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## **BOARD OF COUNTY COMMISSIONERS**

**September 20, 2022**

### **OPEN SESSION AGENDA**

- 10:00 AM      MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE  
CALL TO ORDER, *President Jeffrey A. Cline*  
APPROVAL OF MINUTES: *September 13, 2022*
- 10:05 AM      COMMISSIONERS' REPORTS AND COMMENTS
- 10:15 AM      STAFF COMMENTS
- 10:20 AM      CITIZEN PARTICIPATION
- 10:30 AM      UPDATE FROM RITCHIE REVIVAL  
*Susan Grimes, Director, Business Development; John Krumpotich, Owner/Conservator Ritchie Revival; Landon Grove, Director, Ritchie History Museum*
- 10:40 AM      SOLE SOURCE PROCUREMENT AWARD (PUR-1582) – MUNIS SOFTWARE (UTILITY BILLING) SUPPORT  
*Rick Curry, Director, Purchasing; Josh O'Neal, Director, Information Systems*
- 10:45 AM      CLOSED SESSION - *(To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals)*
- 1:15 PM              RECONVENE IN OPEN SESSION

ADJOURNMENT



## Agenda Report Form

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### Open Session Item

**SUBJECT:** Update from Ritchie Revival

**PRESENTATION DATE:** Tuesday, September 20, 2022

**PRESENTATION BY:** Susan Grimes, Director, Department of Business Development, John Krumpotich, Owner/Conservator Ritchie Revival and Landon Grove, Director of the Ritchie History Museum

**RECOMMENDED MOTION:** N/A

**REPORT-IN-BRIEF:** Since purchasing the property in 2019, John Krumpotich, owner and conservator of the former Fort Ritchie base, has been energetically redeveloping the historic property. Mr. Krumpotich would like to highlight successes of community events and the economic growth of the once vacated property.

**DISCUSSION:** The presentation will also entail the Fort's overlay of a Foreign Trade Zone (FTZ) and its increasing ability to be a major economic driver in Western Maryland. Mr. Krumpotich would also like to showcase the historic preservation efforts; tourism to Washington County created by Camp Ritchie Museum (501c3). Lastly, information about a major television production, future endeavors and goals will be shared.

**FISCAL IMPACT:** N/A

**CONCURRENCES:** N/A

**ALTERNATIVES:** N/A

**ATTACHMENTS:** N/A

**AUDIO/VISUAL NEEDS:** Yes – Power Point Presentation



Agenda Report Form

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Open Session Item

**SUBJECT:** Sole Source Procurement Award (PUR-1582) – Munis Software (Utility Billing) Support

**PRESENTATION DATE:** September 20, 2022

**PRESENTATION BY:** Rick F. Curry, CPPO, Director of Purchasing; Josh O’Neal, Division Director of Information Systems

**RECOMMENDED MOTION:** Move to authorize, a Sole Source Procurement of software support from Tyler Technologies of Dallas, TX for use by the Office of Budget & Finance and others in the amount of \$237,334 (software licensing and support fees).

**REPORT-IN-BRIEF:** The Purchasing Department received a request from the Division of Information Systems regarding the procurement for the annual software support. The Division of Information Systems wishes to apply Sections 1-106.2(a)(1) & (2) of the Code of Local Public Laws of Washington County, Maryland, to the procurement requested. These sections state that a sole source procurement is authorized and permissible when: (1) Only one source exists that meets the County’s requirements and (2) The compatibility of equipment, accessories, or replacement parts is the paramount consideration.

The software support being recommended for renewal has expanded and enhanced the County Treasurer’s Maryland Real Estate and Personal Property Tax Management system. The current software components replaced the County’s old utility billing system, which was retired by Oracle/PeopleSoft in 2007. The current software system consolidated general billing operations under one centralized cashing and remitting system across the enterprise and provides a comprehensive citizen web portal with 24/7 access to tax and billing information.

This request requires the approval of four of the five Commissioners in order to proceed with a sole source procurement. If approved, the following remaining steps of the process will occur as outlined by the law: 1) Not more than ten (10) days after the execution and approval of a contract under this section, the procurement agency shall publish notice of the award in a newspaper of general circulation in the County and 2) An appropriate record of the sole source procurement shall be maintained as required.

**DISCUSSION:** N/A

**FISCAL IMPACT:** Funding for this procurement is budgeted in the department’s software account 10-11000.

**CONCURRENCES:** N/A

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Price Proposal from Tyler Technologies dated September 2, 2022.

