

CASE MANAGEMENT SOFTWARE SELECTION
FOR
OVERLAND PARK MUNICIPAL COURT

INSTITUTE FOR COURT MANAGEMENT
COURT EXECUTIVE DEVELOPMENT PROGRAM
PHASE III PROJECT
MAY 1998

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1. ABSTRACT

This document is a case study of the process of selecting new case management software for Overland Park Municipal Court. The goal of the selection process is to purchase a new automated court system, which is the most comprehensive and effective match for the current and anticipated operation of our court business. Before beginning this process the Project Team made a decision to focus on “market shopping” more heavily than “problem solving”. We determined that searching for a software package that would serve to correct our existing limitations would narrow the scope of the project. Instead we chose to gather as much information as possible about all available products with the hope of being introduced to new and improved ways of doing business in our court.

The goal of this case study is to provide a guided tour of the process of selecting an automated case management system. Many courts of similar size face the issue of being unable to progress operationally without technological advancement. For the benefit of decision-makers in any court experiencing this issue, this case study will provide a recommended process and will identify critical steps as well as lessons learned in each step.

This case study will describe this process as both a *science* and an *art*. The formal selection process as utilized in our project is described. The Project Team spent considerable time debating the process and developing perimeters to which we could all commit. The process itself represents the *science* of selection. The *art* of selection involves consideration of all of the variables that were not “planned” into the process. The art of selection is documented in this case study at the conclusion of each process section as “editorial” and should be read as subjective perception.

2. INTRODUCTION

Overland Park Municipal Court (OPMC) is a limited jurisdiction court with a caseload for 1997 of approximately 30,000. Of these, 24,000 are traffic cases and 6,000 are misdemeanors. The court expects to collect 2.75 million dollars in revenues from fines and assessments in 1997. These caseload numbers represent a 37 percent reduction from 1996, and a 60 percent reduction from 1995. Decreased caseloads are the result of newly implemented Community Policing programs initiated by a new police chief. These changes presented interesting political challenges with regard to gaining budgetary approval to purchase new software. Further explanation of these challenges will follow in sections 4.1 and 4.2.

OPMC employs two full time judges, with one designated as the Administrative Judge. The Court Administrator oversees 18 employees in the Court Clerk's office, four Court Security Officers, and a Probation staff of nine. The Administrative Judge reports directly to a committee of the City Council, who must approve budgetary requests.

This document will provide a case study in the selection and acquisition of new case management software for OPMC. In March 1997, the proposed project team members visited the Court Technology Laboratory at the National Center for State Courts (NCSC) in Williamsburg, Virginia. Our purpose was to find out what the leading software vendors offered and to decide whether or not to move forward with the process of securing funding. In August 1997, we formalized a Project Team and decided to contract with Jim McMillan, Director of the Court Technology Laboratory, for consulting services in the selection process.

This case study will identify the critical steps of this project and will provide a guided tour for other court decision-makers faced with similar circumstances. Each process section will be described and will include an editorial for communication of perception and lessons learned.

3. CURRENT CASE MANAGEMENT SYSTEM

Currently Overland Park Municipal Court uses an in-house developed Municipal Court Information System that runs on an IBM 4381 mainframe computer system. It is a CICS/COBOL based system using Virtual Storage Access Method files. Through the current mainframe system, which is linked to the Kansas City Missouri Police Department computer system, the court accesses the Department of Motor Vehicles driver's license and vehicle registration databases, and the regional and national criminal history databases. Workstations are personal computers with 32 megabytes of memory using Windows 95. Workstations are connected to a Novell NetWare 4.10 local area network, which is connected to the IBM 4381-mainframe computer system. The court currently uses PC based software, which interfaces with the mainframe to track and process payments. Each of the five cashiering stations has two Indiana Model EL4 cash drawers and one Ithaca PcOS Model 53 Journal/Receipt printer with dual BNC connectors.

Three years ago, Court Administration staff and Information Technology staff began the process of analyzing our current system to identify the programming changes we considered essential. At the time our plan was to begin doing in-house modifications that would correct

problems and add features that would enhance operations. Many of the weaknesses of our current system relate to financial accounting and have been identified year after year by the city

internal auditor. Recommendations from the auditor have consistently included the following:

1. The court should develop a database system for bond accounting which is integrated with the court computer system;
2. The court should develop a computer program to produce a report on cases in which bond monies were received and are still outstanding;
3. The court should develop a computer program which will compare outstanding bonds to open cases;
4. The court should develop a computerized accounting based accounts receivable program to account for and monitor fines receivable;
5. The court computer system should enable staff to track terms of payment and any later approved variances;
6. The court should develop a computer system that will account for multiple payments;
7. The court should computerize the accounting for insufficient fund checks
8. The court should develop a computer program for accounting of fine collection.

While these recommendations do not include every issue identified by the court staff as weaknesses of our current system, they represent the issues that are repeatedly brought to the attention of the City Manager and governing body.

One year ago, the Information Technology staff involved in our computer program concluded that modification of our current system would not be cost effective. It was estimated

that two full time staff persons would need approximately six months to complete modifications or to rewrite the program.

