GOVERNING BODY WORKSHOP AGENDA
ROELAND PARK
Roeland Park City Hall 4600 W 51st Street, Roeland Park, KS 66205
Tuesday, January 22, 2019 6:00 PM

- Mike Kelly, Mayor
- Erin Thompson, Council Member
- Vacant, Council Member
- Michael Poppa, Council Member
- Claudia McCormack, Council Member

- Tim Janssen, Council Member
- Jim Kelly, Council Member
- Tom Madigan, Council Member
- Jennifer Hill, Council Member

- Keith Moody, City Administrator
- Jennifer Jones-Lacy, Asst. Admin.
- Kelley Bohon, City Clerk
- John Morris, Police Chief
- Donnie Scharff, Public Works Director

Admin	Finance	Safety	Public Works
Kelly	Thompson	McCormack	Poppa
Madigan	Vacant	Janssen	Hill

I.   APPROVAL OF MINUTES

A.   January 7, 2019

II.   DISCUSSION ITEMS:

1.   Court Software
2.   Committee Appointment and Reappointments
3.   Committee Liaisons Appointments

III.   NON-ACTION ITEMS:

IV.   ADJOURN

Welcome to this meeting of the Committee of the Whole of Roeland Park.
Below are the Procedural Rules of the Committee

The governing body encourages citizen participation in local governance processes. To that end, and in compliance with the Kansas Open meetings Act (KSA 45-215), you are invited to participate in this meeting. The following rules have been established to facilitate the transaction of business during the meeting. Please take a moment to review these rules before the meeting begins.

A.   **Audience Decorum.** Members of the audience shall not engage in

disorderly or boisterous conduct, including but not limited to; the utterance of loud, obnoxious, threatening, or abusive language; clapping; cheering; whistling; stomping; or any other acts that disrupt, impede, or otherwise render the orderly conduct of the Committee of the Whole meeting unfeasible. Any member(s) of the audience engaging in such conduct shall, at the discretion of the City Council President (Chair) or a majority of the Council Members, be declared out of order and shall be subject to reprimand and/or removal from that meeting. **Please turn all cellular telephones and other noise-making devices off or to "silent mode" before the meeting begins.**

B. **Public Comment Request to Speak Form.** The request form's purpose is to have a record for the City Clerk. Members of the public may address the Committee of the Whole during Public Comments and/or before consideration of any agenda item; however, no person shall address the Committee of the Whole without first being recognized by the Chair or Committee Chair. Any person wishing to speak at the beginning of an agenda topic, shall first complete a Request to Speak form and submit this form to the City Clerk before discussion begins on that topic.

C. **Purpose.** The purpose of addressing the Committee of the Whole is to communicate formally with the governing body with a question or comment regarding matters that are on the Committee's agenda.

D. **Speaker Decorum.** Each person addressing the Committee of the Whole, shall do so in an orderly, respectful, dignified manner and shall not engage in conduct or language that disturbs, or otherwise impedes the orderly conduct of the committee meeting. Any person, who so disrupts the meeting shall, at the discretion of the City Council President (Chair) or a majority of the Council Members, be declared out of order and shall be subject to reprimand and/or be subject to removal from that meeting.

E. **Time Limit.** In the interest of fairness to other persons wishing to speak and to other individuals or groups having business before the Committee of the Whole, each speaker shall limit comments to two minutes per agenda item. If a large number of people wish to speak, this time may be shortened by the Chair so that the number of persons wishing to speak may be accommodated within the time available.

F. **Speak Only Once Per Agenda Item.** Second opportunities for the public to speak on the same issue will not be permitted unless mandated by state or local law. No speaker will be allowed to yield part or all of his/her time to another, and no speaker will be credited with time requested but not used by another.

G. **Addressing the Committee of the Whole.** Comment and testimony are to be directed to the Chair. Dialogue between and inquiries from citizens and individual Committee Members, members of staff, or the seated audience is not permitted. Only one speaker shall have the floor at one time. Before addressing Committee speakers shall state their full name, address and/or resident/non-resident group affiliation, if any, before delivering any remarks.

H. **Agendas and minutes** can be accessed at www.roelandpark.org or by contacting the City Clerk

The governing body welcomes your participation and appreciates your cooperation. If you would like additional information about the Committee of the Whole or its proceedings, please contact the City Clerk at (913) 722.2600.

City of Roeland Park
Action Item Summary

Date:

Submitted By:

Committee/Department:

Title: **January 7, 2019**

Item Type:

Recommendation:

Details:

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
January 7, 2019	Cover Memo

GOVERNING BODY WORKSHOP
Roeland Park City Hall
4600 W 51st Street, Roeland Park, KS 66205
Monday, January 7, 2019 6:00 P.M.

- Mike Kelly, Mayor
- *Vacant seat*, Council Member
- Jennifer Hill, Council Member
- Tim Janssen, Council Member

- Jim Kelly, Council Member
- Tom Madigan, Council Member
- Claudia McCormack, Council Member
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Admin	**Finance**	**Safety**	**Public Works**
Kelly	Thompson	McCormack	Poppa
Madigan	*Vacant*	Janssen	Hill

CMBR Poppa called the meeting to order. CMBR Thompson was absent.

I. APPROVAL OF MINUTES
1. **December 3, 2018**
2. **December 17, 2018**

The minutes were approved as submitted.

CMBR Janssen noted the December 3rd minutes read like a Council meeting with the motions as they tested the electronic voting software. He said he was glad they abandoned that option for Workshop meetings.

II. DISCUSSION ITEMS:
1. **Review Citizen and Business Survey**

Public Comment

Susan Sanders - Ms. Sanders started off by saying she is happy and proud to live in Roeland Park and appreciates the service of the Governing Body and staff and what they do to keep the City running. With regard to Question #3, allocation of resources, she said it is a biased question that insinuates the City's parks are a liability and not an asset. She said it leads to having to make a choice of maintaining the parks at the risk of maintaining public works items such as streets, sidewalks and storm sewers.

Gretchen Davis (5206 W. 58th) Ms. Davis also complimented the Council and attending meetings is now a pleasure and thanked them for their hard work. She recommended that Survey Questions #12(a) and #13 be deleted as biased and the complexities of the issues are inappropriate for a simply worded survey question. She added that Council should decide these issues. Ms. Davis said most citizens do not have all the information needed to answer the questions appropriately and it does seem to pit the pool against budget concerns and becomes a systemic barrier to parks and pool improvements when they are lumped into the Public Works budget and, therefore, compete with money for streets. She believes the City needs a credentialed parks/pool director with a separate budget item.

City Administrator Moody said they then have opportunity to ask special questions such as #10 and it also provides direction for operation and programming changes at the Aquatic Center.

Mayor Kelly said that #10 and #12(a) deal directly with the pool and #11 is in between. He suggested a repackaging of the questions to keep those regarding the pool together.

CMBR Poppa asked why the questions were so open-ended. Ryan Murray from ETC said that in discussions it seemed as though they were going to end up with a long list of which they would not be able to get a consensus. Leaving it open-ended gives the City an opportunity to explore all potential options.

CMBR Madigan stated he has received calls from citizens who do not understand or have enough information of what the items are in 12(a). He recommended simplifying the questions, adding if they do not understand the items in the question, then they are not likely to answer it.

Mr. Murray felt the question was pretty standard and the equipment options are fairly self-explanatory.
CMBR McCormack said they need to provide information with the questions and that there are different avenues to get information. She added that #13 is moving people in a certain direction and would recommend removing the question or adding the bond question or using a model from other cities. She also acknowledged there were a lot of options. With #12(a), she does want to know the citizens' opinions.

CMBR Hill said that #13 does appear as though they are pitting parks against streets and that is not the direction of the Council. She would also like to see the comment that as more hours are dedicated to parks and greenspace, fewer hours may be dedicated to street struck from the statement. If they need to say it will raise the cost, it then nullifies the question as worded. Again, for the record, she said they are not advocating pitting streets against parks.

Mr. Murray agreed and did not believe they were pitting parks and streets against each another, but is more of a give and take from an area.

There was agreement to split 10(a) into two questions between operations and programming.

CMBR Hill said she would like to see concessions at the pool.

Mr. Murray said if they are splitting the question between operations and programming, then they will need a list of options. He also stated that operational changes is probably left best to the administrators and to remove the operations portion from #10

Mr. Murray also stated that since Water's Edge has already completed a study, it is probably best not to ask the study's completed questions. The reason being would be if they received conflicting information from the public, then it Council would need to make a decision to follow the lead of the consultants paid for by tax dollars or to follow the responses from the survey.

There was agreement to strike the operational portion from #10 and leaving it focused on programming changes as well as keeping it as an open-ended question.

CMBR Madigan said in regards to #11 he would be okay with a smoking zone at the park away from the children.

The direction from the majority of the Council was to keep it as written.

There was a request on #12 to include a pool diagram to point out the features they currently have.

Mr. Murray said he will play around with formatting and will keep City Administrator Moody informed if they are able to include that. He also asked for direction on the request to simply the question on typical features of aquatic facilities.

There was consensus to leave #12 as written.

CMBR Hill said she was concerned about the inconsistency of wording in #12(a) as one part says "changes" and the other is "improvement."

There was consensus to keep the wording consistent with "changes."

After a brief discussion, there was complete consensus to strike #13.

Mayor Kelly said whether or not they hire a dedicated parks worker is a sentiment he would like to discuss with the community, but for now it should remain at the Council level during the budget season versus finding something to fill in for that question.

After discussion, there was complete consensus to add a third option of "both" to #14.

There was complete consensus to strike #14(a).

There was discussion on the length of #20. There was agreement to keep it but provide an opportunity for respondents to say what challenges or inconveniences they have had.

There was agreement to Mayor Kelly's recommendation on #23 to change (2) to a question on decreasing the use of fossil fuels and (3) conserving energy by making the buildings more energy efficient.

On #24, there was consensus to replace "mandate" with "regulate" and to underline "tear-downs" and "rebuilds."

For 24(a), there was consensus to remove references to color of house and adding exterior building material and features as well as striking the last section

There was majority consensus to remove #26(a) and to make #26 into #25(a)

Change Question 26 to 25(a)

With regard to #27, CMBR McCormack said she would prefer the statement to read, "Universal design refers to first broad spectrum outlines intended to produce environments that are inherently accessible to people of all ages and abilities to facilitate safety and independence."

There was agreement to the question as-is but to change the word "mandate" to "incorporate."

Following the discussion on the questions, City Administrator Moody said one survey will be mailed to every hard address in Roeland Park and it is also available for completion on the Internet. If they do not receive enough responses to achieve a statistically valid result, then they will follow-up with residents to encourage their response to obtain that valid survey.

City Administrator Moody added that Confluence is the preferred consultant for the Planning Sustainable Places project. The survey is a good opportunity for them to ask questions that they may find valuable to support the PSP project, so they were asked for their input. They added Questions 25, 12, 13, 14, 1 as well as 12-4 and 12-5 on the business survey.

2. **Discuss Sidewalk Maintenance Contract Options**

CMBR Poppa congratulated Donne Scharff as the City's new Public Works Director.

Public Works Director Scharff said he is looking for approval from the Council on Precision Concrete. He said they are a specialty company for the type of sidewalk work they need.

After a brief discussion, there was consensus to move forward for approval.

3. **Public Works Objective Water Trailer**

Mr. Scharff reported on the current condition of the water trailer and its insufficient capacity for the needs of the City and he also provided potential options for a replacement.   He added that they are spending more time on maintenance than in actual usage.

City Administrator Moody said quotes are appropriate in this process because it is under $7,500.

There was consensus to move this item forward for approval as well as allowing the Public Works departments to decide which model will work best for their department.

4. **Public Works Objective Paint Striper**

City Administrator Moody noted that this is a Council objective for Public Works.

There was consensus to move this item forward for approval.

CMBR Poppa asked that Public Works Director Scharff highlight his choice for equipment when providing different purchase options to the Council.

5. **Public Works Quarterly Report**

Public Works Director Scharff provided an overview of the man hours spent on various service areas through the area. He made a slide show presentation to show the parks improvements and maintenance that were recently completed. Slides were presented to also show the work that has been done on the City's street improvement program as well as the work that they have been able to complete in-house. An update on the leaf program was provided and Mr. Scharff also said the leaf program marketing brochure is complete. He then reviewed the Council objectives as shown on the presentation slides.

With regard to the wayfinding signs, there was concern about the size and their readability. City Administrator Moody said they are in the process of changing the lettering to a 2-inch letter for that purpose.

(CMBR Poppa left the meeting)

6. **Communications Report**

City Clerk Bohon reported that in December, the most visited pages were regarding the leaf pickup, agendas and minutes, trash and recycling. She noted that traffic was done and that there were weren't many events last month which may attribute to the reduced traffic. However, there was a small increase on Facebook and Twitter and the hope is with the coming spring and more events that traffic will increase. Ms. Bohon is working with Sturgis World Company who is helping with the Public Information Officer (PIO) for the City.

7. **Strategic Plan Quarterly Progress Report**

City Administrator Moody said this report is an objective for 2019. It reflects a lot of work done on the strategies developed by the Strategic Planning group. Staff will continue to maintain the report and provide updates on a quarterly basis going forward.

8. **2018 Objectives Year End Report**

Mayor Kelly noted that a lot was accomplished in 2018.

City Administrator Moody said there were 20 objectives and only 4 of them remained incomplete at the end of 2018. Sixty-five (65) percent were completed before the deadline. Seventy (70) percent of tasks were completed on or under their cost estimate which amounted to savings of about $45,000 in 2018. Mr. Moody also provided the 2017 objectives for comparison.

9. FYI Next Workshop and Council Moved to Tuesday 1/22 Due to MLK Day

Mayor Kelly reminded everyone the next Workshop and City Council meetings will be moved to Tuesday, January 22nd due to the Martin Luther King holiday on Monday.

10. Steering Committee Members for Planning Sustainable Places Project and Update on Consultant Selection

Mayor Kelly, CMBR McCormack and the Planning Commission chair Darren Neilson will participate on the committee.

There are several property owners also willing to participate. Kelly Mullinax has agreed to represent St. Luke's. Janet Toplikar, who owns property on the north side of Johnson Drive, has agreed to represent the property owners along the north side of Johnson Drive. Kyle Scott has agreed to represent the owners of the Boulevard Apartments. They would still like to have a resident from the Boulevard Apartments as well as a second business owner in the 48th and Roe corridor to serve on the committee.

City Administrator Moody asked Council to approve the three citizen volunteers and to give authority to the Mayor, CMBR McCormack and Commission Chair Neilson to select the two other representatives.

There was consensus to move forward with the approvals.

11. Committee Liaisons Appointments

This item will be discussed at the January 22 Workshop.

12. Discuss Aldi's 1% for Art Contribution

Staff is recommending adding the option for the developer to make a financial contribution to the City which would be used for public art in lieu of Aldi's incorporating one percent of their projected cost into art directly on their site.

It is unclear whether Aldi's does not want the art on their property, but it is staff's impression that they would prefer to donate the funds and the City use it for public art elsewhere. City Administrator Moody said they can confirm that information.

CMBR Kelly said it sounded like this might be a maintenance concern for them.

This item will be moved to New Business for further discussion.

III. NON-ACTION ITEMS

CMBR Madigan requested staff look into an affordable assistive hearing device to assist those Councilmembers with auditory issues or anyone else who might need it that attends the meetings.

IV. ADJOURN

Mayor Kelly adjourned the meeting.

(City of Roeland Governing Body Workshop Adjourned at 8:50 p.m.)

City of Roeland Park
Action Item Summary

Date: 1/4/2019
Submitted By: Keith Moody
Committee/Department: Admin.
Title: **Court Software**
Item Type: Presentation

Recommendation:

Staff recommends entering into a contract with Tyler Technologies for acquisition of court software and data migration of 5 years of existing court records.

Details:

A comprehensive review of court system software options was completed as a result of finding the current Jayhawk Court and Jayhawk receipts software owned by the City did not interface with each other and that the court software does not have modern capabilities that will afford batch processing of warrants, letters, reports and notice fillings. Some of these procedures were not being completed due to a lack of staff time available to complete them. By switching to a more capable software the city will avoid paying overtime or adding additional staff to complete all necessary tasks. The program also allows for the Municipal Judge and Prosecuting Attorney to enter notes and decisions themselves vs hand writing notes that then must be entered by the court clerk. The system is designed so that as a case is adjudicated and steps completed the information is captured and posted to all dependent filing systems thereby eliminating opportunity for a person to forget to complete a step. The system creates the opportunity to achieve a process that does not depend upon paper records (eliminating the need to store paper records). Any paper documents generated in support of a case can be scanned and incorporated into a defendant's electronic case file.

The City solicited proposals for court software. 8 firms responded, The City Administrator, Detective, and Court Clerk reviewed and scored the submittals. Three firms were selected to present demonstrations on their systems. Court clerks from Mission and Shawnee also sat in on the demonstrations to provide insight on their experience with the different software programs that they have experience working with.

Incode was the unanimous preferred software by the city staff on the interview panel for the

reasons described above in addition Incode is the most widely used court software program in the Kansas City metro, providing for two additional benefits: 1. In the vent we are short staffed a larger pool of court clerks familiar with the system are available to lend assistance, 2. Because Incode has a concentration of clients in Kansas City they regularly offer training in Kansas City.

Incode is a software that continues to be refined and supported by a well respected leader in the field of municipal software providers. A software change of this magnitude should be approached with the intent that the system will be retained for a minimum of 10 years. Migrating data from one court software system to another is costly to the City and time consuming for city staff, a purchase such as this should be based upon the ability and track record of the vendor, NOT upon price.

The total cost for the first year is $64,730 which includes all software, hardware data migration, training, updates, and maintenance. The 2nd year cost will be $10,810, covering maintenance and updates. We estimate the total cost over the initial 5 years to be $111,205. A subscription pricing model was also provided as an option, the total cost over the initial 5 years for the subscription is estimated at $120,150. Because the subscription option results in a higher 5 year cost and the per citation fee is subject to adjustment staff prefers the purchase option.

Acquiring a new court software is not in the 2019 budget. The General Fund would be the appropriate funding source. The year ended 12/31/18 General Fund balance is higher than anticipated due to more revenue and less expense than budgeted. Although all 2018 journal entries are not complete staff is confident the General Fund year end balance will be more than $100,000 greater than projected at mid-year. This is sufficient to cover the first year total cost of a new court software.

The 2018 Objective to get the court software, permitting/licenses software and receipts software all to interface brought staff to the conclusion that expending resources for interface patches for the two Jayhawk programs we own was an unwise investment. The existing court software does not have the ability to automate repetitive tasks and it is not being developed by the owner. It makes financial sense to invest in a program that has the most advanced capabilities offered in the market (Incode) that should serve the City for decades to come.

With council approval of the purchase staff will reflect the expense in the "Projected 2019 Budget" numbers as we work on the 2020 budget.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Additional Information

The City paid $9,710 in 2014 for the Jayhawk Court and Receipts modules. The City pays $1,500 per year for maintenance/support to Jayhawk for the court and receipts software.

Adding a part time court clerk to work 10 hours per week would cost $10,000/year. The increase in annual software maintenance fees is $9,310 ($10,800 Incode Annual Fee - $1,500 Jayhawk Annual Fee), which is less than the cost of adding additional part time staff.

ATTACHMENTS:

Description	Type
Court Software Presentation	Cover Memo
Incode Court Software Clients in KS and MO	Cover Memo
Court Software RFP and Demo Scoring Summary	Cover Memo
Incode Court Software RFP	Cover Memo
Court Software RFP Document	Cover Memo

New Court Software- Council Presentation

JANUARY 2019

Background On How We Arrived Here

▶ A 2018 Objective to create interfaces between the different software systems operated at City Hall was the force behind the effort.

▶ In assessing if interfaces were possible along with the cost of creating the interface staff concluded that investing more into the existing Jayhawk court and receipts modules was an unwise investment due to the limited capability of the software, the fact that Jayhawk is not developing the programs further and J Hawk could not confirm that they could create interfaces with Citizen Serve (our permitting and licensing software).

▶ Our initial investigations indicated that other court systems were capable of more batch processing of repetitive tasks and that some of these repetitive tasks were not being completed due to limited time available. To complete all tasks that should be completed in a timely manner, addition staff hours would be needed unless the court system could accomplish these tasks.

▶ This lead staff to the conclusion that a comprehensive process (RFP with demonstrations and interviews) to assess the capabilities of other court software providers should be completed.

Background on the Current Court Software Used (Summit and Jayhawk):

- Summit is used on a "View Only" basis due to older cases not being converted over to Jayhawk Software. This software is used to look up old cases where defendants driver's license are suspended and they need reinstated as well as various history requests from Probation/Parole offices, County Adult Court Services and employment verification.
  - We pay an annual fee for this service.
- Our current Court Software is Jayhawk, which was purchased at the end of 2014, functional early 2015.
- The Judge has signed Administrative Order No. 9 that allows the Court Clerk to dispose of cases that have an occurrence date that is more than 5 years old. This will assist with the cost of "converting" data from our current Software to the new Software.

Inhibitors within Jayhawk Court software:

▶ Does not do "batching" which is a VERY important feature within the Court system, as it is a time saver in relation to preparing Warrants, Failure to Appear letters and continuing cases after Court.

▶ Currently we have cases that need warrants prepared. These go back to 3/27/18, a stack approximately 4" high.

▶ Currently we have cases that need 30 day letters prepared and sent out. These go back to 8/28/18, stack approximately 3" high.

▶ Currently we have cases to be sent to Collections. These go back to 8/22/18, stack approximately 2 ½" high.

Summary of RFP Process

▶ We had 8 Court Software Companies reply to our RFP.

▶ Through a scoring/rating sheet we invited the top three preferred Companies to interview and provide demonstrations of their software.

▶ We completed the scoring/rating sheet reflecting the RFP scores and the interview/demo scores for the three firms interviewed to arrive at the preferred provider.

▶ Tyler Technologies/InCode had the highest score and was the unanimous preferred provider.

Firms Interviewed

Caselle

- One-time Cost $20,600.00 (includes 1 user and current year data only)
  - Plus additional $2,000 per user (we will need at least 3 – IT, police clerk & city)
  - Total one-time cost = $26,600.00
- Annual Cost $5,712 + $1,800 ($600 each additional users)
  - Total annual cost = $7,512
  - Currently they have <u>no</u> Kansas Courts on their references

Justice Systems – Full court

- One-time Cost $77,080.00 (includes 3 users)
  - Plus additional $5,000 for 1 user
  - Total one-time cost = $82,080
- First year Recurring Cost $6,920.00
- Future year pricing not submitted in proposal

Tyler Incode

- One-time Cost $53,920.00
- Annual Cost $10,810

Information on Tyler - Incode

- Version 10 of the Tyler Court Software is very close to being paper "Free". When letters or documents are prepared an electronic copy is automatically saved to the defendant's file within the database. No other software provider interviewed was able to achieve a nearly paperless court process.
- The Judge and Prosecuting Attorney will be able to enter docket notes directly into the defendant's case file during Court, this avoids hand written notes that are then transcribed by the court clerk into the court system. This saves time for the court clerk and eliminates opportunity for human error.
- Tyler offers other software modules (budgeting, general leger, payables, permits) that we can add on at any time.
- Implementation of the Tyler court software is estimated to take 6 to 9 months.

Tyler – Incode cont.

- Tyler can automatically add $5.00 late fee to each case and print late notices, in Spanish or English versions, a time saver for the court clerk.
- Already interfaced with Digi-Ticket.
- Allows more than one defendant window to be open at a time, this allows the court clerk, judge and prosecutor to be working on more than one file at a time, this saves time not having to close a file and go into another file.
- Receipts are handled within Tyler which will export G/L data files for processing into the General Ledger maintained by Miller Accounting.
- Tyler can put a link on our website where defendants can verify their own Court date. (time saver for clerks, eliminating phone calls)
- With Tyler we can have as many users as we'd like, no additional charge.

PROTECTING YOUR INVESTMENT FOR YEARS TO COME

Tyler's "Evergreen" Development Philosophy insures that the City will always have industry-leading functionality that utilizes current technology. As part of our annual support fee, all enhancements to our software are provided at no additional charge. This allows our user to continue to take advantage of new advances without having to relicense the software. Additionally, these enhancements are delivered in manageable upgrades that do not require a complete reimplementation of the software.

COURT SOLUTION OVERVIEW

The Incode Court Case Management solution is a fully integrated, graphical application that also provides excellent document management, cash bond management, program tracking, and so much more. Utilizing a variety of user-defined options, the court system can be configured to fit your individual needs. Easily create master files for persons, vehicles, officers, attorneys, etc. eliminates the need to re-enter existing information for every case or citation. The existing information can be easily located and attached to a new case. This eliminates duplicating information and therefore saves time and disk space.

COURT SOLUTION OVERVIEW cont.

