have been placed in the care and custody of the state or that provides residential treatment to children more than half of whom have been placed in the care and custody of the state; or
 - (d) A private, nonprofit organization that provides public transportation services if more than 50 percent of the organization’s funding for the purpose of providing public transportation services is received from governmental bodies.
- (5) “State” means:
 - (a) State government as defined in ORS 174.111;
 - (b) The State Accident Insurance Fund Corporation; and
 - (c) The Oregon Utility Notification Center.
- (6) “Local public body” means any public body other than the state.
- (7) “Nuclear incident” has the meaning given that term in 42 U.S.C. 2014(q).
- (8) “Tort” means the breach of a legal duty that is imposed by law, other than a duty arising from contract or quasi-contract, the breach of which results in injury to a specific person or persons for which the law provides a civil right of action for damages or for a protective remedy. [1967 c.627 §1; 1975 c.609 §11; 1977 c.823 §1; 1981 c.109 §1; 1987 c.915 §9; subsections (7) and (8) enacted as 1987 c.705 §6; 1989 c.905 §1; 1989 c.1004 §2; 1993 c.500 §3; 1997 c.215 §4; 2005 c.684 §1; 2005 c.798 §2; 2009 c.67 §9; 2016 c.106 §41]

30.261 Limitation on applicability of ORS 30.260 to 30.300 to certain private, nonprofit organizations. A private, nonprofit organization described under ORS 30.260 (4)(d) is subject to ORS 30.260 to 30.300 only for the purposes of providing public transportation services. [2005 c.684 §4; 2009 c.67 §17]

Note: 30.261 was added to and made a part of 30.260 to 30.300 by legislative action but was not added to any smaller series therein. See Preface to Oregon Revised Statutes for further explanation.

30.262 Certain nonprofit facilities and homes public bodies for purposes of ORS 30.260 to 30.300. (1) The following facilities and training homes are public bodies for the purposes of ORS 30.260 to 30.300:

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(a) A nonprofit residential training facility as defined in ORS 443.400, nonprofit residential training home as defined in ORS 443.400 or nonprofit facility as defined in ORS 427.005, organized and existing under ORS chapter 65, that receives more than 50 percent of its funding from the state or a political subdivision of the state for the purpose of providing residential or vocational services to individuals with intellectual or other developmental disabilities.

(b) A nonprofit residential training facility as defined in ORS 443.400, nonprofit residential training home as defined in ORS 443.400 or nonprofit facility as defined in ORS 427.005, organized and existing under ORS chapter 65, that receives less than 50 percent of its funding from the state or a political subdivision of the state but that provides residential or vocational services to individuals with intellectual or other developmental disabilities, more than half of whom are eligible for funding for services by the Department of Human Services under criteria established by the department.

(2) The provisions of this section apply only to a nonprofit residential training facility, nonprofit residential training home or nonprofit facility that provides services to individuals with intellectual or other developmental disabilities under a contract with:

(a) The Department of Human Services; or

(b) A community mental health program or community developmental disabilities program established pursuant to ORS 430.620. [1997 c.579 §2; 2001 c.900 §9; 2007 c.70 §8; 2011 c.658 §30; 2011 c.720 §52]

Note: 30.262 was added to and made a part of 30.260 to 30.300 by legislative action but was not added to any smaller series therein. See Preface to Oregon Revised Statutes for further explanation.

30.264 [2001 c.370 §2; 2011 c.637 §60; repealed by 2013 c.301 §1]

30.265 Scope of liability of public body, officers, employees and agents; liability in nuclear incident. (1) Subject to the limitations of ORS 30.260 to 30.300, every public body is subject to civil action for its torts and those of its officers, employees and agents acting within the scope of their employment or duties, whether arising out of a governmental or proprietary function or while operating a motor vehicle in a ridesharing arrangement authorized under ORS 276.598.

(2) The sole cause of action for a tort committed by officers, employees or agents of a public body acting within the scope of their employment or duties and eligible for representation and indemnification under ORS 30.285 or 30.287 is an action under ORS 30.260 to 30.300. The remedy provided by ORS 30.260 to 30.300 is exclusive of any other action against any such officer, employee or agent of a public body whose act or omission within the scope of the officer's, employee's or agent's employment or duties gives rise to the action. No other form of civil action is permitted.

(3) If an action under ORS 30.260 to 30.300 alleges damages in an amount equal to or less than the damages allowed under ORS 30.271, 30.272 or 30.273, the sole cause of action for a tort committed by officers, employees or agents of a public body acting within the scope of their employment or duties and eligible for representation and indemnification under ORS 30.285 or 30.287 is an action against the public body. If an action is filed against an officer, employee or agent of a public body, and the plaintiff alleges damages in an amount equal to or less than the damages allowed under ORS 30.271, 30.272 or 30.273, the court upon motion shall substitute the public body as the defendant. Substitution of the public body as the defendant does not exempt the public body from making any report required under ORS 742.400.

(4) If an action under ORS 30.260 to 30.300 alleges damages in an amount greater than the damages allowed under ORS 30.271, 30.272 or 30.273, the action may be brought and maintained against an officer, employee or agent of a public body, whether or not the public body is also named as a defendant. An action brought under this subsection is subject to the limitations on damages imposed under ORS 30.271, 30.272 or 30.273, and the total combined amount recovered in the action may not exceed those limitations for a single accident or occurrence without regard to the number or types of defendants named in the action.

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(5) Every public body is immune from liability for any claim for injury to or death of any person or injury to property resulting from an act or omission of an officer, employee or agent of a public body when such officer, employee or agent is immune from liability.

(6) Every public body and its officers, employees and agents acting within the scope of their employment or duties, or while operating a motor vehicle in a ridesharing arrangement authorized under ORS 276.598, are immune from liability for:

(a) Any claim for injury to or death of any person covered by any workers' compensation law.

(b) Any claim in connection with the assessment and collection of taxes.

(c) Any claim based upon the performance of or the failure to exercise or perform a discretionary function or duty, whether or not the discretion is abused.

(d) Any claim that is limited or barred by the provisions of any other statute, including but not limited to any statute of ultimate repose.

(e) Any claim arising out of riot, civil commotion or mob action or out of any act or omission in connection with the prevention of any of the foregoing.

(f) Any claim arising out of an act done or omitted under apparent authority of a law, resolution, rule or regulation that is unconstitutional, invalid or inapplicable except to the extent that they would have been liable had the law, resolution, rule or regulation been constitutional, valid and applicable, unless such act was done or omitted in bad faith or with malice.

(7) This section applies to any action of any officer, employee or agent of the state relating to a nuclear incident, whether or not the officer, employee or agent is acting within the scope of employment, and provided the nuclear incident is covered by an insurance or indemnity agreement under 42 U.S.C. 2210.