A Project Team was formed and the process began.

4. THE SELECTION AND ACQUISITION PROCESS

4.1 THE PROJECT TEAM

PROJECT TEAM MEMBERS

Robin Barnard, Court Administrator (Project Manager)

Karen Arnold-Burger, Administrative Judge

Mary Moss, Court Services Coordinator

Mary Giles-Hall, Senior Information Technology Specialist

John Hartman, Assistant Manager, Information Technology

The team members were selected for several specific reasons. The court staff selected was limited to those with significant decision-making responsibility. Input and participation from other court staff was solicited throughout the process, but we were committed to limiting the number of persons with significant team roles. The Information Technology staff members selected were those who are and have been significantly involved in building and maintaining our current system. Throughout the process we have considered the opinions of these persons to be critical, in fact vital, to our effectiveness in process as well as selection.

In the early stages we found that we each had varying degrees of knowledge and different “wish lists” for software programs. We also found that none of us knew a thing about the programs that were “out there”. Also in early stages we agreed that no one would have more influence or votes than anyone else and that we would make decisions based on consensus rather than majority. All of us decided that we could live with the program we have unless we could agree that an available product was the right match for us. Our goal was identified as finding the best software program available for the best price. Our commitment was to buy nothing at all if our goal could not be met by consensus of the team.

EDITORIAL

This process would have been far more difficult if not for the individuals on the team. Each one of us consistently treated all other members with respect and tried very hard to have fun in the process. We have been proud of the impression given to vendors that we are a team that cannot be divided by a good sales pitch or hidden agendas.

4.2 FUNDING AND BUDGET APPROVAL

The first goal of this project was to determine the maximum amount of money it would take to purchase a new system. In March 1997, the Director of the Court Technology Laboratory discussed this issue with The Project Team and shared his knowledge about recent purchases across the country. We determined that \$250,000 should be a more than adequate maximum figure for case management software, database software, and platform hardware.

By April 1997, we were well into 1998 budget planning and had to quickly develop a proposal that would survive all the levels of approval. We were particularly challenged by the

fact that our court was experiencing a reduction in caseload/revenue of 37 percent from one year ago and 60 percent from two years ago. Fully aware that there could not be a more inopportune time to request funding for a new system, we moved through the chronological phases that follow in order to secure the support needed for budget approval.

Phase One: Reinterpreting the Intent of the Judge's Alcohol and Drug Fund

For over ten years, the Administrative Judge in Kansas Municipalities has been charged with the responsibility of administering the Alcohol and Drug Safety Action Program (ADSAP) and the funds assessed and collected through that program for all persons on diversion for or convicted of Driving Under the Influence (DUI). The purpose of the fund is to provide a means for insuring that defendants receive a pre-sentence evaluation from a qualified drug/alcohol professional, and attend required education programs. In the City of Overland Park, the Administrative Judge from 1990 to 1996 interpreted the statute to intend that the fund be so segregated from city funds that it be excluded from annual city audits. The incumbent Administrative Judge interpreted the statute to intend that the Administrative Judge have sole spending authority for the fund, but that nothing precludes the city from having knowledge of the fund, or even administering it.

This phase of our process was critical because the new interpretation of the ADSAP statute symbolized the beginning of a new relationship between city government and the court. The Administrative Judge asked the City Finance Department to audit the fund and requested the creation of a restricted fund account to be managed by the City Finance Department, but with spending authorization limited per statute to the Administrative Judge. All at once, the court offered full disclosure of a fund that had been maintained by the court with no disclosure. This

phase was also critical because the Judge offered to direct \$100,000 from the ADSAP fund toward the software purchase.

Phase Two: Funding a Consultant

The Administrative Judge also offered to use ADSAP funds to pay the \$13,000 fee for consulting services by Jim McMillan.

Phase Three: Winning The Budget Process

We entered the budget process with the goal of gaining approval for an unplanned capital expenditure of \$137,000. The court was meeting the city “almost” halfway with a commitment of \$113,000 from a fund that would now be thrown in to the larger “pot” called the general fund. Simply stated, while the city management and governing body would have no authority to spend from this ADSAP fund, they would be made regularly aware of the fund balance and could reasonably expect that it would serve to replace some degree of expenditures from the general fund.

The City of Overland Park uses a “cafeteria” style budget process. The first requirement of such a process is to report in dollar detail what services can be provided in the next budget year if limited to present year funds. Given that the cost of personnel will naturally increase by about 5 percent, the challenge is to report what can be eliminated. In our process this first-level request is called “decision package #1”. As you move to the 2nd decision package, you are putting services you eliminated in #1 BACK into the budget with projected costs. In the 3rd, 4th, 5th, and so on decision packages, you are adding new services, new programs, and new employees along with projected costs.

We entered the budget process requesting our decision package #1 and offered no decision package #2. We said, "we will do the work with the same budgeted dollars as last year". This is almost unheard of in the budget process because our city has been growing so rapidly in the last decade. It actually drew positive attention because it was a "fiscally responsible" recommendation. This plan required that we dramatically reduce the part-time staff budget and reduce total staff by two full-time positions through attrition. These actions needed to occur anyway because of the change in work volume.