In the public sector, the average lifespan of a software purchase is five to seven years; Incode has a retention rate of over 99%, which means once an organization joins our team they basically never change their software products again. Tyler provides on-going development to continually provide enhancements to keep the software fresh while continuing to meet all state requirements. Our feature-rich court system will improve your court's efficiency, accuracy, and overall abilities to meet the demanding needs of today's court systems.

DOCKETING

Tyler's Incode Court Case Management provides a live check in process so that Defendant's appear in the order that they arrived.

All cases on the selected docket automatically appear on the live docket screen allowing for

fast, efficient adjudication of the cases without having to search for each Defendant or case. Cases can be updated in a batch as well, such as rescheduling a specific attorney's cases.

WARRANTS

Warranted cases display in red on the screen, as well as marking each name and case with a "W" to ensure the staff notice the warrant. Photos of the violator can be printed directly on the warrant, as well as any desired descriptors.

Warrants can be created in a batch process, or on a case by case basis. Warrants can easily be updated with attempts to serve, including notes on why you were unable to serve. Payments, or the posting of bonds, can automatically clear the warrant.

KEY ISSUES AND CONSIDERATIONS

PAPERLESS COURT WITH TYLER

THE RIGHT TECHNOLOGY FOR SUCCESS

From the first incident that triggers a case—a ticket, notice or fine—dozens or even hundreds of pieces of paper can be generated. Multiply the number of documents and notices by the number of cases a court handles a year, and the amount of paper can be staggering. Depending on the size of the court, it can, over time, literally fill complete rooms and cover the length of football fields.

Considering the sheer volume, converting to a paperless system can be overwhelming to beleaguered courts already burdened with reduced budgets and smaller staffs. While technology is the obvious solution, the instinct is to believe it might be too expensive, complicated or impractical.

Incode's paperless court solution improves efficiency by automating formerly manual processes, eliminating data duplication and reducing human error. In a high-volume court, implementing Incode's batching capabilities for warrants alone could save hundreds of hours of manpower each week. By electronically posting warrants, letters and defendant communication directly to the electronic file rather than printing and filing, you'll save hundreds of thousands of pieces of paper a year—and their associated costs—as well as countless hours, freeing your staff to handle more important tasks.

The Incode Court Case Management system is intuitive, cost effective and includes the features you need to make the paperless court a reality.

EMPOWER PAPERLESS CASE MANAGEMENT

Case management, the heart of your court system, is the place where you can see the most immediate impact of going paperless. The efficiency and productivity can revolutionize the way you conduct court, save hundreds of man hours weekly, reduce expenses and minimize human error.

Eliminate printed dockets and case files from the courtroom.

Search for, and locate, files in seconds rather than hours or days.

Multiple users in different locations can view documents simultaneously.

View and interact with every item associated with the object of a search with one-touch access.

Access media attached to case files such as dashboard camera video, traffic light camera shots and driver's license scans.

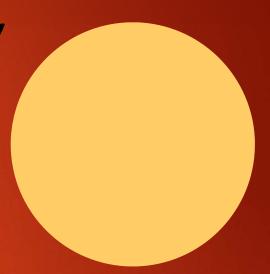Safely and securely back up and archive court files and associated documentation.

Integrate with public safety solutions to import citations, police case records and warrants.

Incode - 2 Pricing Scenarios

- *5 year contract on a subscription basis where we pay a monthly fee*:

  - Tyler is agreeable to a $8.01 per citation pricing for 5 years on a quarterly or annual payment, <u>not</u> monthly.

- *A software purchase approach where we lock in the annual maintenance/renewal fee for 5 years*:

  - Tyler is agreeable to the following: 1st year no fee, years 2-3 no increase, years 4-5 not to exceed 3%.

- ***Option 1 – Subscription Basis***, *paid quarterly*
  - 5 year contract on a per citation fee of $8.01
  - 3,000 citations a year x $8.01 = $24,030 per year
  - $24,030 second year
  - $24,030 third year
  - $24,030 fourth year
  - $24,030 fifth year = $120,150 for 5 years

- ***Option 2 – Purchase - One-time Cost + Annual Cost (per RFP)***
  - $53,920 + $10,810 = $64,730 first year
  - $10,810 second year
  - $10,810 third year
  - $10,810 fourth year + renewal fee (not to exceed 3%) $1,617.60 = $12,427.60
  - $10,810 fifth year + renewal fee (not to exceed 3%) $1,617.60 = $12,427.60
  - Total of $111,205 for 5 years

Incode Court Software Users in MO and KS

Customer	City	Industry	Sub-Industry	Population
City of Albany	Albany	Municipal	Administration	1,699
City of Ava	Ava	Municipal	Administration	2,896
City of Bates	Bates City	Municipal	Administration	217
City of Belton	Belton	Municipal	Administration	23,480
City of Bethany	Bethany	Municipal	Administration	3,130
City of Blue Springs	Blue Springs	Municipal	Administration	54,945
City of Bolivar	Bolivar	Municipal	Administration	10,885
City of Branson	Branson	Municipal	Administration	11,467
City of Butler	Butler	Municipal	Administration	4,048
City of Camdenton	Camdenton	Municipal	Administration	4,059
City of Cape Girardeau	Cape Girardeau	Municipal	Administration	39,151
City of Carl Junction	Carl Junction	Municipal	Administration	7,864
City of Carthage	Carthage	Municipal	Administration	14,350
City of Clinton	Clinton	Municipal	Administration	8,911
City of Crystal City	Crystal City	Municipal	Administration	4,740
City of Dardenne Prairie	Dardenne Prairie	Municipal	Administration	13,310
City of Duenweg	Duenweg	Municipal	Administration	1,350
City of Duquesne	Joplin	Municipal	Administration	1,740
City of Excelsior Springs	Excelsior Springs	Municipal	Administration	11,560
City of Foristell	Foristell	Municipal	Administration	571
City of Gladstone	Gladstone	Municipal	Administration	27,140
City of Grain Valley	Grain Valley	Municipal	Administration	13,996
City of Grandview	Grandview	Municipal	Administration	25,159
City of Greenwood	Greenwood	Municipal	Administration	5,742
City of Harrisonville	Harrisonville	Municipal	Administration	10,103
City of Hazelwood	Hazelwood	Municipal	Administration	25,290
City of Independence	Independence	Municipal	Administration	117,306
City of Jefferson City	Jefferson City	Municipal	Administration	42,895
City of Joplin	Joplin	Municipal	Administration	52,288
City of Kearney	Kearney	Municipal	Administration	10,049
City of Kirksville	Kirksville	Municipal	Administration	17,536
City of Lake Ozark	Lake Ozark	Municipal	Administration	1,792
City of Lake Saint Louis	Lake Saint Louis	Municipal	Administration	15,936
City of Lake Winnebago	Greenwood	Municipal	Administration	1,170
City of Lee's Summit	Lees Summit	Municipal	Administration	97,290
City of Liberty	Liberty	Municipal	Administration	31,507
City of Lone Jack	Lone Jack	Municipal	Administration	1,237
City of Manchester	Manchester	Municipal	Administration	18,112
City of Marceline	Marceline	Municipal	Administration	2,136
City of Moline Acres	Saint Louis	Municipal	Administration	2,390
City of Mt. Vernon	Mount Vernon	Municipal	Administration	4,529
City of Nevada	Nevada	Municipal	Administration	8,149
City of North Kansas City	North Kansas City	Municipal	Administration	4,505
City of Oak Grove	Oak Grove	Municipal	Administration	8,112

Incode Court Software Users in MO and KS

Customer	City	Industry	Sub-Industry	Population
City of O'Fallon	O Fallon	Municipal	Administration	87,597
City of Osage Beach	Osage Beach	Municipal	Administration	4,553
City of Ozark	Ozark	Municipal	Administration	19,905
City of Parkville	Parkville	Municipal	Administration	6,772
City of Peculiar	Peculiar	Municipal	Administration	5,118
City of Perryville	Perryville	Municipal	Administration	8,460
City of Pine Lawn	Saint Louis	Municipal	Administration	3,573
City of Platte City	Platte City	Municipal	Administration	4,944
City of Platte Woods	Platte Woods	Municipal	Administration	404
City of Pleasant Hill	Pleasant Hill	Municipal	Administration	8,545
City of Pleasant Valley	Pleasant Valley	Municipal	Administration	3,043
City of Poplar Bluff	Poplar Bluff	Municipal	Administration	17,070
City of Randolph	Randolph	Municipal	Administration	54
City of Raymore	Raymore	Municipal	Administration	21,167
City of Raytown	Raytown	Municipal	Administration	29,211
City of Riverside	Riverside	Municipal	Administration	3,354
City of Sikeston	Sikeston	Municipal	Administration	16,155
City of Smithville	Smithville	Municipal	Administration	9,798
City of St. Charles	Saint Charles	Municipal	Administration	70,329
City of St. Clair	Saint Clair	Municipal	Administration	4,704
City of St. Joseph	St. Joseph	Municipal	Administration	76,442
City of St. Peters	Saint Peters	Municipal	Administration	57,178
City of Sugar Creek	Sugar Creek	Municipal	Administration	3,308
City of Sullivan	Sullivan	Municipal	Administration	7,147
City of Troy	Troy	Municipal	Administration	12,015
City of Warrensburg	Warrensburg	Municipal	Administration	20,168
City of Washington	Washington	Municipal	Administration	13,966
City of Weatherby Lake	Weatherby Lake	Municipal	Administration	1,993
City of Webb City	Webb City	Municipal	Administration	11,334
City of Weldon Spring	Weldon Spring	Municipal	Administration	5,578
City of Wentzville	Wentzville	Municipal	Administration	39,414
City of West Plains	West Plains	Municipal	Administration	12,248
City of Wildwood	Grover	Municipal	Administration	35,501
Jackson County	Kansas City	County	Administration	698,895
St. Louis County	St. Louis	County	Administration	996,726
Village of Claycomo	Claycomo	Municipal	Administration	1,488

79 entities in KS and MO use Incode Court Software

39 Kansas City Metro communities use Incode Court Software

Court Software- Composite Scoring Sheet

Rating scores (RFP + Interview sum):

Far exceeds expectations = 75 - 61
Exceeds expectations = 60 - 46
Meets expectations = 45 - 31
Almost meets expectations = 30 - 16
Does not meet expectations = 15 - 0

Company Name	Tyler	FastCourt	Bgi	Caselle	Equivant	Pioneer	Rejis	Justice
RFP eval.	Composite Rating (1.0-5.0)							
1. Interoperability with Police Software	4.7	1.7	1.3	4.7	1.3	5.0	2.3	3.7
2. Interoperability with Receipts Software	3.0	2.0	1.5	3.0	1.0	4.0	1.5	3.5
3. Automation of Redundant Tasks	5.0	4.7	3.3	4.7	2.0	5.0	5.0	5.0
4. Software Widely Used in KC Region	4.7	1.3	0.7	1.0	1.0	2.7	3.0	3.7
5. Updates, Support and Training Capabilities	5.0	3.0	4.0	4.0	3.7	5.0	4.7	5.0
6. Cost of Software and Annual Support	3.0	2.5	1.0	4.0	1.5	1.0	4.0	3.0
7. Overall	4.3	2.3	1.7	4.0	2.0	3.7	4.0	4.0
Total sum	29.7	17.5	13.5	25.3	12.5	26.3	24.5	27.8
Interview/Demo eval.	Composite Rating (1.0-5.0)							
1. Knowledge and Relevant Experience	5			3.5				4.5
2. Work in KC Region	5			1				3.0
3. Problem solving, process for developing updates	4.5			3				4.0
4. Is software intuitive and user friendly	4.5			3.5				3.0
5. Is software interface with Police Software simple	5.0			5				5.0
6. Is software interface with receipts simple to use and eliminate duplication of entry and limit opportunity for human error	5.0			3				5.0
7. Overall	5.0			3				4.0
Total sum	34.0			22.0				28.5
RFP + Interview total	63.7			47.3				56.3

12-5-18 Randy, Kathy and Keith reviewed scores and based on the hosting options and pricing submitted felt that Pioneer was too expensive and that Caselle was preferred over Rejis to interview because Rejis only offers a web based system.

Tyler	Caselle	Pioneer	Rejis	Justice
Interview and Demo Completed	Interview and Demo Completed	Price is too high, do not interview	Only offer a web based option	Interview and Demo Completed

12-14-18 Randy, Kathy, Keith and Amberley, Court Clerk from Mission discussed the three firms interviewed. A preference for Incode was established based upon their system to support a paperless court system, the program automatically saving electronic documents to the appropriate case file, providing an on-line customer interface, easy to customize screens/reports, easy/efficient batching of redundant processes, pricing is comparable to other firms, program can be hosted or kept in house, program interfaces with receipts and Digi ticket, and most important they have been in operation for decades with a large contingent of local courts operating their software which will enhance affordability of local training and provides potential for assistance for other agencies should we need it.

COPY

CITY OF ROELAND PARK, KS

COURT MANAGEMENT SOFTWARE

FRIDAY, NOVEMBER 16, 2018

JOHN HARDIN
5519 53RD STREET, LUBBOCK, TX 79414
806.791.8200 EXT:793118
JOHN.HARDIN@TYLERTECH.COM

CITY OF ROELAND PARK, KS

COURT MANAGEMENT SOFTWARE

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RESTRICTIONS ON DISCLOSURE

This proposal from Tyler Technologies, Inc. ("Tyler") contains proprietary and confidential information, including trade secrets, belonging to Tyler or Tyler's partners. Tyler is submitting this proposal on the express condition that the following portions will not be duplicated, disclosed, or otherwise made available, except for internal evaluation purposes:

- Response to the Functional Requirements, or "Checklist"

- Line-item pricing (total proposed contract amount may be disclosed)

- Screen shots, if any

- Customized Statement of Work/Implementation Plan

Each of these sections has separately been labeled "Proprietary and Confidential – Subject to Restrictions on Disclosure."

To the extent disclosure of those portions is requested or ordered, Tyler requires written notice of the request or order. If disclosure is subject to Tyler's permission, Tyler will grant that permission in writing, in Tyler's sole discretion. If disclosure is subject to a court or other legal order, Tyler will take whatever action Tyler deems necessary to protect its proprietary and confidential information and will assume all responsibility and liability associated with that action.

Tyler agrees that any portions not listed above and marked accordingly are to be made available for public disclosure, as required under applicable public records laws and procurement processes.

TRADEMARKS DISCLAIMER

Because of the nature of this proposal, third-party hardware and software products may be mentioned by name. These names may be trademarked by the companies that manufacture the products. It is not Tyler's intent to claim these names or trademarks as our own.

Table of Contents

Friday, November 16, 2018

City of Roeland Park
Kathy Bolek
Court Clerk
4600 W. 51st St
Roeland Park, Kansas 66205

Dear Kathy Bolek,

Tyler Technologies, Inc. (Tyler) is pleased to offer this proposal in response to the City of Roeland Park's RFP for Court Management Software. We are confident that Tyler's Incode solution brings the right mix of resources, experience, and technology to foster an environment for success.

After carefully reviewing the project goals, objectives and requirements defined within the RFP, we are excited about the opportunity to work with the City of Roeland Park on this project.

This proposal and cost schedule is valid and binding for 90 days following the RFP due date. Except as set forth in this proposal, this proposal can be released in part or in total as public information in accordance with the requirements of the laws covering same.

Tyler continually seeks out business partners to share in our success rather than just customers. Our partners, like you, understand the difference between value and cost and want what is best for their communities. If you have any questions, please contact John Hardin, your Account Executive at 806.791.8200 ext:793118 or via email at John.Hardin@tylertech.com for more information.

Tyler Technologies authorizes the signatory of this letter to negotiate and bind Tyler Technologies to this response.

Respectfully submitted,

Dane Womble
President – Local Government Division, Tyler Technologies, Inc.

EXECUTIVE SUMMARY

In response to the City of Roeland Park's RFP, Tyler Technologies is proposing its Incode solution. Our response reflects our understanding of your requirements and our ability to deliver the quality products and services you need for a successful project. Tyler's Incode solution represents the pinnacle of public sector software offering an integrated solution of comprehensive applications designed to resolve the City's complex needs.

CHOICE

Though the City of Roeland Park will review many choices during this evaluation process, our goal is to make your choice an easy one. With Tyler, there is no need to move from vendor to vendor, solution to solution, technology to technology. Tyler's Incode solution is an integral part of a community of employees, customers, and partners who all share a passion for serving the public.

As part of that community, the City will have access to all the tools needed to efficiently manage your operations. With the goal of being the last software company you ever choose, Tyler will work for and with you to consistently provide you with the broadest and most advanced public sector solutions available.

COURT CASE MANAGEMENT

Tyler's Municipal Court solution utilizes a variety of user-defined options so that the court system can be configured to fit your individual needs. Easily create master files for persons, vehicles, officers, attorneys, etc. eliminating the need to re-enter existing information for every case or citation. The existing information can be easily located and attached to a new case. This eliminates duplicating information and therefore saves time and disk space. Incode complies with all State reporting and conviction reports. This includes electronic reporting of convictions or non-compliance. Incode prides itself on customer service when it comes to training and support. So much so, we provide a complete user reference list of all clients.

We feel that when you purchase software, it should be a long-term item, not one that you will be purchasing every few years. Tyler provides on-going development to continually provide enhancements to keep the software on the cutting edge, while continuing to meet all State requirements. Compare product for product and you'll see that Incode beats the competition hands down. Our feature rich court system will improve your court's efficiency, accuracy and overall abilities to meet the demanding needs of today's court.

COMPREHENSIVE SOFTWARE & SERVICES

Tyler's solution is intended to upgrade City of Roeland Park's departments to the latest system available in today's marketplace. Tyler's Incode platform is distinguished from the competitive

landscape by the fact that we develop and support 100% of our products in-house. All software development, implementation, and support services are provided solely by our in-house personnel. This has enabled us to build and evolve a software platform and ecosystem that infuses employee passion for industry-specific software automation with the front line experiences our leading customers have provided. The result of this commitment is the industry's most powerful, seamless, efficient, user-intuitive, and scalable platform for local government automation. Our group of seasoned consultants, trainers, product experts, and programmers bring years of local government software experience to make your transition a smooth success.

Tyler handles the following aspects of your project under a single contract:

- System Delivery
- Implementation
- Training
- Support and Maintenance
- Software Updates and Upgrades

OBJECTIVES & SCOPE

At Tyler, we are uniquely qualified to meet the needs of the City through our experience, our software, and our absolute commitment to customer satisfaction. Our customers have a direct impact on the evolution of the software and the processes involved in implementing and supporting it. Each of the products and services listed in the response are represented as a description and a list of activities and assumptions. Tyler products will be implemented "off the shelf" without customization or modification, except as detailed in the response.

Tyler's Incode suite offers integrated applications that are specifically designed to enable governments to be more efficient, more accessible, and more responsive to the needs of their citizens. Consistent integration among Incode applications has always been a priority and a key benefit to organizations looking to improve their business practices. The key benefits to the system include, but are not limited to:

- Providing a single, comprehensive, and integrated solution to manage the City's business functions
- Streamlining business processes through automation, integration, and workflows
- Providing a user-friendly user interface to promote system use, productivity, and minimize the need for training
- Eliminating redundant data entry
- Providing many standard reports directly from the software with access to data through inquiry and drill down capabilities
- Providing multiple interfaces to commonly used 3rd party systems

COMPLETE SERVICES

IMPLEMENTATION APPROACH

Tyler utilizes a proven phased implementation approach, which ensures that process specific details are mastered prior to each subsequent stage. A formalized sign off process, defined by a clearly stated deliverable, are the key to a successful implementation. For multi-phase projects, such as sites that implement more than one Tyler product, the stages are repeated as necessary.

TRAINING

Our clients expect to receive the right training for their needs because learning the tools, benefits, and powerful functions is part of the process. It's a fact that fully trained clients who understand how to use Tyler products are able to do their jobs better, period. Tyler offers multiple training options to fit your needs.

SUPPORT

The goal of the Tyler Support department is to provide expeditious technical assistance to Tyler software users in overcoming issues, understanding functionality, and recommending approaches to various scenarios. We strive to answer your questions quickly and accurately. Tyler offers multiple ways to contact your support personnel, as well as access to thousands of users across the country who have the experience to help you utilize the software to your greatest benefit.

COMMITMENT

At Tyler, we are uniquely qualified to meet the needs of the City through our experience, our software, and our absolute commitment to customer satisfaction. That commitment, along with the consistent evolution of technology and software features, has resulted in a retention rate of more than 98 percent and long-term relationships with our users. With more than 15,000 customers, this partnership is an integral part of who we are and what we do. Our customers have a direct impact on the evolution of the software and the processes involved in implementing and supporting it.

PROTECTING YOUR INVESTMENT FOR YEARS TO COME

Tyler's "Evergreen" Development Philosophy insures that the City will always have industry-leading functionality that utilizes current technology. As part of our annual support fee, all enhancements to our software are provided at no additional charge. This allows our users to continue to take advantage of new advances without having to relicense the software. Additionally, these enhancements are delivered in manageable upgrades that do not require a complete reimplementation of the software.

PARTNERSHIP

We want to thank the City of Roeland Park for the opportunity to respond to your Request for Proposal and for your time and consideration during the review process. At Tyler, we feel the evaluation and selection of new software should be as much about people as it is product, with the ultimate decision resulting in a partnership between the customer and their chosen software provider. It is our firm belief that Tyler is uniquely qualified to be that partner and more than meets the needs outlined by the City of Roeland Park in this document. Should you agree, we look forward to progressing to the next stage in your evaluation process.

VENDOR PROFILE

This section is to provide information about the vendor, the CMS offered, and the proposed project staff. If the firm submitting the RFP and the product software provider are not the same company, a separate Vendor Profile page shall be provided for the vendor submitting the proposal and the software product provider.

Vendor Name:

Tyler Technologies, Inc.

Vendor Address:

5519 53rd St. Lubbock, TX 79414

Vendor Website:

www.tylertech.com

Vendor Phone:

(800)646-2633

Vendor History (Please provide a history of your company so we can get to know you better.): CMS Offered/Proposed (Please tell us about the software you are proposing for the court. Include examples of other courts that are currently using your software.):

Tyler Technologies, headquartered in Plano, Texas, is a leading provider of end-to-end information management solutions and services for local governments. Tyler partners with clients to empower the public sector — cities, counties, schools and other government entities — to become more efficient, more accessible and more responsive to the needs of citizens. Tyler's client base includes more than 15,000 local government offices and school districts throughout the U.S. and its territories, Canada, the Caribbean, the United Kingdom and other international locations. These mission-critical applications provide the public sector with the ability to streamline and automate operations resulting in improved productivity and reduced costs.

OUR PRODUCTS

With decades of exclusive public sector experience, Tyler is the market leader that provides integrated software and services; our singular focus, subject matter experts and in-depth products result in a sustainable client partnership that delivers the industry's most comprehensive solution. We provide the industry's broadest line of software products, and offer clients a single source for all their information technology needs, in several major areas: Financial & Human Resources, K-12 School Solutions, Public Safety, Courts & Justice, Property Appraisal & Tax, Permitting & Land Management, Public Maintenance Management, Citizen Services, Land & Vital Records, and Document Management.

We are known for long-standing client relationships, functional and feature-rich products, and the latest technology. In addition to software products, Tyler provides related professional services including installation, data conversion, consulting, training, customization, support, disaster recovery, and application and data hosting.

OUR EXPERIENCE

Tyler Technologies' solutions offer the widest breadth of products in the industry, the latest technology available, and an integrated system that can operate in diverse offices throughout a jurisdiction. More importantly, Tyler's vision and skill in executing that vision is what ultimately leads to a successful implementation and long-term solution for our customers. Our experienced team consists of industry leaders that keep our team moving and making sure we can give you the tools to succeed.

COURT SOLUTION OVERVIEW

The Incode Court Case Management solution is a fully integrated, graphical application that also provides excellent document management, cash bond management, program tracking, and so much more. Utilizing a variety of user-defined options, the court system can be configured to fit your individual needs. Easily create master files for persons, vehicles, officers, attorneys, etc. eliminating the need to re-enter existing information for every case or citation. The existing information can be easily located and attached to a new case. This eliminates duplicating information and therefore saves time and disk space.

In the public sector, the average lifespan of a software purchase is five to seven years; Incode has a retention rate of over 99%, which means once an organization joins our team they basically never change their software products again. Tyler provides on-going development to continually provide enhancements to keep the software fresh while continuing to meet all state requirements. Our feature-rich court system will improve your court's efficiency, accuracy, and overall abilities to me the

demanding needs of today's court systems.

COURT CASE MANAGEMENT FEATURES

CASE PROCESSING

Through the unique *Control Center* screen, users can view any information at a glance for all citations that a defendant has within the court system and update the cases from the same screen by entering into the disposition mode, or by batch updating the cases using a macro. Easily print any document or series of documents for any case.

The court can easily update address information, phone numbers, and physical information and even capture the Defendant's photo from this single screen. All changes are recorded in a detailed history screen and are time/date/user stamped.