(8) Subsection (6)(c) of this section does not apply to any discretionary act that is found to be the cause or partial cause of a nuclear incident covered by an insurance or indemnity agreement under the provisions of 42 U.S.C. 2210, including but not limited to road design and route selection. [1967 c.627 §§2,3,10; 1969 c.429 §1; 1975 c.609 §12; 1977 c.823 §2; 1981 c.490 §4; 1985 c.731 §31; 1987 c.705 §7; 1991 c.861 §1; 2005 c.22 §19; 2007 c.803 §4; 2011 c.270 §1]

30.266 [1977 c.781 §2; 1981 c.109 §2; 1985 c.731 §20; 1989 c.873 §1; repealed by 1991 c.756 §5]

30.267 Liability for certain medical treatment at Oregon Health and Science University facilities. (1) For the purposes of ORS 30.260 to 30.300, all services constituting patient care, including, but not limited to, inpatient care, outpatient care and all forms of consultation, that are provided on the Oregon Health and Science University campus or in any Oregon Health and Science University clinic are within the scope of their state employment or duties when performed by:

(a) Salaried physicians, naturopathic physicians or dentists employed at any full-time equivalent by the Oregon Health and Science University;

(b) Nonsalaried or courtesy physicians, naturopathic physicians or dentists affiliated with the Oregon Health and Science University;

(c) Medical, dental or nursing students or trainees affiliated with the Oregon Health and Science University;

(d) Volunteer physicians, naturopathic physicians or dentists affiliated with the Oregon Health and Science University; or

(e) Any nurses, students, orderlies, volunteers, aides or employees of the Oregon Health and Science University.

(2) As used in this section:

(a) "Nonsalaried or courtesy physician, naturopathic physician or dentist" means a physician, naturopathic physician or dentist who receives a fee or other compensation for those services constituting patient care which are within the scope of state employment or duties under this section. The term does not include a physician, naturopathic physician or dentist described under subsection (1)(a) of this section.

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(b) “Volunteer physician, naturopathic physician or dentist” means a physician, naturopathic physician or dentist who does not receive a salary, fee or other compensation for those services constituting patient care which are within the scope of state employment or duties under this section. [1977 c.851 §2; 2017 c.356 §1]

30.268 Liability for certain medical treatment at facilities other than Oregon Health and Science University. (1) For the purposes of ORS 30.260 to 30.300, all services constituting patient care, including, but not limited to, inpatient care, outpatient care and all forms of consultation that are provided at a location other than the Oregon Health and Science University campus or one of the Oregon Health and Science University clinics are within the scope of state employment or duties when:

(a) Provided by members of the Oregon Health and Science University faculty or staff, Oregon Health and Science University students under prior written express authorization from the president of the Oregon Health and Science University or a representative of the president to provide those services at that location;

(b) The services provided are within the scope of the express authorization; and

(c) The Oregon Health and Science University:

(A) Derives revenue in a similar amount or percentage as it would for care rendered on the Oregon Health and Science University campus or at an Oregon Health and Science University clinic; or

(B) Is performing a salaried, nonfee-generating or volunteer public community or nonfee-generating educational service by providing the services.

(2) For the purposes of ORS 30.260 to 30.300, services constituting patient care that are provided at a location other than the Oregon Health and Science University campus or one of the Oregon Health and Science University clinics are not within the scope of state employment or duties when:

(a) Such services constitute an exclusively private relationship between the patient and a person described in subsection (1)(a) of this section; and

(b) The requirements of subsection (1)(b) and (c) of this section are not met. [1977 c.851 §3; 1995 c.84 §1]

30.269 Limitations on awards under Oregon Tort Claims Act generally. (1) Punitive damages may not be awarded on any claim subject to ORS 30.260 to 30.300.

(2) Claims subject to ORS 30.260 to 30.300 are not subject to the limitation imposed by ORS 31.710.

(3) A court may not apply the limitations imposed on recovery under ORS 30.271, 30.272 and 30.273 until after the entry of a verdict or a stipulation by the parties to the amount of the damages.

(4) The limitations imposed under ORS 30.271 (2) and 30.272 (2) on single claimants include damages claimed for loss of services or loss of support arising out of the same tort.

(5) If two or more claimants recover on a claim that arises out of a single accident or occurrence, and the recovery is subject to a limitation imposed by ORS 30.271 (3), 30.272 (3) or 30.273 (2)(b), any party to the action in which the claim is made may apply to the court to apportion to each claimant the proper share of the amount allowed by ORS 30.271 (3), 30.272 (3) or 30.273 (2)(b). The share apportioned to each claimant shall be in the proportion that the ratio of the award or settlement made to the claimant bears to the aggregate awards and settlements for all claims arising out of the accident or occurrence.

(6) Liability of any public body and one or more of its officers, employees or agents, or two or more officers, employees or agents of a public body, on claims arising out of a single accident or occurrence, may not exceed in the aggregate the amounts allowed by ORS 30.271, 30.272 and 30.273.

(7) ORS 30.271, 30.272 and 30.273 do not apply to a claim arising in connection with a nuclear incident covered by an insurance or indemnity agreement under 42 U.S.C. 2210.

(8) For the purposes of the limitations imposed by ORS 30.271, 30.272 and 30.273, events giving rise to a proclamation of a state of emergency under ORS 401.165, or a proclamation of a public health emergency under ORS 433.441, do not constitute a single accident or occurrence. [2009 c.67 §2; 2009 c.718 §15]

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Note: 30.269 to 30.274 were added to and made a part of 30.260 to 30.300 by legislative action but were not added to any smaller series therein. See Preface to Oregon Revised Statutes for further explanation.

30.270 [1967 c.627 §4; 1969 c.429 §2; 1975 c.609 §13; 1987 c.705 §8; 1987 c.915 §13; repealed by 2009 c.67 §20]

30.271 Limitations on liability of state for personal injury and death. (1) The limitations imposed by this section apply to claims that:

- (a) Are subject to ORS 30.260 to 30.300;
- (b) Are made against the state, or against an officer, employee or agent of the state acting within the person's scope of employment or duties;
- (c) Arise out of a single accident or occurrence; and
- (d) Are not claims for damage to or destruction of property.

(2) The liability of the state, and the liability of the state's officers, employees and agents acting within the scope of their employment or duties, to any single claimant for claims described in subsection (1) of this section may not exceed:

- (a) \$1.5 million, for causes of action arising on or after December 28, 2007, and before July 1, 2010.
- (b) \$1.6 million, for causes of action arising on or after July 1, 2010, and before July 1, 2011.
- (c) \$1.7 million, for causes of action arising on or after July 1, 2011, and before July 1, 2012.
- (d) \$1.8 million, for causes of action arising on or after July 1, 2012, and before July 1, 2013.
- (e) \$1.9 million, for causes of action arising on or after July 1, 2013, and before July 1, 2014.
- (f) \$2 million, for causes of action arising on or after July 1, 2014, and before July 1, 2015.
- (g) The adjusted limitation provided by subsection (4) of this section, for causes of action arising on or after July 1, 2015.