We further requested that the money saved in the regular budget areas (about \$137,000) be directed toward the purchase of new case management software.

In September 1997, the budget received final approval and our Project Team was authorized to move forward.

EDITORIAL

I have described this section in "phases" because our project would not have been approved without success in each phase and in order as described. The disclosure of the ADSAP fund represented an "olive branch" from the court in its relationship with city management. If there are old battles that need to be put to rest, it is best to do so before asking for matching funds in excess of \$100,000. Also, the governing body has been very sympathetic to the need for increased budget and increases in personnel during rapid growth years between 1990 and 1995. It was time to honestly acknowledge that we just did not need as many employees as we used to. To summarize, our success in gaining budget approval had as much to do with our actions in creating an "atmosphere of cooperation" as anything else. Sometimes protecting the independence and autonomy of the court creates an adversarial cloud that rains hardest at budget time. We had a genuine goal of improving relations with the city management by telling the plain and simple truth about our needs. It worked.

4.3 HIRING A CONSULTANT

The Project Team decided after visiting the Court Technology Laboratory in March that an investment of money in hiring a consultant would be wise for several reasons. While our team members entered this process at least minimally aware of the software products available, we did not know how to reach the vendors successfully with a Request for Proposal (RFP), nor we did not know anything about the history, development, or future potential of any of these vendors. We were certain that we did not want to hire a consultant outside of the Judicial Administration field and we did not want to hire someone who was potentially connected with any software vendors. With these issues in mind, we decided to contract with the NCSC for the services of Jim McMillan.¹

Our city management and governing body were responsive to our position that the NCSC represented a “sole provider” in that it is a not-for-profit membership organization that exists to provide this type of support to courts. The “sole provider” status enabled us to forego the process of hiring a consultant through an RFP process and saved a great deal of time.

After several weeks of submitting and resubmitting draft contracts back and forth between legal departments, we had a signed contract for consultation services. McMillan’s first task was to help us establish a reasonable and effective time line of events. Next, he submitted a RFP format for us to customize and revise based on the issues most important to us.

EDITORIAL

Comments concerning the choice to hire a consultant will appear throughout Section 4.5 Vendor Evaluation. During this part of the process the value of the consultant was

¹ See Attachment A

EDITORIAL

abundantly clear. Overall, the specific choice of Jim McMillan was excellent because of his ongoing education of the Project Team. His approach was fair and at no time did the Team members feel as though he was promoting a favorite vendor or representing anything other than the best interest of our court.

4.4 REQUEST FOR PROPOSAL

When we received McMillan's sample RFP the Project Team was immediately convinced that it was cumbersome and in many ways inapplicable to our court. We forced ourselves to adjust to his suggested content and voted after hours of debate to include the questionnaire section, which was extremely detailed. In Section 4.5 Vendor Evaluation, the process of learning that it was a good RFP will be explained.

The questionnaire after customization was 21 pages of questions about 27 categories of operation. Respondents were given the opportunity to answer only with a "YES" or a "NO" to specific questions about the functionality of their software.

The requirement to adhere to a specific and detailed table of contents in proposals was very important and became, along with the question responses, an excellent foundation for evaluation.

It should be noted that the City of Overland Park policy concerning process in RFP's was very beneficial to the Project Team. The policy requires that the city will not release any information concerning vendor proposals received until a contract is awarded to the winning vendor. We were, therefore able to avoid communication from vendors about each other and

were essentially excused from the process of answering unwanted questions prior to the selection of a vendor.

Also, while it is not city policy, it is our practice to require that software price be submitted under separate cover and be opened following thorough evaluation and ranking of proposals.

September 15, 1997, RFP's² were mailed to 43 vendors and the proposal was posted on the Internet by Jim McMillan. A vendor telephone conference was scheduled for November 15, 1997, and the proposal deadline was advertised at 1:00PM, November 21, 1997.

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Vendors began calling the Project Manager as soon as the RFP's were issued to ask three questions:

- 1. Do we really have to answer all these questions?*
- 2. How much money do you have budgeted for this project?*
- 3. What other companies have submitted proposals?*

The answers given were:

- 1. Yes;*
- 2. Budgeted dollar amounts are not released during the proposal process;*
- 3. I'm sorry, it is our policy not to disclose that information until the process is complete.*

Some vendors were more aggressive than others were and some were essentially rude. All of them wanted to know whom the competition was and were very disappointed to learn of our policy. Phone calls from vendors prior to the proposal submission deadline turned out to be a very accurate forecast of the proposal and the product. Vendors who were appalled by the length of the questionnaire were generally unable to answer YES to many important questions. Vendors who were bothered by the requirement to submit specific company information in a specific manner were generally under-informative in the RFP and were ranked accordingly. Most vendors resisted the urge to comment one way or the other about our choice to hire McMillan as consultant. Some commented that his RFP's are unnecessarily long and

² See Attachment B

EDITORIAL

complicated. Many communicated in phone calls that they were really too busy to submit a proposal because their company is so busy, but they would do us a favor and send one anyway. One vendor suggested very directly that we were being dishonest about caseload numbers. After explaining our numbers repeatedly, the Project Team Manager told this vendor to price the job based on his own imagination.