Alias names can easily be attached to a Defendant, insuring that all information for the Defendant is displayed regardless of the name being searched.

Search information in the system by Name, DOB, Social Security number, Driver's License number, Case/Citation number, vehicle information, addresses and numerous other criteria.

Identifiers on the screen alert clerks to their being an outstanding warrant, active bonds on the case, age (Juvenile, Minor) and you have the ability to create 'Hot Flags' on Defendant's such as 'No Checks' or 'Translator Required'.

Set cases for trial and have the calendar check officer schedules, court availability and set a maximum number of cases allowed on a court date.

ADDITIONAL FEATURES:

- Track an unlimited number of court settings at a time, all with different due dates/times

- Status codes automatically enter numerous defaults such as plea, trial type, and set new fees based on a single status code

- Create pre-defined Judgments for ease in sentencing cases

- Amend charges without having to re-enter case information

- Set payment plans and payment groups which automatically roll the due date upon payment

- Provide jail credit/community service credit based on a pre-defined rate

- Add Attorneys to a case with ease

- User defined grid for displaying information in the desired order by each user

- Witnesses flags are displayed on the screen

- Unlimited note ability; identified by private, public, court session and Prosecutor types

- Adjust fees, fines and costs with the click of your mouse

- Combined total is displayed on the screen

- Next action date, payment date or court date displayed on the main screen, no need to drill down inside the case

- Complete detailed history available

PAYMENTS, CASH BONDS, CASH REPORTS & CREDITS

Tyler provides the ability to adjust fees and fines from numerous areas within the software, including when payments are entered. Tyler also provides the ability to enter payments in full or partial payments for cases set up on a payment plan. Payments are posted by the system to the proper fees/costs/fines in the order defined by the court. A record is created on each case as to which fees have been paid, the balance of the fees due and any credit that has been applied to the case. The user can take multiple payments on one receipt with the balance due for each case listed on the receipt.

Cash bonds are easily posted to the violator's case. Bonds are then managed through our bond management screen for ease in applying, forfeiting, refunding or transferring from case to case.

Credit can be applied to a case for various types of community service or jail time served. Receipts are printed and numbered for each transaction. Through the use of our unique case status codes, the user can automatically add new fees to a case when the case status is changed.

The Tyler court software provides a direct interface to any Tyler Technologies General Ledger system, ending the need for journal entries. For an additional fee, Tyler may be able to create an interface file for uploading into other general ledger systems.

Additional Features:

- Print receipt(s) for all transactions

- Void receipts (with proper security rights)

- Partial payments automatically role the date to the next payment date due, if applicable

- System prevents over-payments

- Set security flags on Defendants, such as "Do Not Accept Checks"

- Create payment groups for multiple citations to be paid on one arrangement

- Automatically add payment plan fees (if applicable)

- Take different methods of payment on a single receipt

- Track Bonding Company information contained in a master file to reduce the need of reentering bond company information

- Set bonding limits on bond companies

- Create a refund list for Accounts Payable

- Write refund checks directly out of the software

DOCKETING

Tyler's Incode Court Case Management software offers a wide variety of docket options. Dockets are easily created in conjunction with case statuses and the calendar availability. Our dockets can be created in several formats and called up in various orders such as; alphabetical, by docket number, by officer, and many others. Tyler also provides a live check in process so that Defendant's appear in the order that they arrived for trial.

All cases on the selected docket automatically appear on the live docket screen allowing for fast, efficient adjudication of the cases without having to search for each Defendant or case. Cases can be updated in a batch as well, such as rescheduling a specific attorney's cases. In addition to the numerous dockets that we provide for the court, Tyler also provides an Attorney Docket for emailing/faxing to Defense Attorneys; a Prosecutor's Docket for each of your Prosecutors and a Police Officer Docket for each officer with cases scheduled to appear in court.

All dockets can be printed or archived for historical purposes. A true and complete final docket can be generated after court that will provide the outcome of all cases that were listed on the docket.

WARRANTS

Tyler provides the ability to create an unlimited number of warrant types, allowing for different fees to be added to warrants based on type, different documents to print based on type and bonds to be set based on type. Warranted cases display in red on the screen, as well as marking each name and case with a "W" to ensure that staff notice the warrant. Photos of the violator can be printed directly on the warrant, as well as any desired descriptors.

Warrants can be created in a batch process, or on a case by case basis. Our Warrant Management Center provides the ability to produce numerous types of warrant reports based on address, city selection, offense, names and several other options. Warrants can easily be updated with attempts to serve, including notes on why you were unable to serve the warrant.

Payments, or the posting of bonds, can automatically clear the warrant. Detailed histories of the warrants are maintained within the software. Numerous detailed warrant reports are provided including the listing of outstanding warrants and cleared warrants.

STANDARD FEATURES

Live Courtroom Docket

Incode provides the ability to create a true, live courtroom docket based on your court rules. Options include entering dispositions, posting payments, bonds and bond disposition, printing any user-designed form, issuing community service credit or jail credit, add new comments and add walk-ins to the court docket.

Managing Dispositions

Easily track and manage every aspect of the disposition of your cases. Drop down boxes provide your user-defined codes for quickly and efficiently updating pleas, case settings, trial types, fees/fines,

Judgments and much more.

Case Tracking

Never lose case folders with Incode as users can check cases out and back in, keeping a record of where every case is, who has it and why. Track cases to the court room, the prosecutor's office and more. User defined codes for case checkouts, returns, even the ability to track cases that are closed and stored in files off-site from the court.

Warrant Management

Warrants and Failure to Appear charges can be issued in a batch or selected by the user and printed by the system. Served warrants are left in the system for historic information. Users have the ability to define an unlimited number of warrant types, create the wording for each warrant type, and create warrant fees for each warrant type and to define additional rules for warrant types.

Citation History

From Citation History users are able to see every event that has ever taken place on a violation, including: payments and receipt numbers, documents printed on the case, changes to fees and fines, any case settings and much more.

Jury Selection & Management

Easily create jury pools and clear previous pools; manage Juror addresses, exempt status and voter registration numbers. Create and print a user-defined jury summons, check them in, assign them to courtrooms, create notices for non-appearances, issue juror checks, and much more.

Ethnicity Tracking

Track all ethnic backgrounds from Hispanic to Vietnamese by simply adding the ethnicity at the time of data entry.

Case Status Tracking

Incode users can track cases by status and status date, creating a report or updating hundreds of cases at a time. By selecting the current status and date range, the court user can generate courtesy letters or forms, reset cases and change or update statuses or add additional fees, without having to go to individual cases to update them.

Citation Book Tracking

Incode has the ability to track the citation books issued to officers. Reports can be generated on the number of missing citations, easing audits on citation books.

State Reports

Incode Meets All State Reporting Requirements, As Well As offering electronic conviction reporting in all States where applicable.

O'FALLON MUNICIPAL COURT

For many years they were able to manage a smaller court system with a case management system developed in-house. While adequate then, the city of O'Fallon has progressed into the seventh largest in Missouri with a growing population exceeding 80,000. They needed a system that could reduce long customer service lines, process credit cards online to reduce cash and check handling, keep up with changing legislative demands, produce real-time data and minimize manual entry and mailing. They found their answer in Tyler's Incode Court Case Management Online solution in May 2007.

INTEGRATED TECHNOLOGY REDUCES TICKET PROCESSING BY WEEK

Now they are experiencing efficacy and increased productivity previously unavailable. "Considering we are taking in approximately $32,000 per month in the form of 75-80 payments per week, the option to directly apply bonds to one or more cases has saved us a lot of administrative work," says Jeff Chapple, Court Administrator for the O'Fallon Municipal Court. Additionally, online information transmission has drastically affected reporting time as they can receive electronic transfer tickets from the local police department and process state electronic convictions quicker. Chapple says, "It previously took 7-10 working days to get tickets into the system because of processing time. Now with direct interface with Incode, tickets written yesterday are imported a day later. We reduced our ticket processing by a week. And now that it's online, people check for their tickets a lot faster. Some defendants see it one day and pay the fine online the next." That reduces future paperwork for the court.

At a Glance:
At a Glance:
• O'Fallon Municipal Court
• Jeff Chapple, Court Administrator
• Population: 80,519
Objectives:
• Shorten customer service lines
• Reduce cash/check handling
• Produce real-time data
• Keep up with legislation
• Minimize data entry/mailing
• Back office efficiencies
Solutions:
• Incode Court Case Management Online
Benefits:
• Reduced ticket processing from 7-10 days to 2
• Reduced cash/check handling through online bill pay
• Integrated system yields real-time data, minimizes data entry/mailing
• On-demand report generation and searches
• Keep up with legislative demands through report development by Tyler

ONLINE PAYMENT SYSTEM REDUCES CUSTOMER SERVICE TRAFFIC

Due to the online court option, the city has also seen a significant drop in office traffic. With court being held on Monday nights, they are now seeing weekend and Monday online traffic picking up due to offenders paying fines before their court date. Over time they have seen their percentage of online traffic continue to grow, and with each docket an increasing number of people are finding online services a viable and convenient option.

ONLINE FEE PROCESSING MINIMIZES CASH AND CHECK HANDLING

Having eliminated all credit card payments by phone, O'Fallon courts are now encouraging online fee processing to reduce cash and check handling, streamline processes and enforce regulatory compliance. "This made us feel that we were much more compliant with the credit card reporting law without having to deal directly with defendants," explains Chapple. "It also takes a lot of time to write down a credit card number, run it through, and then call someone back when the credit card is declined or written down incorrectly. We haven't processed a credit card since we started using Incode, so we've seen a huge difference in staff efficiencies."

INCODE AIDS IN REPORT GENERATION AND STATISTICAL SEARCHES

O'Fallon court staff members are also pleased with the amount of reporting options available and Tyler's response to current legislation. "With our old system, you had to wait until you posted your whole docket to generate one letter. With Incode, you can generate a single letter when you need to, and you can search about 50 different ways to find statistics," stated Chapple. Also, monthly reports to state and circuit court judges reflecting court costs, fines and ticket status (issued, convicted or dismissed) were set up by Tyler Technologies in 2007. Coming legislation in late August 2013 will mandate an added report that breaks down court revenues according to moving versus non-moving violations. Cities that fail to comply forfeit additional state funding for traffic grants. Tyler Technologies was aware of this new state requirement and helped them comply before the deadline.

LIVE TECHNICAL SUPPORT KEEPS COURT OPERATIVE AT ALL HOURS

Chapple added that technical support was also a major issue in building a relationship with Tyler Technologies. "You can get a live human that is responsive—even for night court. We had a problem at 6 or 7 p.m. one night. We got it fixed and were back online in minutes. That was a big selling point."

INCODE GROWS WITH O'FALLON COURT SYSTEM

Like other Tyler customers, O'Fallon is working to make a good product even better and more responsive to their needs. They are currently in partnership with Tyler to develop software that processes and submits fingerprints to the state. Their current system, while effective, is a bit slow due to data entry and mailing hard copies. As a result, manual entry will be greatly reduced, as will phone calls to their office by others conducting background checks. Law enforcement agencies will also be able to use the information to elevate punitive charges for repeat offenders. The City of O'Fallon hopes to be enjoying this new feature before the end of 2013.

Chapple and his staff are satisfied with their decision to use Tyler's Incode online court solution, and continue to see the company as a progressive one that supports and satisfies its customers. "They listen to their users and are constantly upgrading and moving from idea to development. You don't

have that opportunity without having a progressive company." And as pleased as they are with their decision, Chapple reiterates that part of that experience is a result of how personal and scalable the solution has been for them. "This technology is very user-driven. There are lots of features available, but you don't have to use them all. You can build it and operate it the way you want to, and can control which technology you want to take advantage of."

It's hard to deny that this court system is becoming leaner and more customer-driven. In taking advantage of the technology they need, they are, in effect, giving the public more control in how they interact with the court system and simultaneously making their back room operations more efficient. Operating in a time when jurisdictions are forced to do more with less, the O'Fallon court system is proud to leverage their technology to serve the public in such a responsive way and is glad to partner with Tyler Technologies to continue that mission in the years to come.

CITY OF CARROLLTON, TX

Industry: Municipal Court
Status: 3 Years with Tyler Technologies
Resources: 17 Court Staff including Administration Clerical and Judicial
Population: 119,097
Location: Suburb of Dallas, TX identified as a "Top Place to Live" by Money magazine
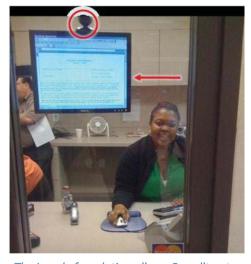**Solution Suite:** Incode Court Case Management, Incode Cash Collections, Tyler Jury Management
Objectives:
- Simplify processes

- Improve efficiency and accuracy for more than 42,000 annual cases

- Select a technology foundation to support paperless operations

Business Issues:
- Thousands of back-logged cases

- Error-prone processes

The Incode foundation allows Carrollton to implement cutting-edge, paperless solutions... Tyler Jury Management, fingerprint/biometric security, Incode Cash Collections, document imaging and officer notification systems.

THE STORY

Deryl Corley, a Level III Certified Court Administrator, joined the City of Carrollton's Municipal Court in 2005 after more than two decades in law enforcement and a successful stint as court administrator in another Dallas- Fort Worth metroplex city. He understood the importance of clearing the more than 1,000 case backlog—a backlog attributable to a combination of user and technical errors.

With an eye on the bigger picture, Deryl put together a list of features and functionality that would streamline processes, reduce human error and put an end to the wasted resources—including

money— of a paper-driven courtroom. Carrollton ended up selecting Tyler Technologies' Incode Court Case Management solution. With its user-friendly interface and powerful technology backbone, Incode proved to be easy to use for employees and robust enough to meet the technology vision for the Carrollton Municipal Court.

SECURE DATA, IMPROVED PROCESSES AND POWERFUL FUNCTIONALITY

Security was definitely a priority for the Court as was improving accuracy and efficiencies. With a state-of-the-art system offering superior functionality and exceptional flexibility, Incode was primed to meet their immediate and future technology needs.

The Incode foundation, including integrity of stored data, allows Carrollton to implement cutting-edge, paperless solutions like Tyler Jury Management, fingerprint/biometric security, Incode Cash Collections, document imaging and systems that notify officers and their superiors of upcoming court dates. These solutions, and Carrollton's commitment to efficiency, are improving operations and saving money today and into the future.

EXPERIENCE AND REFERENCES

This section is to describe Vendor's past projects that are similar to this project in terms of size and scope and utilize the proposed CMS.

Name and address of the client:
Fort Scott, KS
123 S. Main Street
Fort Scott, KS

Name, Title and Telephone for contact
Diane Clay, Municipal Court Clerk
620-223-8100
dclay@fscity.org

General Description of the CMS project:
The City of Fort Scott had a need to be more efficient in the handling of their case load and the integration with their finance software. They chose Tyler Technologies Incode as the best option a city of their size - and limited personnel resources - required to offer the best processing and reporting their judge and citizens needed.
Tyler Technologies took the time to understand their processes and then develop a training plan to allow for the flexibility only one full-time court employee could handle. Tyler Technologies converted the data in their legacy system and tested multiple times to ensure accuracy before agreeing on a cutover date with Fort Scott. During this time, multiple training sessions at the client's convenience provided the confidence for all involved that Fort Scott would be ready for the production phase of the implementation.

Size of the Client Organization in terms of court employees, caseload, revenue, etc.:
1 FT court staff
Approximately 1,000 annual violations
Approximately $105,000 in annual revenue

Timeframe for the project:
Jan 2015 – May 2015

Number of vendor staff involved in the project and their responsibilities
There were 4 primary staff members involved in the implementation.
- Project Manager – the client's main point of contact and the coordinating leader of the implementation effort.
- Implementation Consutant – responsible for the training and on-site leadership of the client's knowledge transfer to Incode software.
- Conversion Programmer – possesses the technical knowledge to take the client's legacy data and convert to the Incode software.
- Conversion Analyst – works with the client and other Tyler Technologies Staff to ensure legacy data is converted correctly.

3.   SPECIFICATIONS

The following pages relate to specifications, or needs, for Municipal Court. Each section of this RFP corresponds to the list below.

1. Tickets
2. Court Management System (CMS)
3. Forms, Imaging and Records Management
4. Electronic Filing Requirements for the State of Kansas
5. Reports
6. Information Technology

1.	TICKETS				
Currently, the city uses electronic ticketing and occasionally paper tickets for the issuance of citations. In addition to answering the following questions, provide a brief explanation of how the CMS will make the court more efficient in terms of ticket entry, ticket processing, and workflow.					
Sec.	**CMS Requirement**		**Modifications**		
	Questions to be answered	**OUT OF THE BOX [Yes] [No]**	**Vendor to modify [Yes] [No]**	**Fixed cost to modify [Yes] [No]**	**Maint. cost to modify? [Yes] [No]**
	Ticket Entry				
1.1.1	Can the court determine the fields necessary for ticket entry within the CMS?	Yes			
1.1.2	Does the CMS ticket entry screen allow for the entry with tabular navigation) of all necessary data from the ticket on one screen?	Yes			
1.1.3	Does the CMS auto populate fields, or prompt users to select from a list of matching datasets, based on existing datasets that were previously entered? *For example: If a clerk is entering multiple tickets for the same person, does that person's name/address/phone/etc. auto populate or prompt the clerk to select from a list of matching datasets?*	Yes			
1.1.4	What e-ticket vendors has the CMS successfully integrated with? (please list in space provided)	Tyler Brazos, APS, OSSI, AutoCite, Cardinal, PSSI, Redflex, DigiTicket, systems using Xerox file layout			
1.1.5	Does the CMS show ALL cases for defendant when searching by full name? And can you toggle between that particular defendant without having to re-enter the name every time?	Yes			
1.2	***Provide a brief explanation of how the CMS will make the court more efficient in terms of ticket entry, ticket processing, and workflow.***				
Tyler's Mobile Citation solution within the Court Case Management system allows officers to generate and print citations in the field. Tyler interfaces with any number of handheld ticket writers including Brazos Technologies and APS, which allows for officer safety, increased productivity, and increased efficiency.					

2.	COURT MANAGEMENT SYSTEM (CMS)				

The city is seeking an innovative, long-term solution for its next CMS, while maintaining the ability to perform the basic court processes. These basic processes might include the ability to create various dockets and track cases (pre/post docket); run user-defined batch court processes (or macros) on multiple cases; and/or generate documents and capture signatures without having to print anything. Roeland Park Municipal Court is not unlike other municipal courts in terms of the various processes and procedures that dictate how we operate. At the end of the day, our goals are to become more efficient, to comply with state-mandated reporting requirements, to become paperless, and to provide outstanding customer service. After answering the following questions, please provide a brief explanation of how your CMS will help the city achieve this goal.

Sec.	CMS Requirement		Modifications		
	Questions to be answered	Current CMS [Yes] [No]	Vendor to modify [Yes] [No]	Fixed cost to modify [Yes] [No]	Maint. cost to modify? [Yes] [No]
2.1	*General CMS Requirements*				
2.1.1	Is the CMS web-based?	No, we offer Client Licensed or Tyler Hosting			
2.1.2	Is the CMS a case-based or a person-based system?	Case-Based			
2.1.3	Does the CMS allow for multiple users with unique usernames and passwords?	Yes			
2.1.4	Does the CMS have an external web component so that defendants and attorneys can look up court information online?	Yes			
2.1.5	Does the CMS allow for various levels of user defined access rights (i.e. view only rights for some users)?	Yes			
2.1.6	Does the CMS have user defined "dashboards" or personal settings?	Yes			
2.1.7	Is the CMS compatible with tablets (iPads, etc.)?	No			
2.1.7.a	If yes to 2.1.7, specify which tables are compatible with the CMS.	Is compatible with devices similar to surface pros, Microsoft based			
2.1.8	Does the CMS have/support an online payment system/vendor?	Yes			
2.1.8.a	If the CMS "supports" other online payment systems/vendors (from 2.1.8), please specify the systems/vendors.	Official Payment, nCourt			

2.1.9	Does the CMS allow users to switch between screens or functions, or have multiple session open concurrently, without losing any unfinished work? *For example: If a clerk is entering a new ticket and receives a phone call about another case, can the clerk save what they are working on so they assist the caller (possibly by looking up a court date, switching screens, etc.) and then*	Yes			
	return to entering the new ticket without losing what was previously entered?				
2.1.10	Does the CMS have user defined case statuses (i.e. active, closed, warrant, etc.) and multiple sub-statuses (i.e. probation, diversion, collections)? *For example: If a case has an outstanding warrant, but is also in collections, can the status be "warrant" and the sub- status be "collections?"*	Yes			
2.1.10.a	If yes to 2.1.10, does the CMS have the ability to highlight or differentiate certain case status so that they "stand out" when viewing them on the computer? *For example, if a case is in "warrant" status, will it be highlighted in red or have some other visual indicator so court users will see it?*	Yes			
2.1.11	Does the CMS have a courtroom processing feature to allow the court clerks to check-in defendants and route cases electronically to the judge, prosecutor, public defender, etc.?	Yes			
2.1.12	Currently, the Police Department performs warrant checks on our dockets to see if our defendants have outstanding warrants in other jurisdictions. If a warrant exists, the physical case file is flagged. Does the CMS allows cases to be electronically flagged so the clerk who is checking-in defendants can see it?	Yes			
2.1.13	Will the CMS allow the court to establish various workflows (and/or queues) for court users to track their work on various dockets to streamline work processes and increase efficiency??	Yes			
2.1.13.a	If yes to 2.1.13, provide detailed explanation.	With differential case management, user-defined tracks can be established that allow a timeline of events and associated required dates (before or after) to be attached to the case.			