(3) The liability of the state, and the liability of the state's officers, employees and agents acting within the scope of their employment or duties, to all claimants for claims described in subsection (1) of this section may not exceed:

- (a) \$3 million, for causes of action arising on or after December 28, 2007, and before July 1, 2010.
- (b) \$3.2 million, for causes of action arising on or after July 1, 2010, and before July 1, 2011.
- (c) \$3.4 million, for causes of action arising on or after July 1, 2011, and before July 1, 2012.
- (d) \$3.6 million, for causes of action arising on or after July 1, 2012, and before July 1, 2013.
- (e) \$3.8 million, for causes of action arising on or after July 1, 2013, and before July 1, 2014.
- (f) \$4 million, for causes of action arising on or after July 1, 2014, and before July 1, 2015.
- (g) The adjusted limitation provided by subsection (4) of this section, for causes of action arising on or after July 1, 2015.

(4) Beginning in 2015, and every year thereafter, the State Court Administrator shall determine the percentage increase or decrease in the cost of living for the previous calendar year, based on changes in the Portland-Salem, OR-WA Consumer Price Index for All Urban Consumers for All Items as published by the Bureau of Labor Statistics of the United States Department of Labor. On or before July 1 of the year in which the State Court Administrator makes the determination required by this subsection, the State Court Administrator shall adjust the limitations imposed under subsections (2) and (3) of this section for the following calendar year by multiplying the limitation amounts applicable to the calendar year in which the adjustment is made by the percentage amount determined under this subsection. The adjustment may not exceed three percent for any year. The State Court Administrator shall round the adjusted limitation amount to the nearest \$100, but the unrounded amount shall be used to calculate the adjustments to the limitations in subsequent calendar years. The adjusted limitation becomes effective on July 1 of the year in which the adjustment is made, and applies to all causes of action arising on or after July 1 of that year and before July 1 of the subsequent year.

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(5) The limitations imposed by this section apply to claims against Oregon Health and Science University.

(6) The limitations imposed by this section apply to claims against the State Fair Council. [2009 c.67 §3; 2015 c.589 §1]

Note: See note under 30.269.

30.272 Limitations on liability of local public bodies for personal injury and death. (1) The limitations imposed by this section apply to claims that:

- (a) Are subject to ORS 30.260 to 30.300;
- (b) Are made against a local public body, or against an officer, employee or agent of a local public body acting within the person's scope of employment or duties;
- (c) Arise out of a single accident or occurrence; and
- (d) Are not claims for damage to or destruction of property.

(2) The liability of a local public body, and the liability of the public body's officers, employees and agents acting within the scope of their employment or duties, to any single claimant for claims described in subsection (1) of this section may not exceed:

- (a) \$500,000, for causes of action arising on or after July 1, 2009, and before July 1, 2010.
- (b) \$533,300, for causes of action arising on or after July 1, 2010, and before July 1, 2011.
- (c) \$566,700, for causes of action arising on or after July 1, 2011, and before July 1, 2012.
- (d) \$600,000, for causes of action arising on or after July 1, 2012, and before July 1, 2013.
- (e) \$633,300, for causes of action arising on or after July 1, 2013, and before July 1, 2014.
- (f) \$666,700, for causes of action arising on or after July 1, 2014, and before July 1, 2015.
- (g) The adjusted limitation provided by subsection (4) of this section, for causes of action arising on or after July 1, 2015.

(3) The liability of a local public body, and the liability of the public body's officers, employees and agents acting within the scope of their employment or duties, to all claimants for claims described in subsection (1) of this section may not exceed:

- (a) \$1 million, for causes of action arising on or after July 1, 2009, and before July 1, 2010.
- (b) \$1,066,700, for causes of action arising on or after July 1, 2010, and before July 1, 2011.
- (c) \$1,133,300, for causes of action arising on or after July 1, 2011, and before July 1, 2012.
- (d) \$1,200,000, for causes of action arising on or after July 1, 2012, and before July 1, 2013.
- (e) \$1,266,700, for causes of action arising on or after July 1, 2013, and before July 1, 2014.
- (f) \$1,333,300, for causes of action arising on or after July 1, 2014, and before July 1, 2015.
- (g) The adjusted limitation provided by subsection (4) of this section, for causes of action arising on or after July 1, 2015.

(4) Beginning in 2015, and every year thereafter, the State Court Administrator shall determine the percentage increase or decrease in the cost of living for the previous calendar year, based on changes in the Portland-Salem, OR-WA Consumer Price Index for All Urban Consumers for All Items as published by the Bureau of Labor Statistics of the United States Department of Labor. On or before July 1 of the year in which the State Court Administrator makes the determination required by this subsection, the State Court Administrator shall adjust the limitations imposed under subsections (2) and (3) of this section for the following calendar year by multiplying the limitation amounts applicable to the calendar year in which the adjustment is made by the percentage amount determined under this subsection. The adjustment may not exceed three percent for any year. The State Court Administrator shall round the adjusted limitation amount to the nearest \$100, but the unrounded amount shall be used to calculate the adjustments to the limitations in subsequent calendar years. The adjusted limitation becomes effective on July 1 of the year in which the adjustment is made, and applies to all causes of action arising on or after July 1 of that year and before July 1 of the subsequent year.

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(5) The limitations imposed by this section do not apply to claims against Oregon Health and Science University. [2009 c.67 §4]

Note: See note under 30.269.

30.273 Limitations on liability of public bodies for property damage or destruction. (1) The limitations imposed by this section apply to claims that:

- (a) Are subject to ORS 30.260 to 30.300;
 - (b) Are made against a public body, or against a public body's officers, employees and agents acting within the scope of their employment or duties;
 - (c) Arise out of a single accident or occurrence; and
 - (d) Are claims for damage to or destruction of property, including consequential damages.
- (2) The liability of a public body, and the liability of the public body's officers, employees and agents acting within the scope of their employment or duties, for claims described in subsection (1) of this section may not exceed:

(a) \$100,000, or the adjusted limitation provided by subsection (3) of this section, to any single claimant.

(b) \$500,000, or the adjusted limitation provided by subsection (3) of this section, to all claimants.

(3) Beginning in 2010, and every year thereafter, the State Court Administrator shall determine the percentage increase or decrease in the cost of living for the previous calendar year, based on changes in the Portland-Salem, OR-WA Consumer Price Index for All Urban Consumers for All Items as published by the Bureau of Labor Statistics of the United States Department of Labor. On or before July 1 of the year in which the State Court Administrator makes the determination required by this subsection, the State Court Administrator shall adjust the limitations imposed under subsection (2) of this section for the following calendar year by multiplying the limitation amounts applicable to the calendar year in which the adjustment is made by the percentage amount determined under this subsection. The adjustment may not exceed three percent for any year. The State Court Administrator shall round the adjusted limitation amount to the nearest \$100, but the unrounded amount shall be used to calculate the adjustments to the limitations in subsequent calendar years. The adjusted limitation becomes effective on July 1 of the year in which the adjustment is made, and applies to all causes of action arising on or after July 1 of that year and before July 1 of the subsequent year. [2009 c.67 §5]

Note: See note under 30.269.