4.5 VENDOR EVALUATION

Following issuance of the RFP, the Project Team met several times to plan our process for evaluation. Using the questionnaire included in the RFP, we created a spreadsheet for recording questionnaire responses and weighted each question based on our assigned importance. This instrument would be used in “scoring” vendor proposals, with the goal of keeping the Project Team focused on the criteria we set forth in the RFP.

4.5.1 VENDOR CONFERENCE

Six vendors participated in the conference call and addressed the following topics with questions and/or requests for further information:

1. Provide a breakdown of users by site;
2. Will a proposal be considered non-responsive if the vendor submits exceptions to the terms, conditions, and specifications of the RFP?
3. Is the court absolutely firm in stating that the implementation process must be completed by June 29, 1998?
4. Does the court require the vendor to train all end users or will a train the trainer approach be acceptable?

5. Please provide guidance for the protection of proprietary/business sensitive data such as financial information, system detail, etc.;
6. Should a Certificate of Insurance have been included in the RFP or will one be sent only to the successful vendor?
7. How many concurrent users will there be?
8. What format should the data be in for transfer to the Kansas Department of Motor Vehicles?
9. What is the current format of the VSAM files on the Court's mainframe system, and what is the vendor's responsibility for converting this data?

The teleconference was tape-recorded and written questions with answers were mailed to all vendors who received an RFP.

EDITORIAL

It was very interesting to listen to vendors respond to each other's comments during this conference. It was quite clear that these were marketing professionals. Several of the six went out of their way to communicate their level of interest, while a couple of the six complained about various requirements and restrictions. Ironically, the written proposals of these vendors reflected what we perceived in the conference call. For example, one vendor was very concerned that we not publish sensitive information about his company in our local paper. Despite our assurances, he omitted required information from his written proposal. Two vendors who did not think our time frames and required information were excessive or out of the ordinary ended up being two of the three finalists.

4.5.2 PROPOSAL RANKING

We received nine proposals and had scheduled two complete workdays following the submission deadline for the Project Team to begin evaluation. We distributed one copy each to

team members and began by taking time to quickly read through proposal. Within one hour we knew that our “scoring” instrument would not work because the majority of vendors did not provide “YES” or “NO” answers to the questions. Many put TBD (to be determined) on most questions; some made a noted effort to answer each question, but followed the questionnaire with indexed explanations to each question.

We then selected 14 criteria from the proposals that we each considered vital and that offered a solid basis for comparison. Beside each criteria we wrote comments agreed upon by the entire Project Team as we reviewed each proposal. The criteria used were:

Years in Business	Questionnaire Response
Number of Employees	Stand-alone Cashier capabilities
Number of System Installs	Probation Module
Platform	Graphic User Interface
Database Management Software	Implementation
Forms/Queries	Litigation
Seven Day, 24 - Hour Support	References

After completing a thorough review of each proposal, the Project Team immediately eliminated four proposals for the following reasons:

- #9: Did not submit a financial statement as specified in RFP;
- #8: Reported no system installs, and proposed a system using MS/DOS;
- #7: Did not submit a financial statement as specified in RFP;
- #6: Has a very bad local reputation because of a recent installation.

After further review, the Project Team decided to eliminate one more proposal for the following reason:

#5: The vendor and the marketing representative were involved with our city a year earlier as finalists in a proposal for Finance and Accounting software. When this vendor was not chosen, the marketing representative became very unprofessional in conversation with city staff on the project. On the basis of details about this experience, we voted against further contact with this individual or his company.

With four vendors remaining, the Project Team opened the pricing proposals. At this stage, #4 was eliminated based on a proposed installed price of over \$500,000. The three top ranked proposals were varied in price, but all were within our budget.

EDITORIAL

This was a very difficult stage in the process, but was the stage during which the effectiveness of our Project Team in working together became quite clear. We shared concern for the same issues and found that our "wish lists" and goals for the system were moving closer into alignment with one another.

Several team members were very convinced at the beginning of the RFP process that requiring price proposals under separate cover was an exercise in futility. In fact, as we moved through this ranking process, we found that keeping price out of first round decisions was an excellent idea. The pricing piece actually confirmed that we did a good job in evaluation and ranking. Vendors whose proposals did not rank high generally had pricing that would have eliminated them. We were also reassured by the knowledge that we chose the systems we liked

best and that money was not a pivotal variable. The last vendor eliminated during this stage was ranked below the remaining three in many other areas. The \$500,000 price proposal simply provided a reason to limit further consideration to three vendors.

At the conclusion of this stage, we conferenced by telephone with our consultant, Jim McMillan. We described our evaluation process in detail and discussed the conclusion we had reached in the ranking process. It was not until this stage that we began to ask McMillan very pointed questions about his knowledge and experience with the vendors. He validated our selections as well as our criteria for rejection of six vendors. He concluded that our final three choices represented variety in product functionality and that at least two of the three were regarded as vendors who stay on the cutting edge of development. He advised that we begin to do in depth reference checking and invite the three finalists to demonstrate the software.