2.1.14	Is the CMS database fully relational and require only single entry of data elements? *For example: Information about a defendant or other case party information must be entered only once and can then be linked with information anywhere else in the CMS.*	Yes			
2.1.15	If a case party address is changed will it update the entire system?	Yes			
2.1.16	Does the CMS allow users to correct mistakes in ticket entry after data is saved? Can the judge and clerk's notes be locked so that they cannot be altered?	Yes			
2.1.16.a	If yes on 2.1.16, does the CMS keep track of changes and which user made the changes and the date of the change (i.e., audit trail)?	Yes			
2.1.16.b	Does the CMS track the continued court date and the date the continuance was made in the system?	Yes			
2.1.17	Can the CMS be customized so that certain actions cannot be taken before other actions are completed? *For instance, a court user cannot close a case if there is no plea, or there is an outstanding balance, etc.*	Yes			
2.1.18	Does the CMS integrate with third-party financial software?	Yes			
2.1.18.a	If yes to 2.1.18, please provide a list of third-party financial software vendors with which the CMS has been successfully integrated.	PeachTree, SpringBrook, Eden, GT, Munis, Solutions, Peoplesoft, HTE, Incode GL, Incode 10			
2.1.19	Is the CMS compatible with ePad-Link e-signature pads manufactured by Interlink Electronics that allows defendants, attorneys and court staff to electronically sign documents and print signatures on notices and any other form needing a signature?	No, compatible with Topaz signature pads			
2.1.20	Does the CMS store electronic signatures for court staff to be applied to court-generated documents?	Yes			
2.1.21	Does the CMS provide audit trails to show which user and workstation locations logged on to the system during a specified period?	Yes			
2.1.22	Does the CMS have an easy-to-use interface for searching for information that can be used by designated users with minimal training?	Yes			

2.1.23	Does the CMS have a more robust searching component that can be used by the court to look-up detailed information about a defendant and/or case?	Yes			
2.1.24	Does the CMS allow users to search for records or data using almost any data field, or combination of data fields, with full or partial characters (I.e. defendant's full or partial name, social security number, driver's license number, date of birth, address, location/date of violation, officer name or badge #, etc.)?	Yes			
2.2	*Case Parties*				
2.2.1	Does the CMS have "Case Party Profiles" where clerks can enter the name and contact information for defendants, victims, witnesses, attorneys (including bar #), public defenders, judges, prosecutors, interpreters, lab personnel, officer(s), etc.	Yes			
2.2.2	If a case party's information (name, address, phone, ect.) is changed, will it update all records associated with that case party?	Yes			
2.2.3	Does the CMS allow for the tracking of unlimited addresses, emails, phone numbers, social security numbers, aliases, etc. for case parties?	Yes			
2.2.4	Does the CMS allow cases/parties to be linked? *For example, will multiple cases/tickets show up under a defendant's name or "profile"?*	Yes			
2.2.5	Does the CMS allow the court to add/update officer's name and badge number?	Yes			
2.2.6	Does the CMS have the ability to merge duplicate case party information and track changes?	Yes			
2.2.7	Can the CMS run a report to identify possible duplicate case parties to assist the court in keeping its data clean and updated?	Yes			
2.3	*Dockets*				
2.3.1	Is there a limit on the number and type of court dockets that can be created, maintained and tracked?	No, unlimited			
2.3.2	Does the CMS allow cases to be easily moved between dockets?	Yes			
2.3.3	Does the CMS allow for cases on a docket to be easily moved into a queue for batch processing?	Yes			
2.3.4	Can the court create/run different types of docket reports?	Yes			
2.3.4.a	If yes to 2.3.4, are these reports customizable?	Yes			

2.3.5	Does the CMS allow for cases to be scheduled on various dockets and indicate the action to be taken on the case? *For example: Can a clerk schedule a case on the Arraignment docket to "Review Insurance" and will "Review Insurance" display on the docket report if it were printed?*	Yes			
2.3.6	Does the CMS allow for an online system that allows court patrons to search for their court date? (see 2.1.4)?	Yes			
2.3.6.a	If yes, please list current vendors you integrate with.	Online system is not a third party product. System is a real-time Tyler Product			
2.3.7	Does the CMS have the ability to limit the number of cases that can be scheduled on a docket?	Yes			
2.3.8	Does the CMS have the ability to block dockets so that cases cannot be scheduled for various reasons (I.e. holidays or court closed)?	Yes			
2.4	*Batch Processing*				
2.4.1.a	The Court has identified the following actions where batch processing would greatly increase efficiency. Will the CMS accommodate batch processing and printing for the following types of cases?				
	• Collections	Yes			
	• Suspensions	Yes			
	• 30-Day Notices	Yes			
	• Continuances	Yes			
	• Payments	Yes			
	• Warrants	Yes			
	• Invalid Insurance	Yes			
	• Failure to Appear/Failure to Comply	Yes			
2.4.2	Provide a detailed explanation, including success stories from current clients, of other batch processes that were applied using the proposed CMS that increase efficiency in the court.	Please see Experience & References section of this response for success stories/case studies of our clients.			
2.5	*Receipts*				
2.5.1	Does the CMS save/archive a copy of receipts or payment records (electronically) to the case?	Yes			
2.5.2	Can receipts be voided?	Yes			
2.5.3	Can receipts handle multiple payments and/or payment types (cash, check, credit, etc.)?	Yes			
2.5.4	Can the receipt list all active cases for the defendant including next court date and balances due for each case and a total balance due?	Yes, user can design. Default reciept list cases that payment applied			
2.6	*Payments*				

2.6.1	Does the CMS allow payments to be disbursed over multiple fees/costs in a priority manner that is user defined? *For example: if a partial payment is made, can the clerk determine how the payment is disbursed among the various outstanding fines/fees?*	Yes			
2.6.2	Does the CMS have the ability to set up and track payment plans?	Yes			
2.6.3	Does the CMS have the ability to account for adjustments to fines and other court costs?	Yes			
2.6.4	Does the CMS allow the court to track restitution?	Yes			
2.6.4.a	If yes to 2.6.4, does the CMS have an indicator showing restitution is owed on a case that automatically goes away when the restitution is paid in full?	Yes			
2.7	***Fine Schedules and Court Costs***				
2.7.1	Can the court establish a fine schedule and/or cost codes (fines, court costs, restitution, etc.) that auto populate as charges are entered?	Yes			
2.7.2	Can the CMS handle community services as a non-monetary payment type?	Yes			
2.7.3	Does the CMS allow the court user to change auto populated fine amounts on a charge at any time? *For example: the judge modified a fine. Can the auto populated amount be over-ridden?*	Yes			
2.7.4	Can court fines and costs be date specific so that when they change they do not change throughout the system? *For instance, can the court establish date-range specifics for all costs and fines so that if a ticket is entered on 7/1/13 for a charge that occurred on 6/1/13, the fines that automatically populate will be those that were in effect on 6/1/13 instead of those in effect on 7/1/13?*	Yes			
2.7.5	Can some costs be attached only to the case while others are attached to the charge? *For instance, fines are charge specific while some costs are case specific.*	Yes			
2.7.6	State court costs are only assessed to one charge per case. Does the CMS allow for an easy process for only putting state costs on one charge per case, and allow the court to transfer these costs to another charge if the initial charge on which the costs were placed is dismissed?	Yes			
2.8	***Warrants and Bonds***				

2.8.1	Does the CMS allow the warrant clerk to issue, track, recall, and edit warrants?	Yes			
2.8.2	Does the CMS allow bonding companies to be tracked (I.e. active/inactive/revoked, amount of money bonded, names of defendants bonded, bond due dates, bonds forfeited, etc.)?	Yes			
2.8.3	Does the CMS allow court users to track bonds (I.e. post/paid, used, forfeited, refunded, released, etc.)?	Yes			
2.8.4	Does the CMS allow court users to track cash bonds separately so that the Finance Department can reconcile the cash bond fund?	Yes			
2.8.5	Does the CMS have the ability for the court user to change a cash bond amount if different than what was set out on the warrant form? (*For instance, sometimes the officer takes less cash than is set. This could be due to the defendant not having enough cash and/or the officer not being able to transport the defendant to jail.*)	Yes			
2.9	*Case Notes*				
2.9.1	Does the CMS allow court users to enter unlimited free text, case notes and/or comments regarding a case/person?	Yes			
2.9.1a	Can these be locked fields so that once entered cannot be modified? Only new notes made to correct mistakes?	Yes			
2.9.2	Does the CMS allow court users to mark specified case notes/comments as "open" or "closed" so that only the "open" records will be part of the court file that is open to the public and that will be printed on a case history report?	Yes			
2.9.3	Does the CMS allow a user to make case notes/comments available only to specified users (I.e. prosecutor, judge, administrator, etc.) for viewing? *For example, is it possible for the prosecutors to add case notes/comments regarding plea offers and only allow other prosecutors to see them?*	Yes			
2.10	*CMS Miscellaneous*				
2.10.1	Does the CMS allow the court to provide a reason for why a case was closed (warrant purged, death of defendant, appeal to district court, etc.)?	Yes			
2.10.2	Does the CMS allow the court user to reopen previously closed cases and retain all notes and actions associated with the case/person?	Yes			

2.10.3	Does the CMS allow the court to easily track probation, diversion, and/or other sentencing arrangements?	Yes			
2.10.4	Does the CMS allow for attachments to viewed (I.e. e-tickets, mug shots, insurance cards, PDF documents, Word documents, etc.) directly from the person/case?	Yes			
2.10.5	Does the CMS allow cases to be expunged and/or sealed?	Yes			
2.10.6	Does the CMS allow court users to create mailing lists based on specified criteria? *For instance, does the CMS have a report – or export – to create a mailing list with name, address, city, state, zip, for all defendants with an outstanding warrant in order to create a mail merge for special projects such as amnesty day notifications?*	Yes			
2.10.7	Does the CMS have an indicator that notifies the court clerk that the defendant has used a "bad check" in the past?	Yes			
2.11	***Please provide a brief explanation of how your CMS will help the city achieve its goals to become more efficient, to comply with state-mandated reporting requirements, to become paperless, and to provide outstanding customer service.***				

Incode complies with all State reporting and conviction reports. This includes electronic reporting of convictions or non-compliance. Incode prides itself on customer service when it comes to training and support. So much so, we provide a complete user reference list of all clients.

Incode's paperless court solution improves efficiency by automating formerly manual processes, eliminating data duplication and reducing human error. Implementing Incode's batching capabilities for warrants alone could save hundreds of hours of manpower each week. By electronically posting warrants, letters and defendant communication directly to the electronic file rather than printing and filing, you'll save hundreds of thousands of pieces of paper a year – their associated costs - as well as countless hours, freeing your staff to handle more important tasks. The Incode Court Case Management system, currently deployed in more than 800 municipal courts nationwide, is intuitive, cost effective and includes the features you need to make the paperless court a reality.

The goal of the Tyler Support department is to provide expeditious technical assistance to Incode users in overcoming software issues, understanding certain functionality, and recommending approaches to various scenarios. Tyler offers multiple ways to contact your support personnel, as well as thousands of users across the county who have the experience.

3.	FORMS, IMAGING AND RECORDS MANAGEMENT

The new CMS must have the ability to generate many documents automatically (using forms) and a fully integrated imaging component with the ability to provide more efficient records management. Currently, the court uses many forms which are MS Word templates with merge fields. The forms are customizable and can be changed to reflect current law, fees, etc. In most cases after a court document has been created, users are able to open and edit (correct mistakes or add information to documents) and then save them again without creating a duplicate. Additionally, users and defendants are able to sign most documents electronically using signature pads (for defendants) or pre-loaded e-signature images (court staff). Many of the documents are imaged directly to the case while others are manually scanned into a third-party imaging system. This has created an environment where case files are not accessible within one system. This can cause problems with document management, retention, and it creates an extra manual step in the court process. After answering the following questions, please provide a detailed response to how the proposed CMS will help the court achieve its goals to become more efficient and to become paperless.

Sec.	CMS Requirement		Modifications		
	Questions to be answered	Current CMS [Yes] [No]	Vendor to modify [Yes] [No]	Fixed cost to modify [Yes] [No]	Maint. cost to modify? [Yes] [No]
3.1	*Forms*				
3.1.1	Does the CMS use Microsoft Word for templates with merge fields to auto-populate specified information?	No, internal document creator requiring no 3rd party integration. Any document can be exported to Word, if needed			
3.1.2	Does the CMS allow court staff to make changes to these templates as needed, or add new forms as court processes change?	Yes			
3.1.3	Does the CMS allow court users to add free text to the form as it is being generated prior to completing the process?	Yes			
3.1.4	Does the CMS allow court staff to make changes to documents once they have been generated? (*For instance, if a mistake was made on a continuance form, would the clerk be able to pull up the document, make the correction, and send it back to the defendant without creating a duplicate continuance notice?*)	Yes			
3.1.5	Can documents be edited and "saved as" a new version so that changes can be tracked?	Yes			

3.1.6	Some of our documents automatically print. Does the CMS give the court the option to print all documents (or not print them)?	Yes			
3.1.7	Does the CMS allow for a quick search of documents attached?	Yes			
3.1.8	Does the CMS allow the court to scan documents directly to the case file?	Yes			
3.2	*Removed*				
3.3	*Records Management*				
3.3.1	Does the CMS allow forms to be marked as "open" or "closed" and reference the state statute section for closed records?	Yes			
3.3.2	Does the CMS allow forms to be marked with retention requirements (5 years vs. 50 years)?	Yes			
3.3.3	Does the CMS have the ability to prompt court users when documents are eligible for destruction based upon a user-defined retention schedule?	Yes, also can be put on scheduler			
3.3.4	Does the CMS allow the court user to generate an "internal case history report" and an "external case history report" that shows information that is open to the public to satisfy the Kansas Open Records Act requirements on the "external" version, but shows all information on the "internal" version?	Yes			
3.6.5	Does the CMS allow court users to redact certain information on forms that may not be open to the public (I.e. Social Security Numbers)?	Yes			
3.3.6	Does the CMS allow for OCR redaction on standard-formatted forms (so that we don't have to manually redact standard forms)?	Yes, with Advance Redaction Features			
3.3.7	Does the CMS save an "internal" and "external" copy of specified documents so that information can be redacted on the "external" copy, but remain a true copy for "internal" purposes?	Yes			
3.3.8	Does the CMS have any connectivity to bar code scanners that can read bar codes on forms, files, folders?	Yes, batch scanning and bar code content capture			
3.3.9	If yes to 3.3.7, please explain.	Ability to print or export with/ without redactions, notes, stamps.. overlaid and if user has correct permissions to see information.			
3.4	*Please provide a detailed response to how the proposed CMS will help the court achieve its goals to become more efficient and to become paperless.*				

From the first incident that triggers a case – a ticket, notice or fine – dozens or even hundreds of pieces of paper can be generated. Multiply the number of documents and notices by the number of cases a court handles a year and the amount of paper can be staggering. Depending on the size of the court, it can over time literally fill complete rooms and cover the length of football fields. Considering the sheer volume, converting to a paperless system can be overwhelming to the beleaguered courts already burdened with reduced budgets and smaller staff. While technology is the obvious solution, the instinct is to believe it might be too expensive, complicated or impractical. Incode's paperless court solution improves efficiency to automating formerly manual processes; eliminate data duplication and reducing human error. In a high-volume court, or a small court or anything in between, implementing Incode's batching capabilities for warrants alone could save hundreds of hours of manpower each week. By electronically posting warrants letters and defendant communication directly to the electronic file rather than printing and filing, you'll save hundreds of thousands of pieces of paper a year – and their association costs – as well as countless hours, freeing your staff to handle more important tasks.

The Incode Court Case Management system, currently deployed in more than 800 municipal courts nationwide, is intuitive, cost effective and includes the features you need to make the paperless court a reality.

4.	ELECTRONIC FILING REQUIREMENTS FOR THE STATE OF KANSAS					

The state of Kansas requires electronic submission of certain data by the court. Currently, the court is not able to submit this data electronically and has to fax or mail hard copies of documents to the state. The new CMS must be able to communicate and send the necessary data regarding abstracts, driver's license suspensions, and driver's license reinstatements to the state of Kansas as required by law (More detailed information is included in the Attachments section). After answering the following questions, please provide a detailed response to how the proposed CMS will help the court achieve its goal to comply with state-mandated reporting requirements.

Sec.	CMS Requirement		Modifications			
	Questions to be answered	Current CMS [Yes] [No]	Vendor to modify [Yes] [No]	Fixed cost to modify [Yes] [No]	Maint. cost to modify? [Yes] [No]	
4.1	*Electronic Filing*					
4.1.1	Does the CMS allow for electronic filing of all convictions, abstracts, Driver's License suspensions, and Driver's License reinstatements to the Kansas Department Revenue - Motor Vehicle Division?	Yes	**Mandatory**			
4.1.2	Does the CMS allow the court to maintain an electronic copy of the convictions, abstracts, Driver's License suspensions, and Driver's License reinstatements after the data is sent ~~state~~?	Yes				
4.1.3	Does the CMS provide an indicator showing when/what data was transmitted to the state and the date it was processed?	Yes				
4.1.4	Does the CMS allow the court to correct errors on the abstracts, Driver's License suspensions, and Driver's License reinstatements and re-send to the state?	Yes				
4.2	*Please provide a detailed response to how the proposed CMS will help the court achieve its goal to comply with state-mandated reporting requirements.*					

Incode complies with all State reporting and conviction reports. This includes electronic reporting of convictions or non-compliance. Incode prides itself on customer service when it comes to training and support. So much so, we provide a complete user reference list of all clients.

We feel that when you purchase software, it should be a long-term item, not one that you will be purchasing every few years. Tyler provides on-going development to continually provide enhancements to keep the software on the cutting edge, while continuing to meet all State requirements.

5.	**REPORTS**				

Reporting is a critical feature of any CMS. In order to make data-driven decisions, the necessary data must be accurately available. The court must also be able to easily and quickly generate custom reports. Although the list of reports below seems exhaustive, it is not. The court relies on accurate reports for daily balancing and depositing of money collected; tracking activity for monthly and annual reports; tracking performance through productivity reports; preparing dockets each day; reporting mandatory information to the state, and researching data for other departments and entities. After answering the following questions, please provide a detailed response to how the proposed CMS will help the court achieve its goals to become more efficient, to comply with state-mandated reporting requirements, to become paperless, and to provide outstanding customer services. Please also provide more details on the reporting capabilities offered by the proposed CMS.

Sec.	CMS Requirement		Modifications		
	Questions to be answered	Current CMS [Yes] [No]	Vendor to modify [Yes] [No]	Fixed cost to modify [Yes] [No]	Maint. cost to modify? [Yes] [No]
5.1	*Financial Reports*: **Can the CMS generate reports with the following data?**				
5.1.1	Court Balancing Daily Report	Yes			
5.1.2	Daily receipts	Yes			
5.1.3	Daily payment disbursements	Yes			
5.1.4	Outstanding balances by fine/fee type	Yes			
5.1.5	Outstanding cash bonds	Yes			
5.1.6	Total amount in collections/Debt-set off	Yes			
5.1.7	Total amount received from collections/Debt-set off	Yes			
5.1.8	Amounts submitted to collections/Debt-set off vs. actually collected (show % collected of that amount submitted for specified date range with case/ticket number, defendant name, amount due, date sent to collections, amount collected, balance due	Yes			
5.1.9	Total amount collected by cost code	Yes			
5.1.10	Total amount of restitution collected vs. ordered (to include case/ticket number, defendant name, amount ordered, date ordered, amount collected, balance due, and next court date)	Yes			
5.2	*Activity Reports*: **Can the CMS generate reports with the following data by date or other criteria?**				
5.2.1	# of cases filed by type (traffic, criminal, ordinance, commercial vehicle)	Yes			
5.2.2	# of charges by type	Yes			
5.2.3	Average # of charges per ticket/case	Yes, standard report provided # of Citations and # of Charges			
5.3.4	# of cases set for arraignment	Yes			
5.2.5	# of citations issued by officer	Yes			
5.2.6	# of cases set for trial	Yes			
5.2.7	# of guilty/no contest/not guilty pleas entered by defendant	Yes			

5.2.8	# of guilty/no contest/not guilty dispositions	Yes			
5.2.9	# of cases dismissed by the judge/prosecutor	Yes			
5.2.10	# of diversions granted	Yes			
5.2.11	# of probation granted	Yes			
5.2.12	# of cases on diversion, include diversion end-date	Yes			
5.2.13	# of cases on probation, include probation end date	Yes			
5.2.14	# of cases by case status and/or sub-status	Yes			
5.2.15	# of warrants issued/outstanding/ recalled/set-aside/served	Yes			
5.2.16	# of hours of community service	Yes			
5.2.17	# cases in collections with amounts (collected and outstanding)	Yes			
5.2.18	# of appeals filed in district court	Yes			
5.2.19	# of cases expunged	Yes, with security rights			
5.2.20	# of cases assigned to a public defender	Yes			
5.2.21	# of cases on a payment plan	Yes			
5.2.22	Amount of restitution collected	Yes			
5.2.23	# of payments made online	Yes			
5.2.24	Dispositions by offense type by date range	Yes			
5.3	***Removed***				
5.4	***Dockets: Can the CMS generate reports with the following data?***				
5.4.1	Docket reports for various dockets to include a preliminary, final and courtroom versions for each	Yes			
5.4.2	Ability to customize the information that displays on the docket reports (PROVIDE SAMPLE)	Yes			
5.5	***State Reports: Can the CMS generate reports with the following data?***				
5.5.1	State Fee Assessment Monthly Report (attached)	Yes		**Mandatory**	
5.5.2	State Caseload Summary Annual Report (attached)	Yes			
5.6	***Miscellaneous and Custom Reports: Can the CMS generate reports with the following data?***				
5.6.1	Court Monthly Report (attached)	Yes			
5.6.2	Court Annual Report (attached)	Yes			
5.6.3	Audit report by case/ticket number showing case/ticket number, defendant name, DL# and state, charge(s), violation date, case status, fees, fines, payments made with receipt number, balance due, and next court date (if applicable)	Yes			
5.6.4	Does the CMS allow the court to generate custom reports easily and quickly?	Yes			
5.6.4.a	If yes to 5.6.4, what format does the CMS utilize to create reports (crystal reports, etc.)?	Stimulsoft			
5.6.5	Can the data on all reports be exported to multiple applications (I.e. MS Word, Adobe Acrobat, Excel, etc.)?	Yes			

5.7	*Please provide a detailed response to how the proposed CMS will help the court achieve its goals to become more efficient, to comply with state-mandated reporting requirements, to become paperless, and to provide outstanding customer services. Please also provide more details on the reporting capabilities offered by the proposed CMS.*

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The Incode Court Case Management system, currently deployed in more than 780 municipal courts nationwide, is intuitive, cost effective and includes the features you need to make the paperless court a reality.

The goal of the Tyler Support department is to provide expeditious technical assistance to Incode users in overcoming software issues, understanding certain functionality and recommending approaches to various scenarios. Tyler offers multiple ways to contact your support personnel as well as thousands of users across the country who have the experience.

In addition to Tyler meeting all State required reporting, we also offer more than 80 standard reports ranging from warrant reports to officer activity to statistical reports. These reports provide a variety of criteria, providing the user with the ability to get a wealth of information from the court data. Additionally, Tyler's report wizard allows you to create customized reports that can be used once, or saved as a template for continued use. All reports can be exported into several different formats, attached to an email, or archived directly from the software. For a complete list of our standard reports or a demonstration of the reporting wizard, please contact your Account Executive.

6. INFORMATION TECHNOLOGY

The current information technology environment at Roeland Park Municipal Court consists of the following:

Internet

- *Internet (ISP) speed: gigabit fiber*
- *Firewall Policies in effect*

Workstations

- *Windows 7 Professional and Windows 10 Professional*
- *Network Protocol: TCP/IP*
- *Network Connection Speeds: 100/1000MB*

Will your Software work with these specifications? Yes

MAINTENANCE AND SUPPORT

Please provide information about maintenance and support offerings.

a) How would you propose to support court staff and Information Technology staff in terms of maintenance and support of the CMS?

The goal of the Tyler Support department is to provide expeditious technical assistance to Tyler users in overcoming software issues, understanding certain functionality, and recommending approaches to various scenarios. A retention rate of more than 97% suggests we do that very well and, is evidence of our commitment to customer satisfaction.

SUPPORT CHANNELS

Tyler offers **Live telephone support** on our toll-free support hotline (8am – 5pm across four US time zones). For urgent or complex questions, users receive, unlimited telephone software support.

On-line submission (portal) for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.

Our E-mail support allows our clients to ask unlimited detailed questions, attach documents and screenshots, and explain the issues so that our staff can create a resolution efficiently.

Tyler Community – your direct link to thousands of Tyler software users across the country, as well as Tyler personnel in support, implementation, sales, etc.

SUPPORT RESOURCES

A number of additional resources are available to provide a comprehensive and complete support experience:

- Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information, FAQ, blog posts, maintenance procedures, and much more.

- Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources, as well as stay up-to-date on product versions and functionality suggestions.

- Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.

b) Please describe your problem escalation process, including:

• Initial problem identification:

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

• Triage for priority and severity of problem:

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. The goal of this structure is to help the client clearly understand and communicate the importance of the issue and to describe expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 CRITICAL	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
2 HIGH	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of Data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted Data is limited to assisting the client in restoring its last available database.
3 MEDIUM	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
4 NON-CRITICAL	Support incident that causes failure of non-essential functionality or a	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable

cosmetic or other issue that does not qualify as any other Priority Level.

efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

- **Steps for resolving problem escalation when a solution is not forthcoming or an implemented solution is unsatisfactory:**

The goal of the Tyler Support department is to provide technical assistance to Tyler Product users in overcoming issues, understanding certain functionality, and recommending approaches to various situations.

An incident is originated when a customer contacts Tyler's support staff. Support can be contacted via the toll free support line, e-mail, or the support website. The incident can be received in several different ways via our flexible support systems.

If the support incident is received via the toll-free support line, a support representative will create and log the support issue into our help desk system. The support representative will take ownership of the incident and see it to resolution. The support representative will use many different resources to resolve the issue including on-line help, Knowledge Base, advisors, team leaders, managers, and software developers.

If the support incident is received via e-mail or online support portal, an incident is created and a support representative will contact the customer based on a combination of the priority of the issue and the order that the issue was received. The support representative will take ownership of the incident and see it to resolution. The support representative will use many different resources to resolve the issue including on-line help, Knowledge Base, advisors, team leaders, managers, and software developers.

The Team Leaders and Manager of Support Services monitor the status of all support incidents received during the day. In situations where the Team Leaders or Manager identify an incident that needs escalation, the Team Leader or Manager may manually escalate the incident or assign it to a specific support representative. If the software support representative cannot resolve the incident, they have several different levels of help in order to resolve the incident in a timely manner. The levels are as follows: Support Specialist > Advisor > Team Leader > Manager of Support Services > Director of Client Services.

- **Final authority regarding conflicts:**

Tyler and the County will communicate to resolve any outstanding conflicts. If a resolution cannot be made, a Tyler manager will attempt a final resolution.

c)   Do you have the ability to use a VPN to access a court computer to troubleshoot issues?

Yes.

d)   Please describe the change request processing procedures and policies that you currently use.

When a change is needed, the County Project Manager will submit a change request to the Tyler Project Manager. They Tyler team will assess the change and determine both the size as well as the

effect on the schedule. This document is submitted to the client steering committee for their review/approval.

e)   Do the annual maintenance fees entitle the city to upgrades and enhancements with no added costs and/or fees?

Yes. There is no additional cost to upgrade/update if the County is current on annual maintenance fees.

f)   Describe how the City will be notified of updates and modifications.

Tyler has proven history of providing upgrades and enhancement releases on a continual basis, which are available to all clients. Our Evergreen Philosophy ensures that those upgrades and enhancements are provided at no cost to those current with their annual software maintenance contract.

Enhancement releases take place every year and are scheduled with the client to provide the best possible timeframe for both the client and Tyler. Upgrades, however, occur periodically and are initiated by the client at any time via the Internet through a process called Live Update, making the process as convenient as possible for our clients. Patches and fixes are provided to the client through Live Update as well.