30.274 Direct appeal of constitutionality of limitations. (1) At the request of any party to an action under ORS 30.260 to 30.300, the court shall enter a limited judgment that is limited to the issue of the application of the limitations imposed by ORS 30.271, 30.272 or 30.273. A limited judgment may be entered under this section only after:

- (a) The parties have stipulated to the total damages in the action; or
 - (b) The finder of fact has decided the total damages in the action.
- (2) If a limited judgment is entered under this section, the court may not enter a general judgment until an appellate judgment on any appeal of the limited judgment has been entered.

(3) A limited judgment entered under this section may be appealed only by filing a notice of appeal directly with the Supreme Court within the time and in the manner specified in ORS chapter 19 for civil appeals to the Court of Appeals. Any party filing a notice of appeal under this subsection must note in the notice of appeal that the case is subject to this subsection.

(4) An appeal filed under this section may not raise any issue relating to the case other than the application of a limitation imposed under ORS 30.271, 30.272 or 30.273.

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(5) If a limited judgment is not requested under this section, a party may seek judicial review of the imposition of any of the limitations under ORS 30.271, 30.272 or 30.273 in an appeal from the general judgment in the action. [2009 c.67 §6]

Note: See note under 30.269.

30.275 Notice of claim; time of notice; time of action. (1) No action arising from any act or omission of a public body or an officer, employee or agent of a public body within the scope of ORS 30.260 to 30.300 shall be maintained unless notice of claim is given as required by this section.

(2) Notice of claim shall be given within the following applicable period of time, not including the period, not exceeding 90 days, during which the person injured is unable to give the notice because of the injury or because of minority, incompetency or other incapacity:

(a) For wrongful death, within one year after the alleged loss or injury.

(b) For all other claims, within 180 days after the alleged loss or injury.

(3) Notice of claim required by this section is satisfied by:

(a) Formal notice of claim as provided in subsections (4) and (5) of this section;

(b) Actual notice of claim as provided in subsection (6) of this section;

(c) Commencement of an action on the claim by or on behalf of the claimant within the applicable period of time provided in subsection (2) of this section; or

(d) Payment of all or any part of the claim by or on behalf of the public body at any time.

(4) Formal notice of claim is a written communication from a claimant or representative of a claimant containing:

(a) A statement that a claim for damages is or will be asserted against the public body or an officer, employee or agent of the public body;

(b) A description of the time, place and circumstances giving rise to the claim, so far as known to the claimant; and

(c) The name of the claimant and the mailing address to which correspondence concerning the claim may be sent.

(5) Formal notice of claim shall be given by mail or personal delivery:

(a) If the claim is against the state or an officer, employee or agent thereof, to the office of the Director of the Oregon Department of Administrative Services.

(b) If the claim is against a local public body or an officer, employee or agent thereof, to the public body at its principal administrative office, to any member of the governing body of the public body, or to an attorney designated by the governing body as its general counsel.

(6) Actual notice of claim is any communication by which any individual to whom notice may be given as provided in subsection (5) of this section or any person responsible for administering tort claims on behalf of the public body acquires actual knowledge of the time, place and circumstances giving rise to the claim, where the communication is such that a reasonable person would conclude that a particular person intends to assert a claim against the public body or an officer, employee or agent of the public body. A person responsible for administering tort claims on behalf of a public body is a person who, acting within the scope of the person's responsibility, as an officer, employee or agent of a public body or as an employee or agent of an insurance carrier insuring the public body for risks within the scope of ORS 30.260 to 30.300, engages in investigation, negotiation, adjustment or defense of claims within the scope of ORS 30.260 to 30.300, or in furnishing or accepting forms for claimants to provide claim information, or in supervising any of those activities.

(7) In an action arising from any act or omission of a public body or an officer, employee or agent of a public body within the scope of ORS 30.260 to 30.300, the plaintiff has the burden of proving that notice of claim was given as required by this section.

(8) The requirement that a notice of claim be given under subsections (1) to (7) of this section does not apply if:

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(a)(A) The claimant was under the age of 18 years when the acts or omissions giving rise to a claim occurred;

(B) The claim is against the Department of Human Services or the Oregon Youth Authority; and

(C) The claimant was in the custody of the Department of Human Services pursuant to an order of a juvenile court under ORS 419B.150, 419B.185, 419B.337 or 419B.527, or was in the custody of the Oregon Youth Authority under the provisions of ORS 419C.478, 420.011 or 420A.040, when the acts or omissions giving rise to a claim occurred.

(b) The claim is against a private, nonprofit organization that provides public transportation services described under ORS 30.260 (4)(d).

(9) Except as provided in ORS 12.120, 12.135 and 659A.875, but notwithstanding any other provision of ORS chapter 12 or other statute providing a limitation on the commencement of an action, an action arising from any act or omission of a public body or an officer, employee or agent of a public body within the scope of ORS 30.260 to 30.300 shall be commenced within two years after the alleged loss or injury. [1967 c.627 §5; 1969 c.429 §3; 1975 c.604 §1a; 1975 c.609 §14; 1977 c.823 §3; 1979 c.284 §64; 1981 c.350 §1; 1993 c.500 §4; 1993 c.515 §1; 2001 c.601 §1; 2001 c.621 §89; 2005 c.684 §2; 2009 c.67 §18]

30.278 Reporting notice of claim of professional negligence to licensing board. (1) When notice is received under ORS 30.275 of a claim of professional negligence against a physician, optometrist, dentist, dental hygienist or naturopath who is acting within the scope of employment by a public body or within the scope of duties as defined by ORS 30.267, the person receiving the notice shall report to the appropriate licensing board, in the same manner as required by ORS 742.400, the information required by ORS 742.400 to be reported by insurers or self-insured associations.

(2) This section does not apply to a notice of adverse health care incident received under section 2, chapter 5, Oregon Laws 2013. [1987 c.774 §64; 2013 c.5 §11]

Note: The amendments to 30.278 by section 12, chapter 5, Oregon Laws 2013, become operative December 31, 2023. See section 22, chapter 5, Oregon Laws 2013. The text that is operative on and after December 31, 2023, is set forth for the user's convenience.

30.278. When notice is received under ORS 30.275 of a claim of professional negligence against a physician, optometrist, dentist, dental hygienist or naturopath who is acting within the scope of employment by a public body or within the scope of duties as defined by ORS 30.267, the person receiving the notice shall report to the appropriate licensing board, in the same manner as required by ORS 742.400, the information required by ORS 742.400 to be reported by insurers or self-insured associations.

Note: 30.278 was enacted into law by the Legislative Assembly but was not added to or made a part of ORS chapter 30 or any series therein by legislative action. See Preface to Oregon Revised Statutes for further explanation.