4.5.3 REFERENCE CHECKS/ SELECTION OF FINALISTS

Reference checks were made on the following vendors:

Progressive Solutions, Inc. (hereafter referred to as PSI)

Professional Computer Software Services, Inc. (hereafter referred to as PCSS)

JALAN, Inc. (hereafter referred to as JALAN)

Telephone reference checks were helpful to a limited degree for each vendor. We quickly learned that the impression communicated from referenced courts was highly correlated with their own purchasing circumstances. For example, several courts were a part of statewide

purchases and had little or no input in their selection process. Those references were generally less positive because the court staff continue to wonder what system they would have chosen had choosing been an option.

Several other courts purchased systems that were their first experience with automation. Those references were generally quite positive because any automation is usually much better than none at all.

One reference put specific restrictions on database software and operating systems and received only one proposal in response to their RFP. They literally selected the vendor who was the only candidate.

An additional limitation in speaking with references is that many are using dated system releases. Most courts we spoke with do not have the latest, GUI version of these systems, and many have products that have been in place for several years without many changes.

Specific reference comments on each vendor are as follows:

PSI: It was reported that this vendor is sometimes a bit slow to respond to needed changes, but eventually they do respond. Problems with the “Wordperfect” and “Quick Calendar” portions of the system were noted.

Problems with batch printing were reported, but may be resolved in more recent releases. The company is under new ownership but is considered to be stable and one of the “all-stars” of court case management software. Table building in advance of installation is considered critical and references stated that short cuts

cannot be taken. References indicated that time invested in table building prevents a lot of dissatisfaction down the road.

PCSS: One reference indicated that their customer service is outstanding and quick. Another reported that changes in functionality are so dependent on the company owner that they often wait and wait for response. The strongest support for this system came from small courts that were not automated prior to buying this system. Almost all customers discussed what great people work for and own the company.

JALAN: This vendor had the most positive references across the board. Many came from courts that were previously not automated and many were courts that were extremely small. References indicated that the system is an “off the shelf, plug in and go” product.

To conclude, the difficulty in gaining useful insight through reference calls is that there are very few “apples to apples” comparisons. The variables identified here left the Project Team believing that we would need to experience the product in person before coming to further conclusions.

EDITORIAL

In most every reference call the contact in the court made clear that their biggest problem was not the system, but the user. It seems that it is common for courts to employ staff who are not eager to experience change and who sometimes work all the way around a software program to avoid doing anything different. The majority of courts reported that they do not fully utilize the system and can barely remember what they were trained to know at the time of installation. This court is thrilled with the financials but never uses the calendar component. That court continues to use a manual cash register while the customer is present, and later enters the data into the computer.

The biggest benefit of reference calls was that they were generally positive and we were not told anything significantly negative about these three vendors. Also, we learned about the issues we will face in the months and years that follow implementation. It should also be noted that although court staff are aware that they are listed as references, they are not necessarily comfortable that what they say will not get back to the vendor and compromise future support.

Overall, the Project Team felt that references concealed as much about vendors as they revealed.

4.5.4 VENDOR DEMONSTRATIONS

This section will describe vendor demonstrations given at our facility on December 17, 18, and 19, 1997. Each vendor was given one eight-hour work day to present a demonstration. The Project Team and our consultant, Jim McMillan, attended the demonstrations.

Vendors were given an agenda in advance³, and three court clerks who participated as users in a task demonstration were given questionnaires to complete.⁴

³ See Attachment C

⁴ See Attachment D

JALAN

THE COURT SYSTEM by JALAN was impressive with regard to program features and functionality. While an agenda was utilized, our group quickly diverted to asking a lot of questions. The vendor representative knew the system well and was quite willing to change direction based on questions from the Project Team. This system is written for operation on an AS/400, which was considered a benefit by our Project Team. Our City Finance Department software runs on the AS/400 and has been very pleased with the dependability of this platform. Additionally, our Information Technology Division staff are more experienced and comfortable with supporting the AS/400 in contrast to a PC Server.

JALAN offers THE COURT SYSTEM, THE PROBATION SYSTEM, THE PROSECUTORS SYSTEM, and other products as modules or separate components that can be interfaced in any manner that benefits the customer. For our purposes, THE COURT SYSTEM and THE PROBATION SYSTEM were proposed.

THE COURT SYSTEM is divided into major functions including case tracking, financial tracking, and accessing the database for analysis of historical information. The case tracking includes calendaring and all essential aspects of standard court operation. THE PROBATION SYSTEM is designed for very large and comprehensive case management and does not communicate with THE COURT SYSTEM without an interface not included in the vendor proposal.

The Project Team concluded that THE COURT SYSTEM did not offer much flexibility for creating our probation monitoring screens and THE PROBATION SYSTEM was probably more comprehensive than we need. We were pleased with THE COURT SYSTEM and were somewhat surprised by the overall functionality. McMillan noted that this vendor has done

significant product development over the last several years and has probably advanced beyond the competition in systems running on the AS/400.

The representative stressed the ease which users can be transitioned to this system. It is largely “off-the-shelf” in that very few modifications are called for and very little customization is required.