With over 800 professionals working with Tyler's software and almost half of those in Development and Implementation, we have successfully migrated many of our customers through three generations of software. Tyler views this software development and migration as a stewardship of your annual maintenance dollars. Those dollars are invested on behalf of our customers into new products and features, continually taking advantage of current technology.

Our evergreen development philosophy has been a strong differentiator that separates us from our competitors and provides a significant cost savings to our family of clients. Through evergreen, our clients receive the latest technology developments, releases and updates without paying additional license fees – for the life of their Tyler product. While this has provided our clients with a return on investment that is unrivaled in our industry, the frequency and complexity of software releases can sometimes create a "consumption gap" for our clients.

The gap exists when new features are released and, over time, users don't learn and apply these features to their work environments. In these instances, this consumption gap increases, causing the user to fall further and further behind on optimally using the product. Clients facing this situation are no longer benefiting from the full functionality of the product, or from the latest technology enhancements.

EverGuide™ is a Tyler-wide continuous improvement initiative to address these issues. EverGuide is an extension of our evergreen philosophy, and will offer services and consulting to help clients maximize, protect and get the most from their software investment.

- Through our EverGuide initiative, we will:

- Help clients better leverage product enhancements

- Provide a workflow "maturity model" for clients to follow

- Offer strategic planning services and training resources

- Offer a client executive program to help clients build and implement a continuous

- improvement plan

- Provide domain expertise, with defined integration points and common support methodology

As every Tyler product is different, EverGuide will be customized by product group and client type to ensure we are delivering the right level of services and support to meet the unique needs of our clients.

With EverGuide, our goal is to help our clients continue to grow and evolve their use of the functionality and enhancements of their Tyler product over a long period of time. It's also our hope that this initiative is a catalyst for our clients' organizations to embrace change, commit to training and developing their staff, and fully use the wide ranges of Tyler's service and support offerings available to them.

INTERFACE WITH OTHER APPLICATIONS

Please review and provide information relative to the ability of the CMS to interface with existing programs and databases maintained by the City and those maintained by a third party:

Email integration (City currently uses Outlook 365

Tyler integrates with all Microsoft Office suites.

Online payments (City currently contracts with Forte Payments to provide this service.)

Tyler's Court Case Management solution utilizes InSite for online payments. This is an integrated Tyler product. See Key Issues & Considerations for complete details on InSite. Tyler is also willing to discuss the current process in detail.

Collections (City currently contracts with the CBK, a private collection agency, and may begin using the State of Kansas' Debt Set-Off Program, which is used to collect outstanding debts through the sequestration of state income taxes.)

Tyler integrates with collections agencies.

Thermal Receipt Printers (City currently uses thermal receipt printers in the clerks area for receipts, continuances, and payment plans. The printer is an Epson Model M63UA.)

Tyler integrates with thermal receipt printers

Financial System – City intends to use Citizen serve to manage financials and would like the option to integrate with the CMS or create a patch

Payments are processed in Tyler Incode Cashiering and the system will produce a file drop sent to the third party financial system that will update the general ledger.

IMPLEMENTATION

Tyler's implementation process demonstrates our long-term commitment to our public sector clients. Our implementation process is a project roadmap that takes you from software installation up to the daily, normal use of the new software system. Tyler's goal is to provide the best software, services and support to you, our clients. Your organization benefits from the fact that we perform our own implementations and know our software better than anyone. As a Tyler client, you receive guidance throughout implementation from experienced Tyler professionals who have implemented Tyler products in more than 8,000 public sector implementation projects.

PROVEN APPROACH

Tyler utilizes a proven stage-driven implementation approach. An approach of this nature is preferable because it allows for ongoing validation of system decisions throughout the project as improved knowledge is learned and shared during each stage. The stages build on one another, allowing the project to progress with the goal of delivering a refined and mature solution which meets your policies and procedures, while taking into account best practices recognized in the industry. Moreover, this approach ensures that process-specific details are mastered prior to moving to each subsequent stage. A formalized sign off process, defined by major objectives, deliverables and outcomes, is the key to a successful implementation.

METHODOLOGY

Tyler's methodology is straightforward and based on three vital foundations: industry experience, expert resources, and a globally-recognized project management approach. We combine our in-house expertise in successful implementations and integrate it with the principles of the Project Management Institute® (PMI), a globally recognized organization dedicated to the project management profession.

Utilizing the five process groups outlined in the PMI's *PMBOK® (Project Management Body of Knowledge) Guide* — Initiating, Planning, Executing, Monitoring and Controlling, and Closing — we deliver a tested and proven approach to every project. We have integrated industry tools and technologies from PMI with Tyler's implementation experience, to yield a proven approach that is tailored specifically to the public sector. Our project managers are trained to maintain the professional standards of PMI.

Tyler's trained personnel perform and guide all aspects of an implementation. Our staff consists of seasoned professionals with years of experience, and unique and proprietary skills, specialized in managing and delivering projects focusing on your business processes.

Our implementation process also emphasizes the importance of cultural change management. This is how we guide you through the changes that accompany implementation of a new software system

and help to ensure a smooth transition. Our implementation staff is experienced in analyzing policies, procedures, and organizational needs. The proof of our approach is in the outcome — a successful implementation.

Throughout a project, we establish control points (critical review points) to ensure your organization fully understands and accepts the project progress. It is at these check points that your stakeholders monitoring the overall project must formally accept the project to date. Once there is formal acceptance, the project will proceed to the next stage.

Tyler takes pride in our implementation process and deliverables. We focus on you and setting you up for success. Our product experts strive to gain understanding of your needs and current business practices, while recommending best practices to best leverage your new technology. Our implementation process positions you to successfully utilize Tyler products at go-live and to consume the new technology developments delivered through our software releases and upgrades.

Installation Plan

The Tyler approach, built upon PMI process groups and our industry expertise, is depicted on the following high-level illustration.

STAGE 1: INITIATE & PLAN

This stage of the implementation process commences once a contract has been signed. The project starts with the implementation team comprised of your executive sponsor, project leader and the Tyler project manager, who work together to define project expectations and establish a baseline project plan and schedule. During the Initiation stage, the Tyler team leads discussions with you to begin system infrastructure planning, outline goals and timelines, and finalize processes for the implementation of all products in the scope of the project.

As part of the Planning step of this stage, project stakeholders within your organization are identified. These stakeholders monitor the overall project and are essential to a successful implementation.

They ensure that the project is aligned with your larger goals. This group, in conjunction with Tyler's project manager, is responsible for monitoring the project and providing formal acceptance of each stage. Once stakeholders are determined, functional leaders are chosen for the project to provide expertise on your business processes. Implementation Management Plans are provided to all, which outline the management of scope, schedule, quality/testing, resources, communication, upgrades and risk. These plans may be updated in cooperation with the project team.

The Planning and Initiation stage concludes with a high-level project schedule Stakeholder Presentation to all of your key project stakeholders.

STAGE 2: ASSESS & DEFINE

The Assess and Define stage starts with a fundamental review to provide your project team with a preliminary knowledge transfer of how the system functions. The goal of this stage is to examine and analyze your unique business needs and to translate the findings into a system design plan as an output. Tyler's consultants and your subject matter experts perform a Current/Future State Analysis of your current and required future business processes. The system design plan addresses key business drivers, which ensures that all requirements for a successful implementation are presented and accepted. Additional outputs of this stage consist of a plan addressing and identifying data conversions, standard data exchanges to third party systems, and forms and reports.

The Assess and Define stage concludes with a formal acceptance of the defined deliverables and project outcomes.

STAGE 3: BUILD & VALIDATE

After the system is built, your internal team will work with the Tyler team to establish and validate the system configuration and complete due diligence for systems readiness during the Build & Validate stage. Your project staff validate the system design, converted data, standard third party data exchanges, forms and reports. A strategic component of this stage ensures the key individuals are trained and enabled for self-sufficient system operations.

Once trained, validation and testing procedures commence in an iterative fashion for data conversions, third party data exchanges, employee and citizen-facing forms, and key stakeholder reports.

This stage is considered completed when the primary/key users have reviewed the system configuration to ensure that they are in alignment with the business processes, goals and objectives of the project.

STAGE 4: FINAL TESTING & TRAINING

The Final Testing & Training stage is designed to facilitate maximum knowledge transfer. Together with the Tyler project manager and implementation consultants, we will develop a cutover plan which will detail the critical items that need to be completed in order to go live, such as: final

trainings, interface testing and validation, conversion cutover schedule and timing, User Acceptance Testing (UAT) and the training schedule to roll-out the system

Prior to end-user training, your users will follow detailed test scripts through a UAT process to ensure proper validation of the system is performed. UAT ensures that all data and configuration needs have been met and that the software is ready for day-to-day business processing.

This stage concludes with final training for your end users and formal approval of the system's readiness to support your business processes prior to moving forward to go-live.

STAGE 5: PRODUCTION CUTOVER

The vital stage of Production Cutover is comprised of production and post production support. Final data conversion is completed as necessary. All the prior training and planning now culminates as your organization is self-sufficient within the new Tyler environment. Now you are operating in the production environment with the support of the Tyler project team. If required or planned upon during the initial stages, post-live education and training is implemented.

The phase closes with a transition to the product support team.

STAGE 6: PHASE/PROJECT CLOSURE

The final stage of implementation, Phase/Project Closure, is to bring a formal closure to the project phases, or to the whole Tyler implementation if no additional phases are required. Through a formal project close-out meeting and acceptance from stakeholders, both teams formalize the completion of a successful Tyler implementation. The deliverables completed through the project close-out meeting may include such topics as lessons learned, a review of accomplishments and final acceptance of the project work completed.

Testing Plan

A Quality Management / Testing Plan establishes processes and activities to ensure that project objectives outlined within the Implementation Management Plan are successfully implemented. The Quality Management / Testing Plan addresses both the project and the product, meaning that tests are conducted at appropriate times throughout the project and that they test different facets of the product as the future-state system evolves. The tests examine all of the implemented functions and processes to ensure that the goals and requirements for the project are fully satisfied.

PURPOSE

The Quality Management / Testing Plan defines and monitors critical milestones. Failure to meet critical milestones may negatively impact project timing, which could affect go-live.

It also provides a controlled environment for high-level product testing, taking into account full module integration, import and export interface integrity, functional flow and reliability.

METHODOLOGY

Although potential problems can be exposed using standard quality assurance testing methods, the project teams also conduct testing throughout the life of the project to expose issues that would normally only be revealed in a production environment. A comprehensive testing plan is set in place and may include the following: system infrastructure audit, conversions, third-party data exchange, customization, form/reporting, configuration validation testing, and user acceptance testing. The Quality Management / Testing Plan will be mutually agreed upon prior to executing any of the tests.

OVERVIEW

SYSTEM INFRASTRUCTURE AUDIT

The foundation of the system is fully vetted to ensure that the system hardware meets specifications and vital system infrastructure information is available.

CONVERSION VALIDATION AND TESTING

Conversion proofing is performed after each pass of converted data is loaded. Control reports, filtering techniques, comparison reports and visual inspection are all part of this process. The purpose is to identify all issues with data, whether due to mapping inconsistencies, source data issues, data submission content or conversion programming errors. The goal is to have acceptance of conversion programming completed prior to the pre-live period so that final conversions have little or no risk of data or conversion programming issues. Final acceptance is necessary prior to live processing as the last step before data is loaded in the live database for live processing to begin.

DATA EXCHANGE TESTING

Exchange testing involves the observation of inter-module and third-party data flow and effect. Throughout the implementation, special attention is paid to the exchange integrity of the system which is validated via standard training, parallel testing and customization testing. Whether between Tyler applications or third-party exchanges, all aspects of functional integrity are tested thoroughly. Customization testing is performed to verify that contracted custom modifications delivered from Tyler work as specified in the approved product specifications.

SYSTEM DESIGN VALIDATION

Testing ensures that the system has been built to conform to the design determined during the Assess and Design stage, and that it complies with the business process decisions you have made. The purpose of the test is to provide an opportunity for validation of business process decisions in the actual application. A key part of the test is to conduct a transaction test, during which typical business transactions, specific to a given area of configuration, are duplicated and validated.

FORMS AND REPORT TESTING

Testing of your constituent-facing output — checks, invoices, bills, permits, report cards, etc. — is an essential component of the testing plan. Each constituent-facing form and report is validated using the data output created during the system design validation. This continues as a repeated and iterative process whereby testing occurs as your users validate processes, print these outputs as part of training sessions and perform User Acceptance Testing (UAT).

USER ACCEPTANCE TESTING (UAT)

The objective of UAT is to confirm that the system is ready for daily deployment and operational use. During UAT, your functional leads and power users are required to participate by testing the system's functionality, features and performance. Tyler guides you through this process by assisting in the establishment of a test plan and implementing routine communication protocols to ensure reported issues are prioritized and addressed based on established standards. Thorough end-to-end testing completed by your functional leads and power users sets the tone for the success of the production cutover process, both in system readiness for live transactions and in user proficiency in the software tools prior to go-live.

THE BENEFITS OF TESTING

Through this process, end-users gain extensive product experience, develop a high level of confidence in Tyler's products and understand their specific functions within the system. Expected benefits from the completion of these tests also include:

- The infrastructure of hardware and network design is thoroughly tested
- Customizations and exchanges are fully integrated into the product
- A managed issues list is fully quantified

SOFTWARE ENVIRONMENTS

Customizations, exchanges, conversions and other data and programmatic elements are tested in a non-production environment. This environment also serves as the UAT environment.

This environment provides the structure and supporting programs for user testing performed throughout the duration of the project. The desired result of the user testing process is functional goal acceptance achieved through managed issue identification, resolution and testing.

MEASUREMENT AND TRACKING

Once corrections have been delivered, your Project Manager and the Tyler Project Managers determine if repeat testing can continue from a stopped point or if it must be restarted.

Tyler requires a final sign-off prior to going live on any module. This sign-off document will outline the status of any remaining open issues related to the module, confirming the issue status and the associated priority code. Your project team and the Tyler project team will review all items and make a decision as to the ability to begin live processing. The sign-off will signify the end of the system test stage for the module.
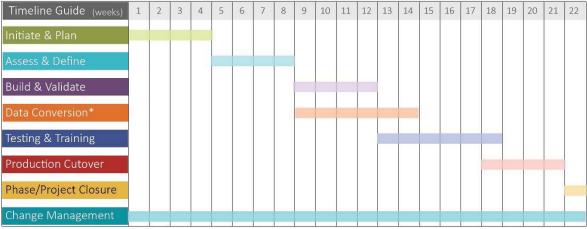
TESTING CONCLUSION

Clear communication, recordkeeping and analysis by your project team, Tyler Project Manager(s) and Tyler implementation teams are critical in order to move through the testing phase both successfully and in a timely manner. A member of these teams will need to identify the issues and then determine what type of issue resolution is necessary. Most issues can be categorized as they relate to the following:

- Module design or setup

- Best practice re-engineering

- Change in scope

- Software modification requests

Issue tracking, resolution accountability, timely testing and completed issue resolution are absolutely necessary in a successfully completed project. The testing phase is a shared responsibility and must be recognized as such.

Project Plan and Schedule

The Implementation Sample Gantt chart is included here as a reference tool to see the most ideal scenario for your software implementation. This is merely a suggested timeline, and is in no way a commitment from Tyler.

*If included in scope of project. Review scope or cost summary for details

EDUCATION AND TRAINING

Please provide a detailed narrative of the proposed educational and training plan.

A key part of any implementation is training users at all levels. Fully trained users understand how to use your new software system to record and report information that helps them to do their jobs better. This is critical to user acceptance of the system and crucial to a successful implementation.

Tyler offers several training formats to accommodate our diverse clients' needs. On-site training by Tyler staff provides hands-on learning in your own labs. Tyler also provides flexible alternatives including remote collaborative training technology, and may offer video and software tutorial media. Regardless of the scope or logistics, your resources receive consultative knowledge transfer sessions that are a combination of lecture and hands-on education, using your data. Tyler requests that managers attend training with their employees. This ensures that the managers can confirm the proper transfer of knowledge has occurred. This also allows employees to ask the manager policy-related questions about how the system will work within their department.

Tyler has developed a dynamic set of training and education resources and services that are tailored to your needs, the Tyler products you are implementing and the scope of your project budget.

TRAINING METHODOLOGY

A mutually developed education plan lays out the process of transferring knowledge between you and Tyler. We refer to our plan as an "education plan" as opposed to a "training plan" for several reasons. First, the process of transferring knowledge is vital to the analysis phase of our project. During analysis, we review the current environment, provide Tyler demonstrations, review questionnaires and flow charts, and ultimately arrive at a future state model. The future state model becomes the foundation for user training. Second, training denotes a classroom setting with teacher and pupil. While training will occur, it is only a piece of the overall education needed to be a proficient Tyler user.

PURPOSE

The purpose of the education plan is to:

- Communicate the process to stakeholders and functional leaders
- Answer specific questions (where will classrooms be established, what database environment will be utilized, etc.)
- Establish action items and link project personnel as owners
- Define measurement criteria to ensure the plan has been successfully followed

FUNDAMENTALS REVIEW

In this step, your functional leads and power users become familiar with the new Tyler system and its capabilities, language and processes before the start of the current/future state analysis. This allows users on your team to better engage with the Tyler implementation consultants during regular training hours, empowers your staff with experience and a more complete understanding of the system, and provides a strong foundation for ongoing conversations regarding the future state processing. Fundamentals review eases the transition into implementation and training, garnering better results and a greater understanding of new processes.

GOALS

- Learn general Tyler Technologies terminology
- Experience the basic functionality of your new software solution
- Explore the configuration options including data flow, connectivity, etc.
- Encourage discussions within your organization of desired configuration for design and future processing
- Discover some of the software capabilities available for consideration
- Improve communication between you and Tyler through software knowledge

CONFIGURATION AND POWER USER TRAINING

This stage enables your power users to validate the new software based upon the output from the future state analysis. A high-level exploration of the system results in greater comprehension and retention of system features and functionality. Configuration training may include data conversions validation, configuration validation testing, third-party data exchange validation, forms/reports validation and customization validation.

TRAIN THE TRAINER

Tyler provides training to functional leads and power users throughout the implementation, as the set-up knowledge is key to a self-sufficient user. Tyler provides training to your internal trainers, who in turn train the end user community. End user training is scheduled during the project and is usually done just prior to, or just after, going live. Training materials will be provided and may be customized prior to this training.

BENEFITS

- Powers users become immediate stakeholders
- Training between the power users and peers creates a comfortable environment

- Reduced learning times and more flexible training scheduling

TECHNICAL AND SYSTEM ADMINISTRATION TRAINING

Technical training begins at the time of software installation. Tyler's installation team teaches the technical staff how the software is configured within the operating system, as well as basic system maintenance routines such as backups, loading releases, and refreshing training and test databases.

System administration training is conducted after software installation to show users how to update users, permissions, menu security, workflow administration, etc. from within Tyler's software. Your System Administrator necessarily attends these sessions; functional leaders should also attend to have a thorough understanding of the permissions and options available.

END USER TRAINING

After the functional leaders and power users are trained, the system parameters and tables are set up and/or converted, and processes are defined and tested, End users attend applicable scheduled training. Many agencies conduct this training prior to go-live so that these users may assist in system testing and verification, and become familiar with their new processes.

SCHEDULING AND ATTENDANCE

Tyler prefers a classroom and curriculum approach for on-site training to ensure knowledge transfer, comprehension, and retention. A successful user training session is in a classroom environment with a computer for each user (minimum of one computer for every two users, but ideally one per user), a whiteboard, a printer in the room or nearby, and one computer connected to a projector. The size of the class depends on the classroom size and the available computers for training. Ideally, a class size should be limited to twelve (12) users in order to keep the session controlled and ensure that all users are receiving an appropriate level of personalized attention. The specific course topics are discussed and scheduled after analysis, depending on your agency's specific training needs.

Attendance to the training is a critical during implementation. By participating in training courses, your employees gain critical hands-on experience with the system, and learn the Tyler approach. Tyler's training staff will take attendance during classes, and relay that information back to your Project Manager for review. This ensures that users get the complete benefit of training and reduces support incidents after go-live.

RESPONSIBILITIES

Both teams collaborate on all aspects of training which will be discussed and documented during the planning stage of the project. The expectation is for Tyler to provide one occurrence of each scheduled training. You will be responsible for the logistics of the training by completing such tasks as scheduling resources and ensuring facilities are available. These sessions are to be attended by your

key staff members so that they can then disseminate the information they learn to others in your organization if or when necessary. Tyler knows the value of being prepared for the use of our software in production, so we contribute to an ongoing education effort by recommending functional processes to be presented to specific departments, and share training materials used during our sessions. Our goal is to partner with you and lend our expertise and best approaches based on our experiences, in order to allow your resources to be successful at go-live. Changes to these expectations are discussed during project planning, and are based upon your specific business environment and resources.

ADDITIONAL TRAINING RESOURCES

How long will training take place?

Please see the Project Plan and Schedule in the previous section.

Who will set-up the new CMS and what type of impact will it have on current court operations?

Tyler will set up the new CMS with assistance from the City. We intend to make the transition from the City's current system to the Tyler system as seamless as possible. It should not interfere with the day-to-day activities of the Court.

Where will the training be located?

Some training will be on-site at the City's offices as needed and as defined in the Statement of Work to be determined during contract negotiations. Some training will be online via Tyler University as determined by the Statement of Work.

Is there an online training option?

TYLER UNIVERSITY — TYLER U*

Tyler offers training through our Learning Management System — Tyler U — to our client base. Tyler U training provides an excellent opportunity for customers to learn introductory, new, or advanced processes at their own pace.

STATE USER GROUPS

Sound development of the Tyler product is largely driven by existing clients. To that end, we encourage active, client-organized product user groups. User groups typically consist of like-minded customers in geographic proximity of one another and running the same or similar Tyler applications.

ONLINE RESOURCES

Our knowledgebase and website include hundreds of searchable documents, videos and reports for users to view, download and modify. These include how-to documents, user conference session documents, best practices and more.

TYLER CONNECT

Tyler hosts an annual education forum, Tyler Connect, which serves our customers' need for new or refresher information on our software products. Each class is tailored to meet the needs of attendees in order to increase productivity and, ultimately, improve responsiveness to your citizens and clients. Tyler is a nationwide community dedicated to learning, growing, sharing, and connecting every year.

*Not available for all Tyler solutions and products.

Do you provide manuals (printed or electronic)?

Yes, online.

Do you offer a help line? If so, what hours is it staffed? Is the training included in the cost of the proposal?

Yes. Your Tyler Project Manager is available during the implementation and training process and will provide a direct office line as well as a direct email address. Training is included in the cost of the proposal.

Is ongoing support included in the cost of the proposal? If so how much per year? If there is an additional cost, please outline.

Yes. Please see pricing. Annual support costs are all-inclusive.

Please provide three references (name and contact information) who can confirm their experiences with the training provided by your team.

1.

Belton, MO

2.

Prairie Village, KS

3.
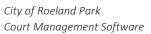
Carrollton, TX

PRICING

PRICING NOTES

The following Pricing is based on the stated requirements provided by City of Roeland Park in this RFP. It includes Tyler software license fees, estimated services, project management, conversion, and travel and expense costs.

Any stated conversion prices may vary depending on cooperation of previous vendor and/or the complexity of converting the data.

Travel expenses are estimated, however, actual expenses will be billable.

The license fees listed in this Cost Summary do not include any tax or other governmental impositions including, without limitation, sales, use, or excise tax. All applicable sales tax, use tax, or excise tax shall be paid by client and shall be paid over to the proper authorities by client or reimbursed by client to Tyler Technology on demand in the event that Tyler Technology is responsible or demand is made on Tyler Technology for the payment thereof. If tax-exempt, client must provide Tyler Technology with client's tax-exempt number or form.

10.   PRICING

In this section the vendor shall provide detailed cost information for the proposed CMS. This section, at a minimum, shall include a total of ALL costs for each category listed below. If there are costs associated with categories or services that are not listed below please add them to the list along with the cost. Pricing information included in other sections of the RFP response must be incorporated into this section. "Optional" costs must be clearly marked as such in the columns provided. Cost shall be provided for the complete turn-key solution.