30.280 [1967 c.627 §6; repealed by 1975 c.609 §25]

30.282 Local public body insurance; self-insurance program; action against program. (1) The governing body of any local public body may procure insurance against:

(a) Tort liability of the public body and its officers, employees and agents acting within the scope of their employment or duties; or

(b) Property damage.

(2) In addition to, or in lieu of procuring insurance, the governing body may establish a self-insurance program against the tort liability of the public body and its officers, employees and agents or against property damage. If the public body has authority to levy taxes, it may include in its levy an amount sufficient to establish and maintain a self-insurance program on an actuarially sound basis.

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(3) Notwithstanding any other provision of law, two or more local public bodies may jointly provide by intergovernmental agreement for anything that subsections (1) and (2) of this section authorize individually.

(4) As an alternative or in addition to establishment of a self-insurance program or purchase of insurance or both, the governing body of any local public body and the Oregon Department of Administrative Services may contract for payment by the public body to the department of assessments determined by the department to be sufficient, on an actuarially sound basis, to cover the potential liability of the public body and its officers, employees or agents acting within the scope of their employment or duties under ORS 30.260 to 30.300, and costs of administration, or to cover any portion of potential liability, and for payment by the department of valid claims against the public body and its officers, employees and agents acting within the scope of their employment or duties. The department may provide the public body evidence of insurance by issuance of a certificate or policy.

(5) Assessments paid to the department under subsection (4) of this section shall be paid into the Insurance Fund created under ORS 278.425, and claims paid and administrative costs incurred under subsection (4) of this section shall be paid out of the Insurance Fund, and moneys in the Insurance Fund are continuously appropriated for those purposes. When notice of any claim is furnished as provided in the agreement, the claim shall be handled and paid, if appropriate, in the same manner as a claim against a state agency, officer, employee or agent, without regard to the amount the local public body has been assessed.

(6) A self-insurance program established by three or more public bodies under subsections (2) and (3) of this section is subject to the following requirements:

- (a) The annual contributions to the program must amount in the aggregate to at least \$1 million.
- (b) The program must provide documentation that defines program benefits and administration.
- (c) Program contributions and reserves must be held in separate accounts and used for the exclusive benefit of the program.

(d) The program must maintain adequate reserves. Reserve adequacy shall be calculated annually with proper actuarial calculations including the following:

- (A) Known claims, paid and outstanding;
- (B) Estimate of incurred but not reported claims;
- (C) Claims handling expenses;
- (D) Unearned contributions; and
- (E) A claims trend factor.

(e) The program must maintain an unallocated reserve account equal to 25 percent of annual contributions, or \$250,000, whichever is greater. As used in this paragraph, "unallocated reserves" means the amount of funds determined by a licensed independent actuary to be greater than what is required to fund outstanding claim liabilities, including an estimate of claims incurred but not reported.

(f) The program must make an annual independently audited financial statement available to the participants of the program.

(g) The program must maintain adequate excess or reinsurance against the risk of economic loss.

(h) The program, a third party administrator or an owner of a third party administrator may not collect commissions or fees from an insurer.

(7) A program operated under subsection (6) of this section that fails to meet any of the listed requirements for a period longer than 30 consecutive days shall be dissolved and any unallocated reserves returned in proportional amounts based on the contributions of the public body to the public bodies that established the program within 90 days of the failure.

(8) A local public body may bring an action against a program operated under subsection (6) of this section if the program fails to comply with the requirements listed in subsection (6) of this section. [1975 c.609 §19; 1977 c.428 §1; 1981 c.109 §4; 1985 c.731 §21; 2005 c.175 §2; 2009 c.67 §19]

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30.285 Public body shall indemnify public officers; procedure for requesting counsel; extent of duty of state; obligation for judgment and attorney fees. (1) The governing body of any public body shall defend, save harmless and indemnify any of its officers, employees and agents, whether elective or appointive, against any tort claim or demand, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of duty.

(2) The provisions of subsection (1) of this section do not apply in case of malfeasance in office or willful or wanton neglect of duty.

(3) If any civil action, suit or proceeding is brought against any state officer, employee or agent which on its face falls within the provisions of subsection (1) of this section, or which the state officer, employee or agent asserts to be based in fact upon an alleged act or omission in the performance of duty, the state officer, employee or agent may, after consulting with the Oregon Department of Administrative Services file a written request for counsel with the Attorney General. The Attorney General shall thereupon appear and defend the officer, employee or agent unless after investigation the Attorney General finds that the claim or demand does not arise out of an alleged act or omission occurring in the performance of duty, or that the act or omission complained of amounted to malfeasance in office or willful or wanton neglect of duty, in which case the Attorney General shall reject defense of the claim.

(4) Any officer, employee or agent of the state against whom a claim within the scope of this section is made shall cooperate fully with the Attorney General and the department in the defense of such claim. If the Attorney General after consulting with the department determines that such officer, employee or agent has not so cooperated or has otherwise acted to prejudice defense of the claim, the Attorney General may at any time reject the defense of the claim.

(5) If the Attorney General rejects defense of a claim under subsection (3) of this section or this subsection, no public funds shall be paid in settlement of said claim or in payment of any judgment against such officer, employee or agent. Such action by the Attorney General shall not prejudice the right of the officer, employee or agent to assert and establish an appropriate proceedings that the claim or demand in fact arose out of an alleged act or omission occurring in the performance of duty, or that the act or omission complained of did not amount to malfeasance in office or willful or wanton neglect of duty, in which case the officer, employee or agent shall be indemnified against liability and reasonable costs of defending the claim, cost of such indemnification to be a charge against the Insurance Fund established by ORS 278.425.

(6) Nothing in subsection (3), (4) or (5) of this section shall be deemed to increase the limits of liability of any public officer, agent or employee under ORS 30.260 to 30.300, or obviate the necessity of compliance with ORS 30.275 by any claimant, nor to affect the liability of the state itself or of any other public officer, agent or employee on any claim arising out of the same accident or occurrence.

(7) As used in this section, "state officer, employee or agent" includes district attorneys and deputy district attorneys, special prosecutors and law clerks of the office of district attorney who act in a prosecutorial capacity, but does not include any other employee of the office of district attorney or any employee of the justice or circuit courts whose salary is paid wholly or in part by the county. [1967 c.627 §7; 1975 c.609 §16; 1981 c.109 §5; 1981 c.913 §2; 1985 c.731 §22; 1987 c.763 §1; 2009 c.67 §11]

30.287 Counsel for public officer; when public funds not to be paid in settlement; effect on liability limit; defense by insurer. (1) If any civil action, suit or proceeding is brought against any officer, employee or agent of a local public body which on its face falls within the provisions of ORS 30.285 (1), or which the officer, employee or agent asserts to be based in fact upon an alleged act or omission in the performance of duty, the officer, employee or agent may file a written request for counsel with the governing body of the public body. The governing body shall thereupon engage counsel to appear and defend the officer, employee or agent unless after investigation it is determined that the claim or demand does not arise out of an alleged act or omission occurring in the performance of duty, or that the act or omission complained of amounted to malfeasance in office or willful or wanton neglect of duty, in which case the governing body shall reject defense of the claim.