The representative described data conversion as a “no big deal” process. We recognized this as a sales slant. The Project Team did find some relief in the JALAN proposal relative to data conversion. It was inexpensive, fast, and no sub-contractors were to be used. This impressed us because it appeared to be simple.

Overall, the Project Team response to the JALAN demonstration was very positive. We were relieved to be shown a product we could live with on day one and felt that the functionality of the system was a comfortable match. We concluded that our court operation would fully utilize all program components rather quickly and without many operational changes on our part. The unsettling part of this conclusion was that we envisioned a system that offered us room for growth and professional maturation.

To conclude, JALAN demonstrated a good, solid program at a good price. It was pretty enough, smooth enough, fast enough, and comfortable. It did not represent the large, complex system that would challenge our processes, but it certainly surpassed our current system.

PSI

The PSI product for courts is called FACTS. The demonstration was well developed and

presented an overview of the system's twelve major functional components as follows:

- | | |
|----------------------|---------------------------|
| A. Tables | G. Receipting |
| B. Case Management | H. Court Calendar |
| C. Public Assistance | I. Forms and Reporting |
| D. Retrieval | J. Compliance |
| E. Citations | K. Case History |
| F. Money Management | L. Utilities and Security |

FACTS operates on a Windows NT Server, with Informix as their database software system partner. Enter the unknown. Our consultant advised at the beginning of this process that the most advanced software programs would be written for the PC/Server, and that while AS/400 systems are solid and dependable, they are not offering the depth of functionality.

Again, in this demonstration an agenda was loosely followed and the presenters were comfortable with our extensive questions. As demonstrated, this system was outstanding. It was fast, versatile, and flexible. User defined tables drive the entire system, which results in a "yes, that can be done" answer to virtually every question. The developers of FACTS have obviously done exhaustive research in court operations. Each functional component appears to have been tested and re-tested with accountability and efficiency in mind. If FACTS won't let you take a specific course of action it is because they have elected to design a course of action that is better.

The Money Management component appeared to team members to be better than we had imagined was available. So much of what we currently do with financial operations is manual, repetitive, and cumbersome. The clerks who participated in task demonstrations were absolutely in awe of the FACTS Money Management functions.

An important part of this demonstration was a short talk from a representative of Informix. The mystery surrounding corporate difficulties in Informix were put to rest by an honest presentation of history and fact. As a result we were able to listen without distraction to the database software pitch.

At the conclusion of the demonstration, the Project Team members each said: "This is the Cadillac". There was little question that this was the most powerful and exciting system we had seen to this point in the project. The questions remaining were: "can we afford it"?, and "is it too good and too big for our court"? The initial price proposal from PSI pushed our budgetary limits as far as they could be pushed. Because of this, the Team members were somewhat afraid to like the system so much.

PCSS

The Project Team was more familiar with this system than any because it is installed in a neighboring municipal court. Our expectation before the demonstration was that we would be deciding between PCSS and PSI.

The representative conducting the demonstration was not well prepared and significant time was wasted in trying to set up demonstration features that would have been predictably applicable to a municipal court. This lack of preparation was of particular concern to us because the representative knew that our operations were similar to the neighboring court, but was not prepared to show us essential features.

Ninety percent of our questions were answered with, "yes, that is something I can modify for you". We were left with the impression that each installation of this software had to be created from "seed" by the company. Therefore, while there were many promises about the

ability of the system to perform a function, there was little demonstrated evidence of it. Further, as demonstrated the system appeared to take the user "the long way" to every destination. The path to components seemed to be bogged down and lacked typical shortcuts. It reminded the Project Manager of a house in which you have to walk through every room to get from the front to the back.

The PCSS demonstration was clearly not comparable to the other two. The Project Team determined unanimously to drop this vendor from consideration.

In a concluding meeting with McMillan, the Project Team decided to arrange concurrent site visits of JALAN and PSI, to be completed no later than the end of January 1998.

EDITORIAL

The role of Jim McMillan as consultant was most important during the vendor demonstrations. It appeared to the Project Team that the vendor reps (SALESMEN) were seriously restricted from embellishment because of McMillan's presence. They could have told us anything and our lack of product knowledge would have made all things believable. McMillan knows these systems; he knows where they have been with product development in the past and he knows where they are headed. Our Team was able to learn a great deal by observing his response to features and by taking note of the questions or feature areas he focused on. In meetings following the demos, he told us his impression and described the progress made by vendors in his opinion. It was extremely valuable to have his participation at this stage.

Vendor demonstrations are exhausting. Decision-makers are forced to absorb a tremendous amount of information in a condensed time period. Another difficulty in this stage is that it feels a bit like buying a car that you will be forced to keep forever. In fact, the vendor reps feel like car salesmen to some extent and it is challenging to focus on product and functionality and not on which salesman you are most comfortable with.

4.5.5 SITE VISITS

PSI proposed that we visit the courts in Mohave County, Arizona, where the most recent release of FACTS is installed and operational. After making several phone calls to other references, our Project Team decided instead to visit Scottsdale, Arizona. Several factors contributed to this decision. Primarily we were concerned that the Mohave County location would present a demonstration as perfect as the one presented in our facility. Because of convenience of location the PSI staff would have been present for the site visit. Our team members felt like we would get a more honest appraisal from court staff if PSI staff were not present.