PRICING			Optional Items	
	One-time Cost	Annual Cost	One-time Cost*	Annual Cost
Software/Software Licensing (Itemize below, if any)	$23,770			
Software Support/Maintenance (Itemize below, if any)		$5,943		
Hardware (Itemize below, if any)	$2,150			
Hardware Support/Maintenance (Itemize below, if any)		$323		
Service/Maintenance Agreements (Itemize below, if any)	800	$3,950		
Training and Education	$5,000	$594		
Installation	$9,200			
Fully Mapped Data and Imaging Conversion	$13,000			
Updates				
Documentation				
TOTAL COST	$53,920	10,810		
Additional Option:				
Cost to add a collections module to the system if applicable				
License for additional users	NA	NA		

*Include all pertinent details about any optional pricing components below:

Software License	One-Time Fee	Annual Maintenance
• **Tyler Content Manager (TCM)**	**$5,445**	**$1,361**
• **Criminal Court Case Management**	**$6,600**	**$1,650**
• **Cashiering**	**$0**	**$0**
• **Citation Issuing Device Interface**	**$4,000**	**$1,000**
• **General Ledger Interface**	**$3,575**	**$894**
• **Collection Agency Export Interface**	**$1,650**	**$413**
• **Court Payment Import**	**$2,500**	**$625**
Total	**$23,770**	**$5,943**

Hardware	One-Time Fee	Annual Maintenance

- **Thermal Receipt Printer** $1.050 $203
- **Cash Drawer** $250 $40
- **Scanner** $450 $0
- **Signature Pad**   **$400**   **$80**
- **Total**   **$2,150**   **$323**

Service/Maintenance Agreements	**One-Time Fee**	**Annual Maintenance**
• **Court Online Component**	$800	$1,200
• **Online Records Search**	**$0**	**$2,750**
Total	**$800**	**$3,950**

tyler technologies

Sales Quotation For
City of Roeland Park
4600 W 51st St Ste 200
Roeland Park , KS 66205-3501
Phone: +1 (913) 722-2600

Quoted By:	John Hardin
Quote Expiration:	5/4/2019
Quote Name:	Roeland Park KS - Court
Quote Number:	2018-60597
Quote Description:	Roeland Park KS - Court

Tyler Software and Related Services

Description	License	Impl Hours	Impl Cost	Data Conversion	Module Total	Maintenance
Tyler Content Manager						
Tyler Content Manager Standard Edition (TCM SE)	$5,445	32	$3,200	$0	$8,645	$1,361
Incode Court Suite						
Criminal Court Case Mgt	$6,600	52	$5,200	$13,000	$24,800	$1,650
Cashiering	$0	4	$400	$0	$400	$0
Citation Issuing Device Interface	$4,000	0	$0	$0	$4,000	$1,000
General Ledger (non-Incode) Interface	$3,575	0	$0	$0	$3,575	$894
Collection Agency Export Interface	$1,650	0	$0	$0	$1,650	$413
Court Payment Import (Generic Interface)	$2,500	4	$400	$0	$2,900	$625
Sub-Total:	*$23,770*		*$9,200*	*$13,000*	*$45,970*	*$5,943*
TOTAL:	**$23,770**	**92**	**$9,200**	**$13,000**	**$45,970**	**$5,943**

Tyler Software and Related Services - Annual

Description	Impl. Hours	Impl. Cost	Data Conversion	One Time Fees	Annual Fee
Incode Court Suite					
Court IVR	0	$0	$0		$0
Tyler Hosted Applications					
Court Online Component	0	$0	$0		$1,200
Notifications for Court	0	$0	$0		$0
Tyler U	0	$0	$0		$594
Online Record Search	0	$0	$0		$2,750
Sub-Total:		*$0*	*$0*		*$4,544*
TOTAL:	**0**	**$0**	**$0**		**$4,544**

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Project Management	1	$5,000	$5,000	$0
Online Application -Set up fee	1	$800	$800	$0

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TOTAL: $5,800 $0

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Maintenance	Maintenence Discount	Total Maintenance
Epson TM-H6000IV Thermal Receipt Printer - Black, USB NEW	1	$1,050	$0	$1,050	$203	$0	$203
Media Plus Automated Cash Drawer -Black NEW	1	$250	$0	$250	$40	$0	$40
Canon DR-C225 Sheetfed Scanner - VV7373	1	$450	$0	$450	$0	$0	$0
Topaz Signature Pad T-L462 - USB On-Premise Court Sites	1	$400	$0	$400	$80	$0	$80
TOTAL:				**$2,150**			**$323**

Summary	One Time Fees	Recurring Fees
Total Tyler Software	$23,770	$5,943
Total Tyler Annual	$0	$4,544
Total Tyler Services	$28,000	$0
Total Third Party Hardware, Software and Services	$2,150	$323
Summary Total	**$53,920**	**$10,810**
Contract Total	**$64,730**	

Detailed Breakdown of Conversions (Included in contract total)

Description	Hours	Unit Price	Programming Fee	Extended Price
Incode Court Suite				
Court Case Management -Conversion	8	$100	$5,000	$5,800
Warrants & Judgements -Conversion	4	$100	$1,500	$1,900
Court -Fee Instance, Payment Plans, Restitution -Conversion - Conversion	8	$100	$4,500	$5,300
Total:				**$13,000**

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Comments

- Incode Court Online component displays citations for payment, payment plans, payment options, deferred disposition. Make payments, collects pleas from defendants, security SSL(secure socket layer), payment processing (credit card), and payment packet is created to be imported to Court system. Note that the defendant pays $2.50-$3.50 fee per transaction for payment on-line.

- Incode Notification for Courts ($.20 per violation) - defendant notification by phone. Calls can be made for citation issued, court date reminders, court date missed and notification of next step, warrant issued, and payment plan due date reminder etc. Case is updated after each call. Call can be taken live, a message left, or no answer (court creates unique message for each call type and call can be in English or Spanish). The call can go to the attorney rather than the defendant. Incode Notification for Courts ($.20 per text) - Defendant notification by text. Text can be made for the citation issues, court date reminder, court date missed and notification of next step, warrant issued, and payment plan due date reminder. Note: The Court will be billed by Tyler Technologies quarterly for the calls/ texts conducted. The Court will be allowed 2 call campaigns in the first 30 days at no charge. Tyler will assist with the setup and creation of the campaigns. Trial offer is free for 30 days and the campaign is limited to a one year time frame. Both campaigns must be used within the 30 day time frame. If more than 2 campaigns are used, then the customer will be billed for the additional campaigns.

- Court Case Management conversion includes basic case data.

- IVR solution for Court- The payment packet is created in centralized cash collections, the IVR system gives the defendant the balance owed on the citation, the defendant makes the payment by phone and the citation is updated with the payment record. Note: There is a $2.50 per transaction fee associated with IVR that will be paid by the client unless Tyler is instructed by the client to pass along to the user at time of payment.

KEY ISSUES AND CONSIDERATIONS

PAPERLESS COURT WITH TYLER

THE RIGHT TECHNOLOGY FOR SUCCESS

From the first incident that triggers a case—a ticket, notice or fine—dozens or even hundreds of pieces of paper can be generated. Multiply the number of documents and notices by the number of cases a court handles a year, and the amount of paper can be staggering. Depending on the size of the court, it can, over time, literally fill complete rooms and cover the length of football fields.

Considering the sheer volume, converting to a paperless system can be overwhelming to beleaguered courts already burdened with reduced budgets and smaller staffs. While technology is the obvious solution, the instinct is to believe it might be too expensive, complicated or impractical.

Incode's paperless court solution improves efficiency by automating formerly manual processes, eliminating data duplication and reducing human error. In a high-volume court, implementing Incode's batching capabilities for warrants alone could save hundreds of hours of manpower each week. By electronically posting warrants, letters and defendant communication directly to the electronic file rather than printing and filing, you'll save hundreds of thousands of pieces of paper a year—and their associated costs—as well as countless hours, freeing your staff to handle more important tasks.

The Incode Court Case Management system is intuitive, cost effective and includes the features you need to make the paperless court a reality.

EMPOWER PAPERLESS CASE MANAGEMENT

Case management, the heart of your court system, is the place where you can see the most immediate impact of going paperless. The efficiency and productivity can revolutionize the way you conduct court, save hundreds of man hours weekly, reduce expenses and minimize human error.

    Eliminate printed dockets and case files from the courtroom.

    Search for, and locate, files in seconds rather than hours or days.

    Multiple users in different locations can view documents simultaneously.

    View and interact with every item associated with the object of a search with one-touch access.

    Access media attached to case files such as dashboard camera video, traffic light camera shots
        and driver's license scans.

    Safely and securely back up and archive court files and associated documentation.

    Integrate with public safety solutions to import citations, police case records and warrants.

ELIMINATE PAPER-BASED DEFENDANT COMMUNICATIONS

Robust content management and direct interface to Incode empowers courts to electronically and automatically communicate with defendants while tracking and recording communications in the case file.

> Batch and individual delivery of summons notifications, dispositions and warrants directly from Incode or third-party software.

> Automatically generated calls inform defendants of unpaid citations, court appointments or warrants issued.

> Integration with Incode Online Court helps collect fees and fines.

> Courthouse kiosks empower direct payments, adjudications and defensive driving.

INCODE COURT CASE MANAGEMENT

Every day court administrators and clerks must tackle an incredibly diverse set of functions. Incode is robust and feature rich with easy-to-use functionality. With a broad set of applications that lend themselves to a paperless solution, Incode users can eliminate their reliance on over-flowing paper case files that typically accompany every municipal court.

CITIZEN ONLINE ACCESS

Because your citizens are already accustomed to using the Internet and mobile devices for a wide variety of daily functions, Incode's online access acts as a welcomed extension of your municipal court services with 24/7 access.

CITIZEN BENEFITS:

- Perform online searches.

- Pay tickets—in full or agreed-upon partial payments.

COURT BENEFITS:

- Reduced foot traffic

- Shorter customer service lines

ENABLE SECURITY WITHOUT PAPER

In a paper-filled world, methods to validate and secure documents are obvious. With Incode, security methods such as signatures, fingerprint biometrics and at-the-desk photo captures can be permanently attached to electronic case files to empower a paperless courtroom without sacrificing security.

> Defendants, guardians, and any other non-court personnel use an in-court signature pad (similar to those in stores).

User-generated signatures are added to documents to identify document creator.

Courts can require a password to augment court personnel's electronic signatures.

Changes to signed documents automatically generate an amended document requiring new signatures.

Multiple fingerprints can be associated with each case file.

Electronic fingerprints are captured with a single click.

Court personnel can use fingerprints to validate electronic signatures rather than passwords.

Defendant photos captured at the service counter can be easily attached to case file

APPENDIX 1. EXCEPTIONS TO RFP

Tyler Statement Regarding Exceptions to the City of Roeland Park's RFP for Court Management Software

Tyler's Proposal is based on the delivery of the requested software and services according to Tyler's standard implementation methodology and Tyler's standard contract(s). That methodology, and that contract(s), have been refined and enhanced over Tyler's many years of operation in the public sector information technology market. Tyler's submission of its Proposal does not constitute a waiver of Tyler's right to negotiate any and all terms to the mutual satisfaction of the parties.

Tyler will consider its implementation methodology and its contract(s) to be the starting point for those negotiations unless expressly stated otherwise in its Proposal. Tyler's standard contract(s) are included for your reference. To the extent you request to incorporate your bid documents and our proposal documents into the contract package, we will agree to do so as long as the order of priority is (a) the final, negotiated contract; (b) our proposal documentation; and (c) your bid documentation.

Tyler has also provided its Evidence of Insurance certificate and its source code escrow agreement with Iron Mountain (to the extent you desire to escrow the Tyler source code under a perpetual license agreement). Tyler's insurance program and source code escrow arrangements are established at a corporate level and are not subject to change on an individual customer basis.

Tyler retains all intellectual property and confidentiality rights in and to our proprietary and/or confidential information and deliverables.

Tyler is providing representative "exceptions" to standard procurement terms and conditions for your review. This representative list does not negate any of the expectations Tyler has stated above.

- We agree to secure our insurance from a carrier with a minimum AM Best rating of A-:VII. Tyler's insurer evidences Tyler's insurance coverage using a standard Acord form. The coverage limits set forth on our certificate of insurance do not apply separately. Certificates of insurance listing the customer as certificate holder are available upon request after a contract is signed. Copies of Tyler's insurance policies are only made available in the event a claim is disputed or denied. Tyler will disclose its deductibles upon written request, but those deductibles are not subject to customer approval. Tyler is well-positioned financially to satisfy its deductibles. At your request during contract negotiations, we will add language to the insurance provision that adds you as an additional insured to our commercial general liability and auto liability policy for claims arising out of or relating to the contract, which automatically affords you the same status under our excess/umbrella liability policy. A Certificate of Insurance reflecting that status may be provided at your request after the contract is executed. Our carrier has issued blanket endorsements regarding additional insured status; we do not issue separate endorsements specific to each customer. We agree that our insurance is primary for claims under our CGL or auto policies that arise out of or relate to the contract and are between us and you. If required, Tyler will agree to waive subrogation, but only on claims under our CGL or auto policies that arise out of or relate to the contract and are between us and you, except to the extent the damage or injury is caused by you. If you require it in the contract, we will agree to provide you with notice of cancellation, non-renewal or reduction in our insurance coverages below the

minimum requirements set forth in the contract within thirty (30) days thereof. Renewal certificates of insurance will be provided as close as practicable to the date the applicable policy or policies is/are renewed.

- We agree to comply with applicable laws and mutually agreed to customer protocols. We reserve the right to discuss in good faith which laws you consider applicable, and to identify those in the contract.

- We do not agree to work for hire provisions. We reserve the right to protest the public disclosure of our confidential business information/trade secrets but will comply with applicable public records laws.

- Unless expressly indicated otherwise, our Proposal contains estimates of the amount of services and associated expenses needed, based on our understanding of the size and scope of your project. The actual amount of services and expenses depends on such factors as your level of involvement in the project and the speed of knowledge transfer. If required, we will provide a not-to-exceed quote once the scope of services has been finalized. Unless noted otherwise, our services rates do not include travel expenses, which are separately estimated.

- Unless expressly indicated otherwise, the fees we have quoted do not include any taxes.

- Tyler's Proposal includes a sample project plan. Tyler will deliver the actual project plan upon obtaining further information from the Client.

- Tyler's standard practice is not to include a termination for convenience provision in its contracts, given the significant investments made by both parties to the procurement and implementation. Tyler relies instead on its termination provisions for cause, non-appropriation, and/or force majeure.

APPENDIX 2. SAMPLE CONTRACTS

Please see the Tyler Technologies standard Terms and Conditions contract in this section of this RFP Response. Tyler Technologies is willing to negotiate contract terms to suit both parties upon award of contract.

SAMPLE

SOFTWARE AS A SERVICE AGREEMENT[1]

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means [INSERT CLIENT NAME].
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not

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[1] HIGHLIGHTED PROVISIONS INDICATE PROVISIONS THAT MAY OR MAY NOT APPLY TO THE PARTICULAR CLIENT/CONTRACT. DURING CONTRACT NEGOTIATIONS, THOSE PROVISIONS WILL BE ADJUSTED AS NECESSARY.

include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.

- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as <u>Exhibit C</u>.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as <u>Exhibit E</u>.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as <u>Schedule 1</u> to <u>Exhibit C</u>.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as <u>Exhibit D</u>.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. <u>Rights Granted</u>. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8).

2. <u>SaaS Fees</u>. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. <u>Ownership</u>.
   3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
   3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
   3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. <u>Restrictions</u>. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. <u>Software Warranty</u>. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts,

consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8), below, the SLA and our then current Support Call Process.

6.   <u>SaaS Services</u>.

6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

6.2 You will be hosted on shared hardware in a Tyler data center, but in a database dedicated to you, which is inaccessible to our other customers.

6.3 We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.

6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.

6.5 We conduct annual penetration testing of either the production network and/or web application to be performed.   We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.8 We provide secure Data transmission paths between each of your workstations and our servers.

6.9 For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found

at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – OTHER PROFESSIONAL SERVICES

1. <u>Other Professional Services</u>. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work/our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.

2. <u>Professional Services Fees</u>. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. <u>Additional Services</u>. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. <u>Cancellation</u>. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. <u>Services Warranty</u>. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. <u>Site Access and Requirements</u>. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. <u>Client Assistance</u>. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

8. <u>Maintenance and Support</u>. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

    8.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);

    8.2 provide telephone support during our established support hours;

    8.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

    8.4 make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

    8.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. <u>Third Party Hardware</u>. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. <u>Third Party Software</u>. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. <u>Third Party Products Warranties</u>.
   3.1 We are authorized by each Developer to grant access to the Third Party Software.
   3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
   3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. <u>Invoicing and Payment</u>. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. <u>Invoice Disputes</u>. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. <u>Term</u>. The initial term of this Agreement is three (3) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current

renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. <u>Termination</u>. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

    2.1 <u>Failure to Pay SaaS Fees</u>. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

    2.2 <u>For Cause</u>. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

    2.3 <u>Force Majeure</u>. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

    2.4 <u>Lack of Appropriations</u>. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

    2.5 <u>Fees for Termination without Cause during Initial Term</u>.[2] If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:

        a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 75% of the SaaS Fees then due for the remainder of the initial term;

        b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 50% of the SaaS Fees then due for the remainder of the initial term; and

        c. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. <u>Intellectual Property Infringement Indemnification</u>.

    1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

    1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

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[2] IF SERVICES HAVE BEEN PRICED SEPARATELY FROM SAAS FEES, THEN THE APPLICABLE PERCENTAGES ARE 25%, 15% AND 10%.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.
2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(2), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. <u>Additional Products and Services</u>. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. <u>Optional Items</u>. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. <u>Dispute Resolution</u>. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. <u>Taxes</u>. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. <u>Nondiscrimination</u>. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. <u>E-Verify</u>. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. <u>Subcontractors</u>. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. <u>Binding Effect; No Assignment</u>. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. <u>Force Majeure</u>. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. <u>No Intended Third Party Beneficiaries</u>. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. <u>Entire Agreement; Amendment</u>. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. <u>Severability</u>. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. <u>No Waiver</u>. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. <u>Independent Contractor</u>. We are an independent contractor for all purposes under this Agreement.
15. <u>Notices</u>. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. <u>Client Lists</u>. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. <u>Confidentiality</u>. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or
    (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. <u>Business License</u>. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. <u>Governing Law</u>. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. <u>Multiple Originals and Authorized Signatures</u>. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original

signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

        Exhibit A Investment Summary
        Exhibit B Invoicing and Payment Policy
                Schedule 1: Business Travel Policy
        Exhibit C Service Level Agreement
                Schedule 1: Support Call Process
        Exhibit D Third Party Terms
        Exhibit E Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.	[INSERT CLIENT NAME]
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Address for Notices: Address for Notices:

    Tyler Technologies, Inc.   INSERT CLIENT NAME
    One Tyler Drive   INSERT
    Yarmouth, ME 04096   INSERT
    Attention: Chief Legal Officer   Attn:

LICENSE AND SERVICES AGREEMENT[3]

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client**" means [INSERT CLIENT NAME].
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Maintenance and Support Agreement"** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.

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[3] HIGHLIGHTED PROVISIONS INDICATE PROVISIONS THAT MAY OR MAY NOT APPLY TO THE PARTICULAR CLIENT/CONTRACT. DURING CONTRACT NEGOTIATIONS, THOSE PROVISIONS WILL BE ADJUSTED AS NECESSARY.

- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we"**, **"us"**, **"our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. <u>License Grant and Restrictions</u>.
   1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
   1.2 Without limiting the terms of Section 1.1, you understand and agree that the Postal Xpress, Transparency Portal and Tyler Notify modules set forth in the Investment Summary are licensed to you on a subscription basis. If you do not pay the required annual fee in accordance with the Invoicing and Payment Policy, your license to use the associated module will be suspended unless and until payment in full has been made.
   1.3 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
   1.4 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
   1.5 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
   1.6 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
   1.7 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.
   1.8 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. <u>License Fees</u>. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. <u>Escrow</u>. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.

4. <u>Limited Warranty</u>. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we

will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

9. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work/our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.

10. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

11. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

12. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

13. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

14. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.

15. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

(i)   receive the lowest priority under our Support Call Process;

(ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;

(iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;

(iv) be charged for a minimum of two (2) hours of support services for every support call; and

(v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

4. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

5. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
    5.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
    5.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
    5.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

6. Third Party Products Warranties.
    6.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
    6.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
    6.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

7. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

3. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).

4. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION
1. <u>For Cause</u>. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.
2. <u>Lack of Appropriations</u>. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.
3. <u>Force Majeure</u>. Neither party will be liable, you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE
7. <u>Intellectual Property Infringement Indemnification</u>.
    1.5 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
    1.6 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
    1.7 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
    1.8 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a

straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

8. General Indemnification.

2.3 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.4 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

9. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).

11. EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION I – GENERAL TERMS AND CONDITIONS

23. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

24. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

25. <u>Dispute Resolution</u>. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

26. <u>Taxes</u>. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

27. <u>Nondiscrimination</u>. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

28. <u>E-Verify</u>. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

29. <u>Subcontractors</u>. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

30. <u>Binding Effect; No Assignment</u>. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

31. <u>Force Majeure</u>. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

32. <u>No Intended Third Party Beneficiaries</u>. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

33. <u>Entire Agreement; Amendment</u>. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

34. <u>Severability</u>. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

35. <u>No Waiver</u>. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

36. <u>Independent Contractor</u>. We are an independent contractor for all purposes under this Agreement.

37. <u>Notices</u>. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

38. <u>Client Lists</u>. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

39. <u>Confidentiality</u>. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

    (e) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;

    (f) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;

    (g) a party receives from a third party who has a right to disclose it to the receiving party; or

    (h) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

40. <u>Business License</u>. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

41. <u>Governing Law</u>. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

42. <u>Multiple Originals and Authorized Signatures</u>. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

43. <u>Cooperative Procurement</u>. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

44. <u>Performance Bond</u>. Tyler will secure a performance bond ("Bond") agreeable to both parties within ten (10) business days after execution of this Agreement in the face amount of $[X]. The cost of the Bond, equal to

$[Y], is based on the total contract dollar amount of this Agreement for an initial term of twenty-four (24) months and is payable in accordance with the terms set forth in Exhibit B. Client acknowledges and agrees that it will be responsible for any increase in Bond premiums during the first two years of the Agreement caused by Client's election to increase the Agreement and Bond dollar amount. In the event that implementation activities are not complete after the expiration of the initial twenty-four (24) month term, Client may elect to renew or extend the term of the performance bond, and Client shall be solely responsible for providing us with notice and for any additional bond premiums. All bond renewals shall be subject to underwriting or surety approval.

45. <u>Contract Documents</u>. This Agreement includes the following exhibits:

    Exhibit A Investment Summary
    Exhibit B Invoicing and Payment Policy
          Schedule 1: Business Travel Policy
    Exhibit C Maintenance and Support Agreement
          Schedule 1: Support Call Process
    Exhibit D Third Party Terms
    Exhibit E Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.	[INSERT CLIENT NAME]
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

<u>Address for Notices</u>:

    Tyler Technologies, Inc.
    One Tyler Drive
    Yarmouth, ME 04096
    Attention: Chief Legal Officer

<u>Address for Notices</u>:

    [INSERT CLIENT NAME]
    [INSERT CLIENT ADDRESS]
    [INSERT CLIENT ADDRESS]
    [INSERT CLIENT TITLE]

Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Tyler sales quotation to be inserted prior to Agreement execution.

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Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. <u>SaaS Fees</u>. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. <u>Other Tyler Software and Services</u>.

   2.1 *VPN Device*: The fee for the VPN device will be invoiced upon installation of the VPN.

   2.2 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.[4]

   2.3 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

   2.4 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.[5]

   2.5 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

   2.6 *Other Fixed Price Services*: Other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

   2.7 *Change Management Services*: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

---

[4] IF IMPLEMENTATION SERVICES, ETC. ARE QUOTED AS PART OF SAAS FEES, REPLACE THIS TEXT WITH: "IMPLEMENTATION AND CONVERSION SERVICES ARE QUOTED AS PART OF YOUR SAAS FEES, AND WILL BE INVOICED AS SET FORTH ABOVE."

[5] REMOVE IF IMPLEMENTATION AND CONVERSION SERVICES FEES ROLLED INTO SAAS FEES.

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. <u>Third Party Products</u>.
   3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
   3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.
   3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
4. <u>Expenses</u>. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.
5. <u>Credit for Prepaid Maintenance and Support Fees for Tyler Software</u>. Client will receive a credit for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the SaaS Term.[6]

<u>Payment</u>. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

        Bank: Wells Fargo Bank, N.A.
                         420 Montgomery
                         San Francisco, CA 94104
        ABA: 121000248
        Account:4124302472
        Beneficiary: Tyler Technologies, Inc. – Operating

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[6] USE FOR FLIP CONTRACTS WHERE THE SAAS TERM BEGINS BEFORE THE END OF THE ANNUAL MAINTENANCE TERM.

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

      Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.
      Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.
      Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

   B. Baggage Fees
      Reimbursement of personal baggage charges are based on trip duration as follows:
      - Up to five (5) days = one (1) checked bag
      - Six (6) or more days = two (2) checked bags
      Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation
   A. Private Automobile
      Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.
   B. Rental Car
      Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.
   C. Public Transportation
      Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The

actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates. "No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner. The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

    *7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

   Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

   All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

   When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

   The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable. Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

Exhibit C
SERVICE LEVEL AGREEMENT

I.   Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II.   Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III.   Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

   a.   Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

   b.   Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

   c.   Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief

100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.

Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

(1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.

(2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.

(3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.

(4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.

(2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.

(3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.