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(2) Any officer, employee or agent of a local public body against whom a claim within the scope of this section is made shall cooperate fully with the governing body and counsel in the defense of such claim. If the counsel determines and certifies to the governing body that such officer, employee or agent has not so cooperated or has otherwise acted in prejudice of the defense of the claim, the governing body may at any time reject the defense of the claim.

(3) If the governing body rejects defense of a claim under subsection (1) of this section, no public funds shall be paid in settlement of the claim or in payment of any judgment against such officer, employee or agent. Such action by the governing body shall not prejudice the right of the officer, employee or agent to assert and establish in an appropriate proceedings that the claim or demand in fact arose out of an alleged act or omission occurring in the performance of duty, or that the act or omission complained of did not amount to malfeasance in office or willful or wanton neglect of duty, in which case the officer, employee or agent shall be indemnified by the public body against liability and reasonable costs of defending the claim.

(4) Nothing in subsection (1), (2) or (3) of this section shall be deemed to increase the limits of liability of any public officer, agent or employee under ORS 30.260 to 30.300, or relieve any claimant of the necessity of compliance with ORS 30.275, nor to affect the liability of the local public body itself or of any other public officer, agent or employee on any claim arising out of the same accident or occurrence.

(5) The provisions of this section may be superseded to the extent that the claim against the public officer, employee or agent may be defended by any insurer, or may be subject under ORS 30.282 to agreement with the Oregon Department of Administrative Services, in which case the provisions of the policy of insurance or other agreement are applicable. [1975 c.609 §20; 1985 c.565 §3; 1989 c.1004 §1; 2009 c.67 §12]

30.290 Settlement of claims by local public body. The governing body of any local public body may, subject to the provisions of any contract of liability insurance existing, compromise, adjust and settle tort claims against the public body or its officers, employees or agents acting within the scope of their employment for damages under ORS 30.260 to 30.300 and may, subject to procedural requirements imposed by law or other charter, appropriate money for the payment of amounts agreed upon. [1967 c.627 §8; 1975 c.609 §17; 1989 c.655 §1]

30.295 Payment of judgment or settlement; remedies for nonpayment; tax levy for payment; installment payments. (1) When a judgment is entered against or a settlement is made by a public body for a claim within the scope of ORS 30.260 to 30.300, including claims against officers, employees or agents required to be indemnified under ORS 30.285, payment shall be made and the same remedies shall apply in case of nonpayment as in the case of other judgments or settlements against the public body except as otherwise provided in this section.

(2) If the public body is authorized to levy taxes that could be used to satisfy a judgment or settlement within the scope of ORS 30.260 to 30.300, and it has, by resolution, declared that the following conditions exist, interest shall accrue on the judgment or settlement, but the same shall not be due and payable until after the canvass and certification of an election upon a special tax levy for purposes of satisfying the judgment or settlement:

(a) The amount of the judgment or settlement would exceed amounts budgeted for contingencies, tort claims and projected surplus in the current budget;

(b) The amount of the judgment or settlement would exceed 10 percent of the total of the next fiscal year's projected revenues that are not restricted as to use, including the maximum amount of general property tax that could be levied without election but excluding any levy for debt service;

(c) Payment of the judgment or settlement within less than a certain number of years would seriously impair the ability of the public body to carry out its responsibilities as a unit of government; and

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(d) The public body has passed an appropriate ordinance or resolution calling a special election to submit to its electors a special levy in an amount sufficient to satisfy the judgment or settlement.

(3) A certified copy of the resolution provided for in subsection (2) of this section shall be filed with the clerk of the court in which an order permitting installment payments could be entered.

(4) If the public body is not authorized to levy taxes as provided in subsection (2) of this section, and it has, by resolution, declared that the applicable conditions specified in subsection (2)(a) to (c) of this section exist, it may petition for an order permitting installment payments as provided in subsection (6) of this section.

(5)(a) The provisions of subsections (2) and (4) of this section do not apply to the State of Oregon.

(b) Notwithstanding paragraph (a) of this subsection, if the conditions specified in subsection (4) of this section exist, the Secretary of State may, under Seal of the State of Oregon, attest thereto in lieu of a resolution, and the State of Oregon may thereafter petition for an order permitting installment payments as provided in subsection (6) of this section.

(6) If the procedure specified in subsections (2) to (5) of this section has been followed, and, with respect to public bodies subject to subsection (2) of this section, the tax levy failed, the public body may petition for an order permitting installment payments. The petition shall be filed in the court in which judgment was entered or, if no judgment has been entered, it shall be filed in the circuit court of the judicial district in which the public body has its legal situs. Petitions by the State of Oregon when no judgment has been entered shall be filed in Marion County Circuit Court.

(7) The court in which a petition is filed shall order that the judgment or settlement be paid in quarterly, semiannual or annual installments over a period of time not to exceed 10 years. The court shall determine the term of years based upon the ability of the public body to effectively carry out its governmental responsibilities, and shall not allow a longer term than appears reasonably necessary to meet that need. The order permitting installment payments shall provide for annual interest at the judgment rate. [1967 c.627 §9; 1977 c.823 §4; 2005 c.22 §20]

30.297 Liability of certain state agencies for damages caused by foster child or youth offender; conditions; exceptions. (1) Notwithstanding ORS 125.235, the Department of Human Services is liable for damages resulting from the intentional torts of a foster child who is residing in:

(a) A foster home that has been certified by the department under the provisions of ORS 418.625 to 418.645, even though the child is temporarily absent from that home;

(b) An approved home that is receiving payment from the department under the provisions of ORS 418.027 or under the provisions of ORS 420.810 and 420.815, even though the child is temporarily absent from that home; or

(c) A developmental disability child foster home that has been certified by the department under the provisions of ORS 443.830 and 443.835, even though the foster child is temporarily absent from that home.

(2) Notwithstanding ORS 125.235, the Oregon Youth Authority is liable for damages resulting from the intentional torts of a youth offender who is residing in a youth offender foster home that has been certified by the authority under the provisions of ORS 420.888 to 420.892, even though the youth offender is temporarily absent from that home.

(3) Except as otherwise provided in this section, the liability of the department and the authority under this section is subject to the same requirements and limitations provided in ORS 30.260 to 30.300, and a claim under this section shall be treated as a claim for damages within the scope of ORS 30.260 to 30.300 for the purposes of ORS 278.120.

(4) Notwithstanding subsections (1) and (2) of this section:

(a) The department and the authority are not liable for any damages arising out of the operation of a motor vehicle by a foster child or youth offender; and

(b) The department and the authority are only liable for theft by a foster child or youth offender upon a showing by clear and convincing evidence that the foster child or youth offender committed the theft.