Another reason for the Scottsdale decision was that the Project Manager is familiar with both the Court Administrator and Assistant Court Administrator. This added a level of comfort in communication. Finally, the team members felt as though there would be some benefit in researching the FACTS system in a city that is similar to our own. Scottsdale is often referenced throughout our city government because of population and demographic similarities. We often use each other for benchmarking data.

PSI was informed of our decision and plans to visit were finalized for the last week of January 1998.

JALAN proposed that we contact two courts outside of Atlanta, Georgia. Both courts have been using the system for several years and both courts handle traffic cases and misdemeanors.

A telephone call to Marietta Municipal Court revealed information that gave rise to immediate changes in our plan. The Clerk of Court said that they would be happy to help us, and

that they had been notified that JALAN was sold to a company called HTE at the end of December. When asked for details, the Clerk reported that the sale was final the same week that vendor demos were done in our court, and that they received a letter explaining that support would not be affected or changed by new ownership.

HTE was the vendor we decided to eliminate from the first round of ranking because of previous experience with them as a vendor of Financial and Accounting Software in our city.

The Project Team was very concerned about JALAN's lack of communication with us concerning the sale of their company. A phone call was made to inform them of our concern. Their response was that there was no intent to hide it from us; it just must have been overlooked. The Project Team then voted to eliminate JALAN from further consideration.

The site visit to Scottsdale was made on January 28, 1998. The Project Team met initially with the Court Administrator, Tom Brady, and spent the rest of the day with the court FACTS specialist.

We focused questions on aspects of the system that the court is not pleased with. The vendor demonstration left us in awe of the features we were able to grasp. Our intention was to identify problems through the perception of a court who has used FACTS for over a year. The downside of the Scottsdale choice for site visit was apparent quickly because we were not seeing the latest release. We were, however, able to gain significant insight concerning the issues that should be addressed in the newest product release.

EDITORIAL

Telephone reference calls are just not adequate for gathering information needed to make a purchasing commitment of this magnitude. It was helpful to sit with users and

EDITORIAL

local product specialists face-to-face and learn about their daily experiences. One benefit is that dialogue gave us some ideas about the type of operational changes we may want to begin well in advance of installation. The Project Team concluded that negotiations with PSI should continue toward a final contract. The Team further concluded that the selection process has been difficult, informative, time-consuming, and sometimes fun. To all Project Teams in local courts beginning this process, this Team recommends a site visit to Arizona in winter. In this final stage, a reward is well earned.

4.6 CONTRACT NEGOTIATION

Following the site visit, team members selected PSI as the top choice candidate and began a more exhaustive review of the draft contract sent by the vendor prior to the site visit. After several conference calls, meetings with the Project Team, and more in depth reference calls, the following critical issues emerged:

1. Throughout this time period the Project Team Manager had discussions with PSI concerning price. During each discussion a contract Rider titled "Price Summary and Payment Schedule" was referenced. In the "Payment Schedule" portion there are six significant events identified and numbered 1 through 6, with portions of the total payment corresponding with each event. Reading this "Payment Schedule" clearly made it appear as though the last two identified events, or numbers 5 and 6, are associated with 50 percent of the total payment. This seemed throughout discussions to be quite reasonable and acceptable. However, a separate Rider titled "Schedule of Activities and Project Milestones" presented a serious discrepancy. Item 5 from the "Payment Schedule" Rider was scheduled to

actually take place within 40 days of contract signing. This Rider scheduled payment of 80 percent of the purchase price within the first 40 days of a 270 day project. Project Team members agreed that this presentation of pricing was deceptive and intentionally misleading.

2. During a prior conference call we asked PSI to include a price for ongoing database administration. We discussed the fact that many courts are not in a position to hire database support staff and PSI was anxious to use our court as a beginning location for providing that service remotely. In the conference call PSI said that this could be included for about \$8,000 per year. We were encouraged by this possibility because we do not have technical staff specialized in Informix databases. This would prevent us from having to contract these services from a third party vendor and keep our communication limited to one support provider source. During a later phone call, PSI suggested that the price might be closer to \$10,000 per year. The price we received in writing was \$20,000 per year, with no explanation or advanced warning.
3. Badly worded small print in the contract required that all travel to and from our location would be charged to us on top of the proposed price. No ceilings were placed on this extra charge and no projection about the potential cost of this extra charge was made.
4. A follow up reference call to the one municipal court listed in their proposal was very discouraging. Sherwood Municipal Court in Arkansas had reported a couple of months earlier that they had purchased the latest release of FACTS and were beginning to build tables when the Project Team contacted them. They informed

us in the follow up call that they became so upset with PSI for not delivering customized changes as promised that they were dropping the entire system and writing their own. The decision to discontinue use of the system was reportedly made after \$80,000 was invested in the software.

Team members met and determined that each of these issues independently created serious concern, and collectively constituted reason to return to the beginning of our process.