**AUDIO/VISUAL TO BE USED:** N/A



Quoted By: Steve Simmons  
 Quote Expiration: 09/30/22  
 Quote Name: Washington County - ERP - SaaS  
 Quote Description: SaaS  
 SaaS Term: 3.00

**Sales Quotation For:**

Washington County  
 100 W. Washington Street  
 Hagerstown MD 21740  
 Phone: +1 (240) 313-2262

**Tyler SaaS and Related Services**

Description	Qty	Imp. Hours	Annual Fee
<b>Revenue Management</b>			
Accounts Receivable	1	0	\$ 23,445
General Billing	1	0	\$ 7,663
Tax Billing	1	0	\$ 65,184
Tax Sale	1	0	\$ 23,905
Tyler Cashiering	1	0	\$ 21,649
UB Interface	1	0	\$ 3,883
Utility Billing CIS	1	0	\$ 11,808
<b>Civic Services</b>			
Citizen Self Service	1	0	\$ 14,119
<b>Document Management</b>			
Tyler Content Manager SE	1	0	\$ 21,179
<b>Data Insights</b>			
Munis Office	1	0	\$ 10,354
Role Tailored Dashboard	1	0	\$ 10,354
<b>Additional</b>			
Tyler Forms Processing	1	0	\$ 8,791

<b>Subscription Fees</b>			
Concurrent Users	15	0	\$ 15,000
<b>TOTAL</b>		<b>0</b>	<b>\$ 237,334</b>

**Professional Services**

Description	Quantity	Unit Price	Extended Price	Maintenance
PACE Upgrade Assistance: Remote - Per Day	64	\$ 185	\$ 0	\$ 0
Project Planning Services	1	\$ 11,867	\$ 11,867	\$ 0
<b>TOTAL</b>			<b>\$ 11,867</b>	<b>\$ 0</b>

**3rd Party Hardware, Software and Services**

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Unit Maint/SaaS Discount	Total Maint/SaaS
VPN Device	1	\$ 4,000	\$ 0	\$ 4,000	\$ 0	\$ 0	\$ 0
<b>TOTAL</b>				<b>\$ 4,000</b>			<b>\$ 0</b>

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 237,334
Total Tyler Services	\$ 11,867	\$ 0
Total Third-Party Hardware, Software, Services	\$ 4,000	\$ 0
<b>Summary Total</b>	<b>\$ 15,867</b>	<b>\$ 237,334</b>
<b>Contract Total</b>	<b>\$ 727,869</b>	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held

For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ P.O.#: \_\_\_\_\_

*All Primary values quoted in US Dollars*

**Tyler Annual Discount Detail (Excludes Optional Products)**

Description	Annual Fee	Annual Fee Discount	Annual Fee Net
<b>Revenue Management</b>			
Accounts Receivable	\$ 23,445	\$ 0	\$ 23,445
General Billing	\$ 7,663	\$ 0	\$ 7,663
Tax Billing	\$ 65,184	\$ 0	\$ 65,184
Tax Sale	\$ 23,905	\$ 0	\$ 23,905
Tyler Cashiering	\$ 21,649	\$ 0	\$ 21,649
UB Interface	\$ 3,883	\$ 0	\$ 3,883
Utility Billing CIS	\$ 11,808	\$ 0	\$ 11,808
<b>Civic Services</b>			
Citizen Self Service	\$ 14,119	\$ 0	\$ 14,119
<b>Subscription Fees</b>			
Concurrent Users	\$ 15,000	\$ 0	\$ 15,000
<b>Data Insights</b>			
Munis Office	\$ 10,354	\$ 0	\$ 10,354
Role Tailored Dashboard	\$ 10,354	\$ 0	\$ 10,354
<b>Document Management</b>			

Tyler Content Manager SE	\$ 21,179	\$ 0	\$ 21,179
Additional			
Tyler Forms Processing	\$ 8,791	\$ 0	\$ 8,791
<b>TOTAL</b>	<b>\$ 237,334</b>	<b>\$ 0</b>	<b>\$ 237,334</b>

## Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - 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, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.



Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler Content Manager SE includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$5,000 per TB.

The SaaS fees for products that are not named users are based on 15 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.

State Tax includes Tyler Forms Library - State Tax - 5 Forms.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Munis form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers. Any forms included in this quote are based on the standard form templates provided. Custom forms, additional forms and any custom programming are subject to additional fees not included in this quote. The additional fees would be quoted at the time of request, generally during the implementation of the forms. Please note that the form solution provided requires the use of approved printers. You may contact Tyler's support team for the most current list of approved printers.

Utility billing library includes: standard Utility bill, standard UB receipt, standard UB delinquent notice, standard door hanger and standard final utility bill.

Upgrade PM Assistance: Includes 2 days of PM services per month. PM services include delivery and management of upgrade project plan, internal coordination of Tyler resources, and scheduled bi-weekly status calls to review the upgrade project. Upgrade PM Assistance does not include training or access to a Tyler Subject Matter Expert, as such, enrollment in PACE is strongly recommended to complement this service. Without additional services, clients are responsible for developing and executing upgrade test scenarios as well as conducting internal training for staff. Minimum service duration is 4 months, and clients may choose to extend this service by purchasing additional months (2 days per) at the then-current price.