(4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of Data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted Data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:
(1) Level 1: front-line representatives
(2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
(3) Level 3: assist in incident escalations and specialized client issues
(4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

(1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
(2) Email – clients can send an email to software support in order to escalate the priority of an issue
(3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

Exhibit E

Statement of Work

Statement of Work, if applicable, to be inserted prior to Agreement execution.

SAMPLE

REQUEST FOR PROPOSALS

COURT MANAGEMENT SOFTWARE

October 11, 2018

REQUEST FOR PROPOSALS
COURT MANAGEMENT SOFTWARE

1   INTRODUCTION

1.1   *Scope*

City of Roeland Park, Kansas, invites court and management software systems to submit proposals for the provision of those services according to the requirements of this Request for Proposals (RFP).

The purpose of this process is to obtain competitive prices for court management software systems for Roeland Park, Kansas. The court and management software systems shall manage court records and case information for the City of Roeland Park.

1.2   *Term*

The software system selected shall be designated as the City's long-term management system with the assumption of auto-renewal with termination at the sole discretion of the City.

Discontinuation of services will require a transition period. This transition period will be a minimum period of 3 months under full service terms.

2   PROPOSAL PROCEDURES

2.1   *Anticipate Proposal Schedule*

Issue RFP	October 11th, 2018
Proposals Due	November 16th, 2018 by 3 p.m.
Interview-Top Candidates	Dec. 3rd-5th, 2018
Selection Made	Recommendation and approval at the December 17th, 2018 Council Meeting

*Schedule is subject to change.

2.2   *Inquiries Regarding This Request for Proposals*

This RFP should be submitted in the form of an electronic copy and a hard copy to the contact listed below. The following form can serve as a template for the submission. Additional information concerning this RFP may be obtained by contacting:
   Kathy Bolek, Court Clerk
   4600 W. 51st Street
   Roeland Park, KS 66205
   kbolek@roelandpark.org
   913-722-2600

3.   ABOUT ROELAND PARK MUNICIPAL COURT

Roeland Park Municipal Court is responsible for processing and maintaining accurate records of citations, including all traffic violations and other misdemeanor or criminal charges filed by the Roeland Park Police Department, Code Enforcement, and any complaints filed by citizens. The court operates with one part-time Judge, one full-time Court Clerk. The Court also works closely with one part-time City Prosecutor and contract Public Defenders.

Court services include:
- Preparation of complaints,
- Administration of various judicial processes,
- Preparation of summons, arrest warrants, and subpoenas,
- Debt collection coordination,
- Document/records management, and
- General office administration.

The number of cases filed annually in Municipal Court exceeds 3,000 with associated revenues over Three Hundred Thousand dollars. Below is a snapshot of the court's workload from 2012 and 2013:

2016 STATS   **TOTAL**
- Fines & Costs Collected: $364,680
- Violations Filed/Arraignments: 3,179

2017 YTD STATS   **TOTAL**
- Fines & Costs Collected: $320,974
- Violations Filed/Arraignments: 3,088

4.   VENDOR PROFILE

This section is to provide information about the vendor, the CMS offered, and the proposed project staff. If the firm submitting the RFP and the product software provider are not the same company, a separate Vendor Profile page shall be provided for the vendor submitting the proposal and the software product provider.

Vendor Name:

Vendor Address:

Vendor Website:

Vendor Phone:

Vendor History *(Please provide a history of your company so we can get to know you better.):*

CMS Offered/Proposed *(Please tell us about the software you are proposing for the court. Include examples of other courts that are currently using your software.):*

5. EXPERIENCE AND REFERENCES

This section is to describe Vendor's past projects that are similar to this project in terms of size and scope and utilize the proposed CMS.

Name and address of the client (Municipal or local Government preferred):

Name, title and telephone number for a contact person:

General description of the CMS project:

Size of the client organization in terms of number of court employees, caseload, revenue, etc.:

Timeframe for the project:

Number of vendor staff involved in the project and their responsibilities:

6. SPECIFICATIONS

The following pages relate to specifications, or needs, for Municipal Court. Each section of this RFP corresponds to the list below.

1. Tickets
2. Court Management System (CMS)
3. Forms, Imaging and Records Management
4. Electronic Filing Requirements for the State of Kansas
5. Reports
6. Information Technology

1.	TICKETS				
Currently, the city uses electronic ticketing and occasionally paper tickets for the issuance of citations. In addition to answering the following questions, provide a brief explanation of how the CMS will make the court more efficient in terms of ticket entry, ticket processing, and workflow.					
Sec.	CMS Requirement		Modifications		
	Questions to be answered	OUT OF THE BOX [Yes] [No]	Vendor to modify [Yes] [No]	Fixed cost to modify [Yes] [No]	Maint. cost to modify? [Yes] [No]
	Ticket Entry				
1.1.1	Can the court determine the fields necessary for ticket entry within the CMS?				
1.1.2	Does the CMS ticket entry screen allow for the entry with tabular navigation) of all necessary data from the ticket on one screen?				
1.1.3	Does the CMS auto populate fields, or prompt users to select from a list of matching datasets, based on existing datasets that were previously entered? _For example: If a clerk is entering multiple tickets for the same person, does that person's name/address/phone/etc. auto populate or prompt the clerk to select from a list of matching datasets?_				
1.1.4	What e-ticket vendors has the CMS successfully integrated with? (please list in space provided)				
1.1.5	Does the CMS show ALL cases for defendant when searching by full name? And can you toggle between that particular defendant without having to re-enter the name every time?				

1.2	*Provide a brief explanation of how the CMS will make the court more efficient in terms of ticket entry, ticket processing, and workflow.*

2.	COURT MANAGEMENT SYSTEM (CMS)				

The city is seeking an innovative, long-term solution for its next CMS, while maintaining the ability to perform the basic court processes. These basic processes might include the ability to create various dockets and track cases (pre/post docket); run user-defined batch court processes (or macros) on multiple cases; and/or generate documents and capture signatures without having to print anything. Roeland Park Municipal Court is not unlike other municipal courts in terms of the various processes and procedures that dictate how we operate. At the end of the day, our goals are to become more efficient, to comply with state-mandated reporting requirements, to become paperless, and to provide outstanding customer service. After answering the following questions, please provide a brief explanation of how your CMS will help the city achieve this goal.

Sec.	CMS Requirement		Modifications		
	Questions to be answered	Current CMS [Yes] [No]	Vendor to modify [Yes] [No]	Fixed cost to modify [Yes] [No]	Maint. cost to modify? [Yes] [No]
2.1	*General CMS Requirements*				
2.1.1	Is the CMS web-based?				
2.1.2	Is the CMS a case-based or a person-based system?				
2.1.3	Does the CMS allow for multiple users with unique usernames and passwords?				
2.1.4	Does the CMS have an external web component so that defendants and attorneys can look up court information online?				
2.1.5	Does the CMS allow for various levels of user defined access rights (i.e. view only rights for some users)?				
2.1.6	Does the CMS have user defined "dashboards" or personal settings?				
2.1.7	Is the CMS compatible with tablets (iPads, etc.)?				
2.1.7.a	If yes to 2.1.7, specify which tables are compatible with the CMS.				
2.1.8	Does the CMS have/support an online payment system/vendor?				
2.1.8.a	If the CMS "supports" other online payment systems/vendors (from 2.1.8), please specify the systems/vendors.				
2.1.9	Does the CMS allow users to switch between screens or functions, or have multiple session open concurrently, without losing any unfinished work? *For example: If a clerk is entering a new ticket and receives a phone call about another case, can the clerk save what they are working on so they assist the caller (possibly by looking up a court date, switching screens, etc.) and then*				

	return to entering the new ticket without losing what was previously entered?				
2.1.10	Does the CMS have user defined case statuses (i.e. active, closed, warrant, etc.) and multiple sub-statuses (i.e. probation, diversion, collections)? *For example: If a case has an outstanding warrant, but is also in collections, can the status be "warrant" and the sub- status be "collections?"*				
2.1.10.a	If yes to 2.1.10, does the CMS have the ability to highlight or differentiate certain case status so that they "stand out" when viewing them on the computer? *For example, if a case is in "warrant" status, will it be highlighted in red or have some other visual indicator so court users will see it?*				
2.1.11	Does the CMS have a courtroom processing feature to allow the court clerks to check-in defendants and route cases electronically to the judge, prosecutor, public defender, etc.?				
2.1.12	Currently, the Police Department performs warrant checks on our dockets to see if our defendants have outstanding warrants in other jurisdictions. If a warrant exists, the physical case file is flagged. Does the CMS allows cases to be electronically flagged so the clerk who is checking-in defendants can see it?				
2.1.13	Will the CMS allow the court to establish various workflows (and/or queues) for court users to track their work on various dockets to streamline work processes and increase efficiency??				
2.1.13.a	If yes to 2.1.13, provide detailed explanation.				
2.1.14	Is the CMS database fully relational and require only single entry of data elements? *For example: Information about a defendant or other case party information must be entered only once and can then be linked with information anywhere else in the CMS.*				
2.1.15	If a case party address is changed will it update the entire system?				
2.1.16	Does the CMS allow users to correct mistakes in ticket entry after data is saved? Can the judge				

	and clerk's notes be locked so that they cannot be altered?				
2.1.16.a	If yes on 2.1.16, does the CMS keep track of changes and which user made the changes and the date of the change (i.e., audit trail)?				
2.1.16.b	Does the CMS track the continued court date and the date the continuance was made in the system?				
2.1.17	Can the CMS be customized so that certain actions cannot be taken before other actions are completed? *For instance, a court user cannot close a case if there is no plea, or there is an outstanding balance, etc.*				
2.1.18	Does the CMS integrate with third-party financial software?				
2.1.18.a	If yes to 2.1.18, please provide a list of third-party financial software vendors with which the CMS has been successfully integrated.				
2.1.19	Is the CMS compatible with ePad-Link e-signature pads manufactured by Interlink Electronics that allows defendants, attorneys and court staff to electronically sign documents and print signatures on notices and any other form needing a signature?				
2.1.20	Does the CMS store electronic signatures for court staff to be applied to court-generated documents?				
2.1.21	Does the CMS provide audit trails to show which user and workstation locations logged on to the system during a specified period?				
2.1.22	Does the CMS have an easy-to-use interface for searching for information that can be used by designated users with minimal training?				
2.1.23	Does the CMS have a more robust searching component that can be used by the court to look-up detailed information about a defendant and/or case?				
2.1.24	Does the CMS allow users to search for records or data using almost any data field, or combination of data fields, with full or partial characters (I.e. defendant's full or partial name, social security number, driver's license number,				

	date of birth, address, location/date of violation, officer name or badge #, etc.)?				
2.2	*Case Parties*				
2.2.1	Does the CMS have "Case Party Profiles" where clerks can enter the name and contact information for defendants, victims, witnesses, attorneys (including bar #), public defenders, judges, prosecutors, interpreters, lab personnel, officer(s), etc.				
2.2.2	If a case party's information (name, address, phone, ect.) is changed, will it update all records associated with that case party?				
2.2.3	Does the CMS allow for the tracking of unlimited addresses, emails, phone numbers, social security numbers, aliases, etc. for case parties?				
2.2.4	Does the CMS allow cases/parties to be linked? *For example, will multiple cases/tickets show up under a defendant's name or "profile"?*				
2.2.5	Does the CMS allow the court to add/update officer's name and badge number?				
2.2.6	Does the CMS have the ability to merge duplicate case party information and track changes?				
2.2.7	Can the CMS run a report to identify possible duplicate case parties to assist the court in keeping its data clean and updated?				
2.3	*Dockets*				
2.3.1	Is there a limit on the number and type of court dockets that can be created, maintained and tracked?				
2.3.2	Does the CMS allow cases to be easily moved between dockets?				
2.3.3	Does the CMS allow for cases on a docket to be easily moved into a queue for batch processing?				
2.3.4	Can the court create/run different types of docket reports?				
2.3.4.a	If yes to 2.3.4, are these reports customizable?				
2.3.5	Does the CMS allow for cases to be scheduled on various dockets and indicate the action to be taken on the case? *For example: Can a clerk schedule a case on the Arraignment docket to "Review Insurance" and will "Review Insurance" display on the docket report if it were printed?*				

2.3.6	Does the CMS allow for an online system that allows court patrons to search for their court date? (see 2.1.4)?				
2.3.6.a	If yes, please list current vendors you integrate with.				
2.3.7	Does the CMS have the ability to limit the number of cases that can be scheduled on a docket?				
2.3.8	Does the CMS have the ability to block dockets so that cases cannot be scheduled for various reasons (I.e. holidays or court closed)?				
2.4	***Batch Processing***				
2.4.1.a	The Court has identified the following actions where batch processing would greatly increase efficiency. Will the CMS accommodate batch processing and printing for the following types of cases?				
	• Collections				
	• Suspensions				
	• 30-Day Notices				
	• Continuances				
	• Payments				
	• Warrants				
	• Invalid Insurance				
	• Failure to Appear/Failure to Comply				
2.4.2	Provide a detailed explanation, including success stories from current clients, of other batch processes that were applied using the proposed CMS that increase efficiency in the court.				
2.5	***Receipts***				
2.5.1	Does the CMS save/archive a copy of receipts or payment records (electronically) to the case?				
2.5.2	Can receipts be voided?				
2.5.3	Can receipts handle multiple payments and/or payment types (cash, check, credit, etc.)?				
2.5.4	Can the receipt list all active cases for the defendant including next court date and balances due for each case and a total balance due?				
2.6	***Payments***				
2.6.1	Does the CMS allow payments to be disbursed over multiple fees/costs in a priority manner that is user defined? *For example: if a partial payment is made, can the clerk determine how the payment is disbursed among the various outstanding fines/fees?*				
2.6.2	Does the CMS have the ability to set up and track payment plans?				

2.6.3	Does the CMS have the ability to account for adjustments to fines and other court costs?				
2.6.4	Does the CMS allow the court to track restitution?				
2.6.4.a	If yes to 2.6.4, does the CMS have an indicator showing restitution is owed on a case that automatically goes away when the restitution is paid in full?				
2.7	*Fine Schedules and Court Costs*				
2.7.1	Can the court establish a fine schedule and/or cost codes (fines, court costs, restitution, etc.) that auto populate as charges are entered?				
2.7.2	Can the CMS handle community services as a non-monetary payment type?				
2.7.3	Does the CMS allow the court user to change auto populated fine amounts on a charge at any time? *For example: the judge modified a fine. Can the auto populated amount be over-ridden?*				
2.7.4	Can court fines and costs be date specific so that when they change they do not change throughout the system? *For instance, can the court establish date-range specifics for all costs and fines so that if a ticket is entered on 7/1/13 for a charge that occurred on 6/1/13, the fines that automatically populate will be those that were in effect on 6/1/13 instead of those in effect on 7/1/13?*				
2.7.5	Can some costs be attached only to the case while others are attached to the charge? *For instance, fines are charge specific while some costs are case specific.*				
2.7.6	State court costs are only assessed to one charge per case. Does the CMS allow for an easy process for only putting state costs on one charge per case, and allow the court to transfer these costs to another charge if the initial charge on which the costs were placed is dismissed?				
2.8	*Warrants and Bonds*				
2.8.1	Does the CMS allow the warrant clerk to issue, track, recall, and edit warrants?				
2.8.2	Does the CMS allow bonding companies to be tracked (I.e. active/inactive/revoked, amount of money bonded, names of defendants bonded, bond due dates, bonds forfeited, etc.)?				

2.8.3	Does the CMS allow court users to track bonds (I.e. post/paid, used, forfeited, refunded, released, etc.)?				
2.8.4	Does the CMS allow court users to track cash bonds separately so that the Finance Department can reconcile the cash bond fund?				
2.8.5	Does the CMS have the ability for the court user to change a cash bond amount if different than what was set out on the warrant form? (*For instance, sometimes the officer takes less cash than is set. This could be due to the defendant not having enough cash and/or the officer not being able to transport the defendant to jail.*)				
2.9	*Case Notes*				
2.9.1	Does the CMS allow court users to enter unlimited free text, case notes and/or comments regarding a case/person?				
2.9.1a	Can these be locked fields so that once entered cannot be modified? Only new notes made to correct mistakes?				
2.9.2	Does the CMS allow court users to mark specified case notes/comments as "open" or "closed" so that only the "open" records will be part of the court file that is open to the public and that will be printed on a case history report?				
2.9.3	Does the CMS allow a user to make case notes/comments available only to specified users (I.e. prosecutor, judge, administrator, etc.) for viewing? *For example, is it possible for the prosecutors to add case notes/comments regarding plea offers and only allow other prosecutors to see them?*				
2.10	*CMS Miscellaneous*				
2.10.1	Does the CMS allow the court to provide a reason for why a case was closed (warrant purged, death of defendant, appeal to district court, etc.)?				
2.10.2	Does the CMS allow the court user to reopen previously closed cases and retain all notes and actions associated with the case/person?				
2.10.3	Does the CMS allow the court to easily track probation, diversion, and/or other sentencing arrangements?				

2.10.4	Does the CMS allow for attachments to viewed (I.e. e-tickets, mug shots, insurance cards, PDF documents, Word documents, etc.) directly from the person/case?				
2.10.5	Does the CMS allow cases to be expunged and/or sealed?				
2.10.6	Does the CMS allow court users to create mailing lists based on specified criteria? *For instance, does the CMS have a report – or export – to create a mailing list with name, address, city, state, zip, for all defendants with an outstanding warrant in order to create a mail merge for special projects such as amnesty day notifications?*				
2.10.7	Does the CMS have an indicator that notifies the court clerk that the defendant has used a "bad check" in the past?				
2.11	***Please provide a brief explanation of how your CMS will help the city achieve its goals to become more efficient, to comply with state-mandated reporting requirements, to become paperless, and to provide outstanding customer service.***				

3.	FORMS, IMAGING AND RECORDS MANAGEMENT

The new CMS must have the ability to generate many documents automatically (using forms) and a fully integrated imaging component with the ability to provide more efficient records management. Currently, the court uses many forms which are MS Word templates with merge fields. The forms are customizable and can be changed to reflect current law, fees, etc. In most cases after a court document has been created, users are able to open and edit (correct mistakes or add information to documents) and then save them again without creating a duplicate. Additionally, users and defendants are able to sign most documents electronically using signature pads (for defendants) or pre-loaded e-signature images (court staff). Many of the documents are imaged directly to the case while others are manually scanned into a third-party imaging system. This has created an environment where case files are not accessible within one system. This can cause problems with document management, retention, and it creates an extra manual step in the court process. After answering the following questions, please provide a detailed response to how the proposed CMS will help the court achieve its goals to become more efficient and to become paperless.

Sec.	CMS Requirement		Modifications		
	Questions to be answered	**Current CMS [Yes] [No]**	**Vendor to modify [Yes] [No]**	**Fixed cost to modify [Yes] [No]**	**Maint. cost to modify? [Yes] [No]**
3.1	*Forms*				
3.1.1	Does the CMS use Microsoft Word for templates with merge fields to auto-populate specified information?				
3.1.2	Does the CMS allow court staff to make changes to these templates as needed, or add new forms as court processes change?				
3.1.3	Does the CMS allow court users to add free text to the form as it is being generated prior to completing the process?				
3.1.4	Does the CMS allow court staff to make changes to documents once they have been generated? (*For instance, if a mistake was made on a continuance form, would the clerk be able to pull up the document, make the correction, and send it back to the defendant without creating a duplicate continuance notice?*)				
3.1.5	Can documents be edited and "saved as" a new version so that changes can be tracked?				
3.1.6	Some of our documents automatically print. Does the CMS give the court the option to print all documents (or not print them)?				
3.1.7	Does the CMS allow for a quick search of documents attached?				

3.1.8	Does the CMS allow the court to scan documents directly to the case file?				
3.2	*Removed*				
3.3	*Records Management*				
3.3.1	Does the CMS allow forms to be marked as "open" or "closed" and reference the state statute section for closed records?				
3.3.2	Does the CMS allow forms to be marked with retention requirements (5 years vs. 50 years)?				
3.3.3	Does the CMS have the ability to prompt court users when documents are eligible for destruction based upon a user-defined retention schedule?				
3.3.4	Does the CMS allow the court user to generate an "internal case history report" and an "external case history report" that shows information that is open to the public to satisfy the Kansas Open Records Act requirements on the "external" version, but shows all information on the "internal" version?				
3.6.5	Does the CMS allow court users to redact certain information on forms that may not be open to the public (I.e. Social Security Numbers)?				
3.3.6	Does the CMS allow for OCR redaction on standard-formatted forms (so that we don't have to manually redact standard forms)?				
3.3.7	Does the CMS save an "internal" and "external" copy of specified documents so that information can be redacted on the "external" copy, but remain a true copy for "internal" purposes?				
3.3.8	Does the CMS have any connectivity to bar code scanners that can read bar codes on forms, files, folders?				
3.3.9	If yes to 3.3.7, please explain.				
3.4	*Please provide a detailed response to how the proposed CMS will help the court achieve its goals to become more efficient and to become paperless.*				

4.	ELECTRONIC FILING REQUIREMENTS FOR THE STATE OF KANSAS					
The state of Kansas requires electronic submission of certain data by the court. Currently, the court is not able to submit this data electronically and has to fax or mail hard copies of documents to the state. The new CMS must be able to communicate and send the necessary data regarding abstracts, driver's license suspensions, and driver's license reinstatements to the state of Kansas as required by law (More detailed information is included in the attachments). After answering the following questions, please provide a detailed response to how the proposed CMS will help the court achieve its goal to comply with state-mandated reporting requirements.						
Sec.	**CMS Requirement**		**Modifications**			
	Questions to be answered	**Current CMS [Yes] [No]**	**Vendor to modify [Yes] [No]**	**Fixed cost to modify [Yes] [No]**	**Maint. cost to modify? [Yes] [No]**	
4.1	*Electronic Filing*					
4.1.1	Does the CMS allow for electronic filing of all convictions, abstracts, Driver's License suspensions, and Driver's License reinstatements to the Kansas Department Revenue - Motor Vehicle Division?		**Mandatory**			
4.1.2	Does the CMS allow the court to maintain an electronic copy of the convictions, abstracts, Driver's License suspensions, and Driver's License reinstatements after the data is sent ~~state~~?					
4.1.3	Does the CMS provide an indicator showing when/what data was transmitted to the state and the date it was processed?					
4.1.4	Does the CMS allow the court to correct errors on the abstracts, Driver's License suspensions, and Driver's License reinstatements and re-send to the state?					
4.2	*Please provide a detailed response to how the proposed CMS will help the court achieve its goal to comply with state-mandated reporting requirements.*					

5.	REPORTS				

Reporting is a critical feature of any CMS. In order to make data-driven decisions, the necessary data must be accurately available. The court must also be able to easily and quickly generate custom reports. Although the list of reports below seems exhaustive, it is not. The court relies on accurate reports for daily balancing and depositing of money collected; tracking activity for monthly and annual reports; tracking performance through productivity reports; preparing dockets each day; reporting mandatory information to the state, and researching data for other departments and entities. After answering the following questions, please provide a detailed response to how the proposed CMS will help the court achieve its goals to become more efficient, to comply with state-mandated reporting requirements, to become paperless, and to provide outstanding customer services. Please also provide more details on the reporting capabilities offered by the proposed CMS.