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(5) For the purposes of this section:

- (a) "Authority" means the Oregon Youth Authority.
- (b) "Department" means the Department of Human Services.
- (c) "Foster child" means:

(A) A minor child under the custody or guardianship of the department by reason of appointment pursuant to ORS chapter 125, 419A, 419B or 419C;

(B) A minor child under the physical custody of the department pursuant to a voluntary agreement with the parent under ORS 418.015 (1);

(C) A minor child placed in a certified foster home, pending hearing, by any person authorized by the department to make that placement;

(D) A person under 21 years of age who has been placed in an approved home that is receiving payment from the department under the provisions of ORS 418.027 or under the provisions of ORS 420.810 and 420.815; or

(E) A child residing in a developmental disability child foster home certified under ORS 443.830 and 443.835.

(d) "Youth offender" has the meaning given in ORS 419A.004. [1991 c.756 §2; 1993 c.33 §370; 1995 c.664 §76; 1997 c.130 §1; 1999 c.316 §6; 2001 c.900 §10; 2003 c.232 §1; 2005 c.374 §4]

Note: 30.297 and 30.298 were added to and made a part of 30.260 to 30.300 by legislative action but were not added to any smaller series therein. See Preface to Oregon Revised Statutes for further explanation.

30.298 Liability of certain state agencies to foster parents for injury or damage caused by foster child or youth offender; conditions; limitations. (1) Except as otherwise provided in this section, the Department of Human Services is liable, without regard to fault, for injury to the person of foster parents or damage to the property of foster parents caused by a foster child if the foster child is residing in:

(a) A foster home that is maintained by the foster parents and that has been certified by the department under the provisions of ORS 418.625 to 418.645;

(b) An approved home that is maintained by the foster parents and that is receiving payment from the department under the provisions of ORS 418.027 or under the provisions of ORS 420.810 and 420.815; or

(c) A developmental disability child foster home that has been certified by the department under the provisions of ORS 443.830 and 443.835.

(2) Except as otherwise provided in this section, the Oregon Youth Authority is liable, without regard to fault, for injury to the person of foster parents or damage to the property of foster parents caused by a youth offender if the youth offender resides in a youth offender foster home that is maintained by the foster parents and that has been certified by the authority under the provisions of ORS 420.888 to 420.892.

(3) Except as otherwise provided in this section, the liability of the department and of the authority under this section is subject to the same requirements and limitations provided in ORS 30.260 to 30.300, and a claim under this section shall be treated as a claim for damages within the scope of ORS 30.260 to 30.300 for the purposes of ORS 278.120.

(4) Notwithstanding ORS 30.260 to 30.300:

(a) In no event shall the liability of the department or the authority under this section exceed \$5,000 for any number of claims arising out of a single occurrence;

(b) The liability of the department and the authority under this section is limited to economic damages, and in no event shall the department or the authority be liable for noneconomic damages;

(c) The department and the authority are liable under this section only to the extent the loss is not covered by other insurance; and

(d) No claim shall be allowed under this section unless written notice of the claim is delivered to the Oregon Department of Administrative Services within 90 days after the alleged loss or injury.

Terms and Conditions
CLIENT SUPPORT AND SOFTWARE UPDATE SERVICES AGREEMENT
Addendum

(5) The department and the authority are not liable under this section for:

- (a) Damage to or destruction of currency, securities or any other intangible property;
- (b) The unexplained disappearance of any property; or
- (c) Loss or damage that is due to wear and tear, inherent vice or gradual deterioration.

(6) In no event does the liability of the department or the authority under this section for damage to property exceed the difference between the fair market value of the property immediately before its damage or destruction and its fair market value immediately thereafter. The department and the authority are not liable for the costs of any betterments to the property that may be required by code, statute or other law as a condition of repair, replacement or reconstruction.

(7) The liability imposed under this section is in addition to that imposed for the intentional torts of a foster child or youth offender under ORS 30.297, but any amounts paid under this section shall reduce any recovery that may be made under ORS 30.297.

(8) For the purposes of this section:

- (a) "Authority" means the Oregon Youth Authority.
- (b) "Department" means the Department of Human Services.
- (c) "Economic damages" and "noneconomic damages" have those meanings given in ORS 31.710.
- (d) "Foster child" has that meaning given in ORS 30.297.
- (e) "Youth offender" has the meaning given in ORS 419A.004. [1991 c.756 §3; 1997 c.130 §2; 1999 c.316 §11; 2001 c.900 §11; 2003 c.232 §2; 2005 c.374 §5]

Note: See note under 30.297.

30.300 ORS 30.260 to 30.300 exclusive. ORS 30.260 to 30.300 are exclusive and supersede all home rule charter provisions and conflicting laws and ordinances on the same subject. [1967 c.627 §11]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/11/2017

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: Mooira 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		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER B:</td> <td>Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER C:</td> <td>Lloyds of London Syndicates</td> <td>37090</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Hartford Fire Insurance Company	19682	INSURER B:	Hartford Casualty Insurance Company	29424	INSURER C:	Lloyds of London Syndicates	37090	INSURER D:			INSURER E:			INSURER F:		
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COVERAGES CERTIFICATE NUMBER: 4.1.17-12.17.18 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			08UUNAY8572	4/1/2017	4/1/2018	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						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	
							\$	
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:								
A	AUTOMOBILE LIABILITY			08UUNAY8572	4/1/2017	4/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS						BODILY INJURY (Per person) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>	SCHEDULED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (Per accident) \$	
							\$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			08XHUAY8122	4/1/2017	4/1/2018	EACH OCCURRENCE \$ 25,000,000	
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 25,000,000	
							\$	
	DED		RETENTION \$				\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			08WHEEL5271	4/1/2017	4/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	Y/N				N/A	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							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)
Evidence of Insurance.

CERTIFICATE HOLDER Marion County c/o Assessment & Taxation 555 Court St NE, RM #2233 Salem, OR 97309	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 

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/11/2017

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B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			08XHUAY8122	4/1/2017	4/1/2018	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Insurance.

CERTIFICATE HOLDER

Marion County Assessors Office
 555 Court Street NE Rm #2233
 Salem, OR 97309

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

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BEFORE THE BOARD OF COMMISSIONERS

FOR MARION COUNTY, OREGON

In the Matter of approving a sole source)
procurement for renewal of assessment and)
taxation software from TSG, as allowed by)
section 20-0275 Of the Marion County)
Public Contracting Rules)

ORDER No. 17-083

This matter came before the Marion County Board of Commissioners, acting as the Marion County Contract Review Board, at its regularly scheduled public meeting on June 21, 2017.

WHEREAS, Marion County, by and through its Department of Information Technology entered into a contract with TSG (The Software Group), now known as Tyler Technologies, Inc. in 1997 for all data relating to ownership, lot size, sales activity, inventory on all improvements to land, special assessment information, and other related data; and

WHEREAS the original contract was awarded based on a Request for Proposal process according to the Marion County Public Contracting Rules. The County continues to utilize the software to calculate all tax rates, urban renewal, joint values with other counties, and other functions at roll turn, that occur the last two weeks in September until the tax roll is certified; and

WHEREAS it is necessary to keep the software current during its continued use of the software application; and

WHEREAS the IT Department wishes to continue contracting with this vendor until such time that this proprietary software application is replaced with a new product; and

WHEREAS the renewal of this software application license would allow for the efficient utilization of existing goods and services as described in the Marion County Public Contracting Rules in Section 20-0275(2)(a); and

WHEREAS, the County published the required public notice on June 12, 2017 and received no protests,

IT IS HEREBY ORDERED that a sole-source determination be made to award a contract to Tyler Technologies, Inc. for software application licenses for a one (1) year term at a cost of \$169,790 with an option to renew for an additional one (1) year period.

DATED this 21st day of June 2017.

MARION COUNTY BOARD OF COMMISSIONERS



Chair



Commissioner



Commissioner

Original – Clerk’s Office

cc: Finance – Attn: Camber Schlag

Board of Commissioners - Attn: Jan Fritz



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: June 21, 2017

Department: Finance Agenda Planning Date: 6/15/2017 Time required: 5

Audio/Visual aids

Contact: Camber Schlag Phone: x3944

Department Head Signature: Jeff D White

TITLE Approval of a Sole Source Procurement for the renewal of Tyler Technologies, Inc. software application licenses for a one year term with an option to renew for one additional year.

Issue, Description & Background The Marion County Assessor/Tax Office converted all assessment and taxation information and processes to a vendor solution, TSG (The Software Group), now known as Tyler Technologies, in 1997. This computer product serves as the "core" system for all data relating to ownership, lot size, sales activity, inventory on all improvements to land, special assessment information, and other related data. The Assessor's Office uses it to calculate all tax rates, urban renewal, joint values with other counties, and other functions at roll turn, that occur the last two weeks in September until the tax roll is certified. The IT Department and the Assessor's Office wish to continue contracting with this vendor until such time that this proprietary software application is replaced with a new product. Funding for proprietary license renewal is included in the IT Department's annual budgeting process for materials and services category. The software application licenses term is valid for one (1) year.

Financial Impacts: Renewal of Tyler Technologies, Inc. software application licenses for a one (1) term through June 30, 2018 with an option to renew for an additional one (1) year at a cost of approximately \$348,790 (\$169,790 per year one (1) with 5% annual increases applied)

Impacts to Department & External Agencies The County intends to utilize this software until decisions are made to replace this proprietary software application. It is necessary to keep the software current during its continued use to calculate all tax rates, urban renewal, joint values with other counties, and other functions at roll turn, that occur the last two weeks in September until the tax roll is certified. All employees within the Assessor/Tax Office rely on this program to assist them in performing their essential job duties.

Options for Consideration: Options for consideration are: 1. Approve the sole source procurement based on the justification and findings attached and grant an exemption for a Sole Source Procurement for annual license and maintenance for this software; 2. Deny the request and require the department to issue a new solicitation document for find a replacement software to provide a needed assessment and taxation information tool for the Assessor/Tax Office.

Recommendation: It is the Information Technology Department and Assessor's Office recommendation that the Board approve the request for a Sole Source Procurement for annual software license and support fees for Tyler Technologies software.

List of attachments: Board Order



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Presenter:

Findings for Exemption

ORPIN Public Notice

Camber Schlag

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)

Copies to:

Camber Schlag - cschlag@co.marion.or.us

**MARION COUNTY
FINDINGS FOR EXEMPTION
FROM CONTRACT REVIEW BOARD RULES
FOR TYLER TECHNOLOGIES, INC.**

Marion County Information Technology Department and the Assessor's Office is requesting an exemption to allow the use of sole source procurement for the renewal of software license and maintenance/support fees for the County's assessment and taxation software.

Background

The Marion County Assessor/Tax Office converted all assessment and taxation information and processes to a vendor solution, TSG (The Software Group), now known as Tyler Technologies, in 1997. This computer product serves as the "core" system for all data relating to ownership, lot size, sales activity, inventory on all improvements to land, special assessment information, and other related data. The Assessor's Office uses it to calculate all tax rates, urban renewal, joint values with other counties, and other functions at roll turn, that occur the last two weeks in September until the tax roll is certified.

All employees within the Assessor/Tax Office rely on this program to assist them in performing their essential job duties. This may involve answering phone requests, looking up information for internal use, or tracking new information to support departmental processes.

The computer program is used to provide a vast array of information to individuals and organizations including the private citizen, Title and Escrow companies, Real Estate agencies, and state agencies including the Legislature. As with all Oregon counties, a computer system is essential to be able to track and monitor land changes, adapt to legislative requirements, and to increase process efficiencies.

In the fall of 2011, the County awarded a contract for a new assessment and taxation software based on the issuance of a Request for Proposals for new software. The implementation project ran into some issues and the County terminated the contract in the summer of 2013. The County has continued the use of the existing Tyler's assessment and taxation software and it requires the purchase of annual license and maintenance/support.

Findings

The annual renewal of the software license and its attendant upgrades, maintenance patches and technical support is necessary for the continued utilization of this software application at the County. The renewal of this software application license would allow for the efficient utilization of existing goods and services as described in the Marion County Public Contracting Rules in Section 20-0275(2)(a).

The continued purchase of this software license through Tyler Technologies is unlikely to diminish competition of public contracts or encourage favoritism. This software application is provided solely by Tyler Technologies as the developer and copyrighted owner of this

intellectual property product. The County intends to continue the use of this software application in the near future. It is necessary to keep the software current during its continued use to provide efficient and effective assessment and taxation services for the County.

The process to implement a new assessment and taxation software application product takes a considerable amount of time and effort. The last attempt started in mid-2010 and the award was made in the fall of 2012 due to the technical complexity of the assessment and taxation software requirements. The County plans to implement a new assessment and taxation software application product during fiscal year 17/18. Allowing renewal of existing software maintenance contracts for the one (1) year with a one (1) year option for renewal will provide County staff with sufficient time to develop and release a solicitation for a new software application in the future.

The IT Department and the Assessor's Office wish to continue contracting with this vendor until such time that this proprietary software application is replaced with a new product. Funding for proprietary license renewal is included in the IT Department's annual budgeting process for materials and services category.

Federal and Statutory Requirements (optional)

N/A

Recommendation

The Information Technology Department and the Assessor's Office request that the County consider approval of this Sole Source Procurement for the renewal of Tyler Technologies, Inc. software application licenses for a one (1) year term through June 30, 2018 at a cost of approximately \$348,070 (\$169,790 per year one (1) with 5% annual increases applied each year after) with an option to renew for an additional one (1) year period.

Attachments