Sec.	CMS Requirement		Modifications		
	Questions to be answered	Current CMS [Yes] [No]	Vendor to modify [Yes] [No]	Fixed cost to modify [Yes] [No]	Maint. cost to modify? [Yes] [No]
5.1	*Financial Reports***: Can the CMS generate reports with the following data?**				
5.1.1	Court Balancing Daily Report				
5.1.2	Daily receipts				
5.1.3	Daily payment disbursements				
5.1.4	Outstanding balances by fine/fee type				
5.1.5	Outstanding cash bonds				
5.1.6	Total amount in collections/Debt-set off				
5.1.7	Total amount received from collections/Debt-set off				
5.1.8	Amounts submitted to collections/Debt-set off vs. actually collected (show % collected of that amount submitted for specified date range with case/ticket number, defendant name, amount due, date sent to collections, amount collected, balance due				
5.1.9	Total amount collected by cost code				
5.1.10	Total amount of restitution collected vs. ordered (to include case/ticket number, defendant name, amount ordered, date ordered, amount collected, balance due, and next court date)				
5.2	*Activity Reports: Can the CMS generate reports with the following data by date or other criteria?*				
5.2.1	# of cases filed by type (traffic, criminal, ordinance, commercial vehicle)				
5.2.2	# of charges by type				
5.2.3	Average # of charges per ticket/case				
5.3.4	# of cases set for arraignment				
5.2.5	# of citations issued by officer				
5.2.6	# of cases set for trial				
5.2.7	# of guilty/no contest/not guilty pleas entered by defendant				

5.2.8	# of guilty/no contest/not guilty dispositions				
5.2.9	# of cases dismissed by the judge/prosecutor				
5.2.10	# of diversions granted				
5.2.11	# of probation granted				
5.2.12	# of cases on diversion, include diversion end-date				
5.2.13	# of cases on probation, include probation end date				
5.2.14	# of cases by case status and/or sub-status				
5.2.15	# of warrants issued/outstanding/ recalled/set-aside/served				
5.2.16	# of hours of community service				
5.2.17	# cases in collections with amounts (collected and outstanding)				
5.2.18	# of appeals filed in district court				
5.2.19	# of cases expunged				
5.2.20	# of cases assigned to a public defender				
5.2.21	# of cases on a payment plan				
5.2.22	Amount of restitution collected				
5.2.23	# of payments made online				
5.2.24	Dispositions by offense type by date range				
5.3	***Removed***				
5.4	***Dockets: Can the CMS generate reports with the following data?***				
5.4.1	Docket reports for various dockets to include a preliminary, final and courtroom versions for each				
5.4.2	Ability to customize the information that displays on the docket reports (PROVIDE SAMPLE)				
5.5	***State Reports: Can the CMS generate reports with the following data?***				
5.5.1	State Fee Assessment Monthly Report (attached)		**Mandatory**		
5.5.2	State Caseload Summary Annual Report (attached)				
5.6	***Miscellaneous and Custom Reports: Can the CMS generate reports with the following data?***				
5.6.1	Court Monthly Report				
5.6.2	Court Annual Report				
5.6.3	Audit report by case/ticket number showing case/ticket number, defendant name, DL# and state, charge(s), violation date, case status, fees, fines, payments made with receipt number, balance due, and next court date (if applicable)				
5.6.4	Does the CMS allow the court to generate custom reports easily and quickly?				
5.6.4.a	If yes to 5.6.4, what format does the CMS utilize to create reports (crystal reports, etc.)?				
5.6.5	Can the data on all reports be exported to multiple applications (I.e. MS Word, Adobe Acrobat, Excel, etc.)?				

5.7	*Please provide a detailed response to how the proposed CMS will help the court achieve its goals to become more efficient, to comply with state-mandated reporting requirements, to become paperless, and to provide outstanding customer services. Please also provide more details on the reporting capabilities offered by the proposed CMS.*

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6.   INFORMATION TECHNOLOGY

The current information technology environment at Roeland Park Municipal Court consists of the following:

Internet
- *Internet (ISP) speed: gigabit fiber*
- *Firewall Policies in effect*

Workstations
- *Windows 7 Professional and Windows 10 Professional*
- *Network Protocol: TCP/IP*
- *Network Connection Speeds: 100/1000MB*

Will your Software work with these specifications?

6. MAINTENANCE AND SUPPORT

Please provide information about maintenance and support offerings.

a) **How would you propose to support court staff and Information Technology staff in terms of maintenance and support of the CMS?**

b) **Please describe your problem escalation process, including:**

- **Initial problem identification:**

- **Triage for priority and severity of problem:**

- **Steps for resolving problem escalation when a solution is not forthcoming or an implemented solution is unsatisfactory:**

- **Final authority regarding conflicts:**

c) **Do you have the ability to use a VPN to access a court computer to troubleshoot issues?**

d) **Please describe the change request processing procedures and policies that you currently use.**

e) **Do the annual maintenance fees entitle the city to upgrades and enhancements with no added costs and/or fees?**

f) **Describe how the City will be notified of updates and modifications.**

7. INTERFACE WITH OTHER APPLICATIONS

Please review and provide information relative to the ability of the CMS to interface with existing programs and databases maintained by the City and those maintained by a third party:

Email integration (City currently uses Outlook 365

Online payments (City currently contracts with Forte Payments to provide this service.)

Collections (City currently contracts with the CBK, a private collection agency and the State of Kansas' Debt Set-Off Program, which is used to collect outstanding debts through the sequestration of state income taxes.)

Thermal Receipt Printers (City currently uses thermal receipt printers in the clerks area for receipts, continuances, and payment plans. The printer is an Epson Model M63UA.)

Financial System – City intends to use Citizen Serve to manage financials and would like the option to integrate with the CMS or create a patch.

8. IMPLEMENTATION PLAN

This section is to include a detailed implementation plan for installation and testing of the new CMS. This should include specific items that are required from the court as well as a turn-key project plan with key dates and milestones to reflect the amount of time it would take to begin and complete the project.

Installation Plan

Testing Plan

Turn-key Project Plan and Schedule (include key dates and milestones)

9. EDUCATION AND TRAINING

In this section the vendor is to provide a proposed plan for education and training including the anticipated number of hours, and the location where the training is to take place.

Please provide a detailed narrative of the proposed educational and training plan.

How long will training take place?

Who will set-up the new CMS and what type of impact will it have on current court operations?

Where will the training be located?

Is there an online training option?

Do you provide manuals (printed or electronic)?

Do you offer a help line? If so, what hours is it staffed?

Is the training included in the cost of the proposal?

Is ongoing support included in the cost of the proposal? If so how much per year? If there is an additional cost, please outline.

Please provide three references (name and contact information) who can confirm their experiences with the training provided by your team.

1.

2.

3.

10.   PRICING

In this section the vendor shall provide detailed cost information for the proposed CMS. This section, at a minimum, shall include a total of ALL costs for each category listed below. If there are costs associated with categories or services that <u>are not listed below</u> please add them to the list along with the cost. Pricing information included in other sections of the RFP response must be incorporated into this section. "Optional" costs must be clearly marked as such in the columns provided. Cost shall be provided for the complete turn-key solution.

PRICING			**Optional Items**	
	One-time Cost	**Annual Cost**	**One-time Cost***	**Annual Cost**
Software/Software Licensing (Itemize below, if any)				
Software Support/Maintenance (Itemize below, if any)				
Hardware (Itemize below, if any)				
Hardware Support/Maintenance (Itemize below, if any)				
Service/Maintenance Agreements (Itemize below, if any)				
Training and Education				
Installation				

Fully Mapped Data and Imaging Conversion				
Updates				
Documentation				
TOTAL COST				
Additional Option:				
Cost to add a collections module to the system if applicable				
License for additional users				

*Include all pertinent details about any optional pricing components below:

11.   KEY ISSUES AND CONSIDERATIONS

This section is to include any key issues and/or factors the City should consider in selecting and implementing the proposed CMS.

Please provide a response below:

ATTACHMENTS

Attachment A – State Fee Assessment Monthly Report
Attachment B – State Caseload Summary Annual Report

| Item Number: | DISCUSSION ITEMS- II.-2. |
| Committee Meeting Date: | 1/22/2019 |

City of Roeland Park
Action Item Summary

Date:	1/8/2019
Submitted By:	Kelley Bohon
Committee/Department:	Admin.
Title:	**Committee Appointment and Reappointments**
Item Type:	Other

Recommendation:

All of the individuals shall be nominated by the Mayor and approved by the City Council. The terms of all members shall be for one year beginning January 1st of each year. In the event a vacancy should occur during the term of any member, his or her successor shall be appointed in the same manner for the unexpired portion of the term.

To reappoint and or appoint:
Arts Advisory Committee (Expires 12/31 of each year)
At Least 3 Members - 2 Residents, 1 Council
Lynda Leonard
Moffett Ferguson
David Avery
Marek Gliniecki
George Schlegel
Board of Zoning Appeals (3 year terms)
Courtney Craig
Community Events Committee (Expires 12/31 of each year)
Up to 10, 8 Members - 6 Residents, 2 Council
Christina Avery
Community Foundation Advisory Committee (Expires 12/31 of each year)
(2 Year Term)
Judy Orth
Parks/Tree Advisory Committee (Expires 12/31 of each year)
At Least 5 Members - 4 Residents, 1 Council
Tyler Steele
Sustainability Committee (Expires 12/31 of each year)
5 Members - 4 Residents, 1 Council

Planning Commission (3 year terms)
Darren Nielsen
Paula Gleason

Details:

Committee Appointment and Reappointment Process

1. Staff will send out a list of all appointments to the Governing Body and all appointees whose term is set to expire around the beginning of the fourth quarter.

2. Appointees wishing to be re-appointed shall let their intentions be known to the appropriate appointing authority (ie: Mayor or Governing Body Ward Representatives)

3. Candidates interested in appointment shall complete the interest form found online, as well as submit a current resume to the City Clerk.

4. If an incumbent candidate is not re-appointed they will be notified by the appointing authority before the council meeting at which their replacement will be approved.

5. Once a position has been filled by council action, the new appointee will be contacted by the City Clerk and provided with an orientation packet regarding their service.

6. The contact list will also be sent out whenever an update is made to that document.

Notes:
Timing of appointments: Timing of Appointments are set by ordinance, ie: Parks, Arts, Sustainability are set as a 1 year term; Board of Zoning and Planning Commission have 3 year terms. Schedule of appointment is maintained by the City Clerk's office.

How does item relate to Strategic Plan?

Engages the public in community events and decision making.

How does item benefit Community for all Ages?

Provides perspective in decision making from a wide range of age groups.

ATTACHMENTS:

	Description	Type
🗋	Christina Avery	Cover Memo
🗋	Volunteer Applications	Cover Memo

Committee Volunteer Application

wordpress@roelandpark.net on behalf of City of Roeland Park-Volunteer Form

Thu 2/15/2018 9:34 AM

To:Bohon, Kelley <kbohon@roelandpark.org>;

📎 1 attachments (433 KB)

ChristinaAvery_resume_June2017.pdf;

Committee Volunteer Application Form

Email:	ı
Date:	02/15/2018
Name:	Christina D Avery
Daytime Phone Number:	
Evening Phone Number:	
Address:	4500 Sycamore Drive Roeland Park, KS 66205 United States of America
Place of Employment:	Quest Diagnostics
How long have you been a resident of Roeland Park?:	7 years
How much time do you have to devote per month?:	5-10 hours at least, could do more if needed
Briefly describe why you are interested in serving on a Board/Committee for the City of Roeland Park:	I would like to participate with the events committee because I love to plan events and parties. I think it would be an interesting way to help the community and a good way to use my skills.
Select which Board or Committees you are interested in serving on: (only one per application):	Events
Additional, comments: (If any):	Please note: my resume is slightly out of date as I no longer work for RSM. I have been at Quest Diagnostics as a financial analyst since August 2017.
File Upload:	http://www.roelandpark.net/wordpress/wp-content/uploads/ChristinaAvery_resume_June2017.pdf

Committee Volunteer Application

wordpress@roelandpark.net on behalf of City of Roeland Park-Volunteer Form

Fri 11/4/2016 9:51 PM

To: Bohon, Kelley <kbohon@roelandpark.org>;

📎 1 attachments (78 KB)

ljl-Resume1-11216.pdf;

Committee Volunteer Application Form

Email:	
Date:	11/04/2016
Name:	Lynda J Leonard
Daytime Phone Number:	
Evening Phone Number:	
Address:	4921 Southridge Drive Roeland Park, KS 66205 United States of America
Place of Employment:	Lynda Leonard Studio
How long have you been a resident of Roeland Park?:	1 year
How much time do you have to devote per month?:	4921 Southridge Drive
Briefly describe why you are interested in serving on a Board/Committee for the City of Roeland Park:	I am interested in the Art Committee. I am an artist, have a MA degree in Ceramics/Sculpture and Jewelry from Fort Hays State University. A BFA in Ceramics, Jewelry from Emporia State University. I bought the house built in 1920 because it has a wonderful area that is my art studio. I was active with the Hays Arts Council when I had my gallery/studio in Hays and very much want to be part of the Roeland Park community and support is with the broad experience and training I have in the arts. I also worked in several of the art galleries in Santa Fe, NM when I lived there in the 1990's.
Select which Board or Committees you are interested in serving on: (only one per application):	Arts
Additional, comments: (If	

Committee Volunteer Application

wordpress@roelandpark.net on behalf of
City of Roeland Park-Volunteer Form <kbohon@roelandpark.org>

Mon 10/19/2015 12:59 PM

To: Bohon, Kelley <kbohon@roelandpark.org>;

Committee Volunteer Application Form

Email:	
Date:	10/19/2015
Name:	Moffett Ferguson
Daytime Phone Number:	
Evening Phone Number:	
Address:	4721 W. 55th Street Roeland Park, KS 66205 United States of America
Place of Employment:	KU Medical Center
How long have you been a resident of Roeland Park?:	14 years
How much time do you have to devote per month?:	Hour or two per month
Briefly describe why you are interested in serving on a Board/Committee for the City of Roeland Park:	Just re-upping....already on the Arts Advisory Committee.
Select which Board or Committees you are interested in serving on: (only one per application):	Arts
Additional, comments: (If any):	
File Upload:	
HTML:	

This email was built and sent using Visual Form Builder.

Committee Volunteer Application

wordpress@roelandpark.net on behalf of City of Roeland Park-Volunteer Form

Wed 1/11/2017 9:22 PM

Inbox

To: Bohon, Kelley <kbohon@roelandpark.org>;

Committee Volunteer Application Form

Email:	
Date:	
Name:	David Avery
Daytime Phone Number:	
Evening Phone Number:	
Address:	4500 Sycamore Dr Roeland Park, KS 66205 United States of America
Place of Employment:	
How long have you been a resident of Roeland Park?:	6+ years
How much time do you have to devote per month?:	Variable
Briefly describe why you are interested in serving on a Board/Committee for the City of Roeland Park:	I'm a 30-year old art director and I want to do what I can to give back to my community by volunteering with the arts committee. I want to help Roeland Park continue to find a way to carve out a unique identity among its neighbors in NEJC.
Select which Board or Committees you are interested in serving on: (only one per application):	Arts
Additional, comments: (If any):	
File Upload:	
HTML:	

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Committee Volunteer Application

wordpress@roelandpark.net on behalf of
City of Roeland Park-Volunteer Form <kbohon@roelandpark.org>

Wed 2/10/2016 4:05 PM

To: Bohon, Kelley <kbohon@roelandpark.org>;

Committee Volunteer Application Form

Email:	
Date:	02/10/2016
Name:	Marek Gliniecki
Daytime Phone Number:	
Evening Phone Number:	
Address:	5229 Reinhardt Drive Roeland Park 66205
Place of Employment:	Z M Gliniecki& Associates
How long have you been a resident of Roeland Park?:	30 years
How much time do you have to devote per month?:	10 Hours
Briefly describe why you are interested in serving on a Board/Committee for the City of Roeland Park:	I want to contribute to my City and community. I enjoy the arts and helping the City be the best it can be.
Select which Board or Committees you are interested in serving on: (only one per application):	Arts
Additional, comments: (If any):	
File Upload:	
HTML:	

This email was built and sent using Visual Form Builder.

Committee Volunteer Application

wordpress@roelandpark.net on behalf of City of Roeland Park-Volunteer Form

Fri 11/4/2016 9:56 AM

To: Bohon, Kelley <kbohon@roelandpark.org>;

📎 1 attachments (75 KB)
Resume_Courtney-Craig.pdf;

Committee Volunteer Application Form

Email:	
Date:	11/4/2016
Name:	Courtney Craig
Daytime Phone Number:	
Evening Phone Number:	
Address:	5215 Juniper Dr. Roeland Park, KS 66205 United States of America
Place of Employment:	The Condado Group
How long have you been a resident of Roeland Park?:	11 Years
How much time do you have to devote per month?:	15 Hours but more as needed
Briefly describe why you are interested in serving on a Board/Committee for the City of Roeland Park:	I believe Roeland Park is at a critical point as a city. With a reprieve from the possibly devastating Walmart move now a reality, Roeland Park must decide what it's future will be. A city that is a pass through city continuously dependent on a couple of large box retailers for revenue or to create an appealing city hearkening to what it once was as a community with appeal to all of Johnson County. In my eleven years I have become increasingly concerned with the state of properties in Roeland Park, businesses that have been attracted to the city. As the city faces the development of the East/West Cloverleafs it is a critical point where decisions must be put into place that makes Roeland Park no longer a city to be passed by on the way to the Plaza but rather a stopping point.
Select which Board or Committees you are interested in serving on: (only one per application):	Board of Zoning Appeals

Committee Volunteer Application

📎 1 attachments (433 KB)

ChristinaAvery_resume_June2017.pdf;

Committee Volunteer Application Form

Email:	ˈ
Date:	02/15/2018
Name:	Christina D Avery
Daytime Phone Number:	
Evening Phone Number:	
Address:	4500 Sycamore Drive Roeland Park, KS 66205 United States of America
Place of Employment:	Quest Diagnostics
How long have you been a resident of Roeland Park?:	7 years
How much time do you have to devote per month?:	5-10 hours at least, could do more if needed
Briefly describe why you are interested in serving on a Board/Committee for the City of Roeland Park:	I would like to participate with the events committee because I love to plan events and parties. I think it would be an interesting way to help the community and a good way to use my skills.
Select which Board or Committees you are interested in serving on: (only one per application):	Events
Additional, comments: (If any):	Please note: my resume is slightly out of date as I no longer work for RSM. I have been at Quest Diagnostics as a financial analyst since August 2017.
File Upload:	http://www.roelandpark.net/wordpress/wp-content/uploads/ChristinaAvery_resume_June2017.pdf

FW: dlmootz@roelandpark.org

Bohon, Kelley

Mon 12/29/2014 4:42 PM

To: Bohon, Kelley <kbohon@roelandpark.org>;

Committee Volunteer Application Form

Email:	
Date:	12/23/2014
Name:	Tyler Steele
Daytime Phone Number:	
Evening Phone Number:	
Address:	4917 Rosewood DR Roeland Park, Kansas 66205 United States of America
Place of Employment:	University of Kansas Hospital
How long have you been a resident of Roeland Park?:	5 years
How much time do you have to devote per month?:	20 hours
Briefly describe why you are	I would like to be a representative for Ward 1 on the Roeland Park's Parks Committee. Nall Park resides in Ward 1, and would like to be an advocate for making improvements

interested in serving on a Board/Committee for the City of Roeland Park:	to Nall Park. I'm excited about the development of the Turkey Creek Streamway Trail and creating an extension to Nall Park. I see potential in constructing single track mountain bike/hiking trails within Nall Park taking advantage of the park's naturally wooded and hilly terrain. I am also an active member of the Kansas City Metro Bicycle Club and it's Race Team, and feel that my network of contacts with the club's members would be an asset in achieving a project like this. Our club and members constructed a single track mountain biking trail in Leawood Park a couple of years ago. The success of that has led way to the development of a pump track in the park. Construction has recently began on that project.
	Beyond making improvements to Nall Park. I also have been looking for a way to be more actively engaged in my local neighborhood community. I feel serving on the City's Parks Committee would be great way to stay engaged with the community while working on something I truly am interested and passionate in seeing be improved and maintained.
	Thanks for your consideration.
Select which Board or Committees you are interested in serving on: (only one per application):	Parks
Additional, comments: (If any):	
File Upload:	

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Committee Volunteer Application

wordpress@roelandpark.net on behalf of
City of Roeland Park-Volunteer Form <kbohon@roelandpark.org>

Thu 10/8/2015 5:13 PM

To:Bohon, Kelley <kbohon@roelandpark.org>;

Committee Volunteer Application Form

Email:	_____nichols.com
Date:	10/08/2015
Name:	Paula Gleason
Daytime Phone Number:	
Evening Phone Number:	
Address:	3606 W 50th Street Roeland Park, Kansas 66205 United States of America
Place of Employment:	Reece Nichols
How long have you been a resident of Roeland Park?:	Since 2004
How much time do you have to devote per month?:	Several hours
Briefly describe why you are interested in serving on a Board/Committee for the City of Roeland Park:	I have been serving on the Planning Commission for the past several years and have enjoyed that. As a realtor, I think I can bring a valuable perspective to the BZA.
Select which Board or	Board of Zoning Appeals

Committees you are interested in serving on: (only one per application):	
Additional, comments: (If any):	I couldn't get my Word Doc resume to load, so I've copied the content below.
File Upload:	
HTML:	**Paula Gleason 3606 W 50th Street Roeland Park, KS 66205** 913-908-9078 pgleason@reeceandnichols.com **Realtor – Reece Nichols** October 2007 – Present (8 years 1 month) 7600 State Line Road, Prairie Village, KS 66208 Licensed Realtor in KS & MO. I represent buyers, sellers and investors in their real estate transactions. My job is to provide my clients with the best representation and counsel on their home buying and selling needs while projecting a calm and professional interface to the co-op agent. Honesty, Integrity and Trustworthiness are foundation of my business. **Senior Marketing Rep - IBM** January 1992 – December 1998 (7 years) Winston Salem, North Carolina Technical marketing and business consultation to Fortune 500 Companies **System's Engineer - IBM** January 1985 – December 1991 (7 years) KC & Greensboro North Carolina Systems Implementation and Planning for Fortune 500 Companies. Technical expertise in Large Systems Mainframes, Printers and Mid-Range system.

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Committee Volunteer Application

Committee Volunteer Application Form

Email:	
Date:	10/21/2015
Name:	Darren Nielsen
Daytime Phone Number:	
Evening Phone Number:	
Address:	5204 Birch Roeland Park, KS 66205 United States of America
Place of Employment:	HNTB
How long have you been a resident of Roeland Park?:	Since 2004 (11 yrs)
How much time do you have to devote per month?:	Varies due to travel (4-16 hrs)
Briefly describe why you are interested in serving on a Board/Committee for the City of Roeland Park:	I have been practicing Architecture in the Kansas City area for over 18 years. Most of my projects area located across the country. I see the Planning Commission as a chance to make an impact on the built environment where my family lives.
Select which Board or Committees you are interested in serving on: (only one per application):	Planning Commission
Additional, comments: (If any):	
File Upload:	
HTML:	

This email was built and sent using Visual Form Builder.

City of Roeland Park
Action Item Summary

Date: 12/26/2018
Submitted By: Staff
Committee/Department: Admin.
Title: **Committee Liaisons Appointments**
Item Type: Other

Recommendation:

To appoint annual city liaisons appointments to:

MARC - Bike & Pedestrian 2 council members
MARC - First Tier Suburbs 2 council members
Stormwater Management Advisory Council 1 council member
47th & Mission Road Steering Committee 2 city council members and 1 alternative

These are annual council appointments.

Details:

MARC - Bike & Pedestrian
The Bicycle-Pedestrian Advisory Committee (BAC) reviews the bicycle and pedestrian element of the Metropolitan Transportation Plan. It helps to promote regional bicycle guidelines for the planning, design and construction of facilities.

BPAC also suggests ways for MARC to promote development of bicycle and pedestrian facilities as well as seek to increase bicycle and pedestrian transportation in the region.Committee members Meetings and Activities

The BPAC committee meets regularly on the second Wednesday of each odd-numbered month at 1:30p.m. Meetings are generally held in the MARC offices, 600 Broadway, Suite 200, Kansas City, MO. All meetings are listed on the MARC calendar and are open to the public.Next meeting: March 14.
http://www.marc.org/Transportation/Committees/Transportation-Committees/Bike-Ped-Advisory-Council.html

MARC - First Tier Suburbs

First suburbs are communities where a majority of the housing was built shortly after World War II and limited amounts of undeveloped land exist within the city's boundaries. These communities face common issues related to the age of their private and public infrastructure and their lack of green fields for development. However, they also have a number of assets including strong leadership, strong community institutions and excellent geographic location.
http://www.marc.org/Community/First-Suburbs-Coalition.html

Stormwater Management Advisory Council

The Board of County Commissioners adopted Board Resolution No. 76-90—creating the Johnson County Stormwater Management Advisory Council (SMAC). SMAC is an advisory group composed of one appointed representative for each of Johnson County 's 20 cities as well as non-voting members from the four surrounding counties, Kansas City , MO , and the Mid-America Regional Council. SMAC primarily operates as an advisory body to the Board of County Commissioners and performs the following functions:

- Review recommendations of the Stormwater Management Program
- Make recommendations to the Board of County Commissioners

In addition, SMAC provides the mechanism to complete the following efforts:

- Ensure the stormwater funds collected through the 0.1 percent sales tax levy are consistently applied using the same rational basis without concern for jurisdictional and political boundaries.
- Use the stormwater funds collected through the 0.1 percent sales tax levy to correct the more severe flooding problems throughout the County with cost-effective solutions.
- Provide a think-tank to consider new and innovative ways to properly manage stormwater

https://www.jocogov.org/dept/public-works/stormwater-management/about-smp/advisory-council

47th & Mission Road Steering Committee

Every Other Month, 3rd Friday (except in May, 1st Friday)
(16-1602) The mayor shall appoint three members to the committee, with the advice and consent of the city council, and consistent with the qualifications of the Committee. The Committee's preference is one Council Member/Mayor, one Planning Commissioner and one business owner in the corridor. Terms of office are three years. Committee members shall serve their full term, or until a successor is appointed. Committee members may be appointed to more than one successive term. The Committee is responsible for ensuring design standards established within the overlay district and adopted by the Cities of Westwood, Kansas City, Kansas and Roeland Park are met. The Committee reviews any development proposals that occur the corridor and provide recommendations to the developers on appropriate changes and will provide their recommendation to the Planning Commission and Council of the jurisdiction in which the development resides.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?