PSI was confronted with each of the issues and responded as the team expected. The pricing Riders were badly organized but not intended to deceive. The database administration price was determined by senior management after hours of rigorous debate. The travel costs on top of proposed price was said to be “standard”, but they would provide more estimates. The trouble in Sherwood, Arkansas was never reported to them. If they had been aware of the trouble they would have fixed it.

Following a discussion with Jim McMillan, the Project Team decided to review proposals that were ranked low or disqualified in our first round of evaluation. In section 4.5.2, the vendor identified as #9 was initially disqualified for failing to submit financial statements. This vendor is Justice Systems, Inc., who sells an excellent software package for municipal courts. The vendor was comfortable providing financial information as a finalist.

5. CONCLUSION

Contract negotiations are a critically important part of the acquisition process, not only because pricing is a pivotal issue, but also because the buyer begins a new level of learning about vendors when verbalized information is committed to writing.

Our Project Team has decided to invite Justice Systems, Inc. to demonstrate their software, and to ask them to produce a draft contract for consideration. Our Project Team has further decided that we are committed to making no decision until we are certain we have found a good match at a fair price.

EDITORIAL

In conclusion, this case study concludes with the Project Team deciding to "start over" rather than beginning a long-term business relationship with our first selected finalist. The team members have formed several conclusions about this process which are offered here as subjective observation to other prospective buyers of automated case management systems:

- 1. Vendors seem to be relatively "young", and are part of a rapidly changing, competitive environment;*
- 2. Vendors attempt to sell the notion that their programmers and marketing staff are rich in actual court experience, and have a unique understanding of the issues with which we are concerned. The "unique understanding" begins to water down after dealing with multiple vendors;*
- 3. Vendors are heavily invested in making buyers hurry. In this regard there is remarkable resemblance to car dealers. The price is only good for a limited timeyou will want to move quickly or we can't install this until some terribly distant date.....etc.;*
- 4. As a buyer, if you are in a hurry you will probably regret it. We have learned so much by slowing down to revisit old issues;*
- 5. There is significant benefit in being open to doing business in new ways. Several of these software packages have demonstrated smarter, more efficient ways of processing information. The process has given us the opportunity to critically examine how we do things and replace procedures that are worn out;*
- 6. Vendors are far less concerned than buyers with the long-term success of the proposed relationship. Their plan is to make money and outperform the competition.*
- 7. Most vendors seem to be focused on winning contracts for statewide integrated systems.*

EDITORIAL

8. Many staff members in courts which are involved in statewide integrated projects seem to wish they weren't.

9. The Project Team must be well organized and share common goals which are revisited and reaffirmed throughout the process.

CONTRACT FOR CONSULTING SERVICES

BETWEEN

THE CITY OF OVERLAND PARK

AND

NATIONAL CENTER FOR STATE COURTS

CONTRACT

THIS CONTRACT is made and entered into this 4th day of August, 1997, by and between the CITY OF OVERLAND PARK, KANSAS, hereinafter called the CITY, and National Center For State Courts, a corporation, hereinafter called CONSULTANT. It is the intention of the CITY to select and install a new Municipal Court Automated Case Management System and to use the services of the CONSULTANT to assist with the selection and installation. In order to successfully select and install a System, the CITY has determined that the services of a professional court technology CONSULTANT are needed.

The City is authorized and empowered to contract with the CONSULTANT for the furnishing of professional court technology consulting services needed for this Project, and does hereby contract with the CONSULTANT for the furnishing of said court technology consulting services. In consideration of these premises and of the mutual covenants herein set forth, the CITY and the CONSULTANT agree as follows:

SECTION I - DEFINITIONS

1. **CITY:** The City of Overland Park
2. **CONSULTANT:** National Center For State Courts
3. **System:** An Automated Case Management System
4. **Project:** The selection and installation of the System.
5. **Project Committee:** The Committee made up of Municipal Court and Information Technology personnel whose goal is to select and install an Automated Case Management System. Members of this committee are appointed by the Municipal Court Administrative Judge.
6. **Project Manager:** The person appointed by the Municipal Court Administrative Judge as the primary contact for the CONSULTANT. This person shall chair Project Committee and shall be responsible for accepting the System.
7. **RFP:** The Request For Proposal that will be issued by the CITY for an Automated Case Management System.
8. **Finalists:** The two or three respondents selected for further consideration who will be asked to demonstrate their systems.
9. **Vendor:** The respondent selected from the Finalists as having the best System for the Municipal Court.

SECTION II - SCOPE OF SERVICES

CONSULTANT shall work with the Project Committee and shall assist the Project Committee with the investigation, selection and installation of an Automated Case Management System for the Overland Park Municipal Court, such system to replace the existing Municipal Court Information System. The CONSULTANT shall perform the services, duties and tasks enumerated below and in the proposal submitted by James E. McMillan, dated March 19, 1997, a copy of which is attached hereto and fully incorporated herein. The CONSULTANT'S prime contact will be the Project Manager.

Services, Duties And Tasks:

1. Work with the Project Committee to evaluate requirements for the System.
2. Evaluate the Court's current computer network, hardware and software.
3. Suggest options or strategies for acquisition of the best and most cost effective System.
4. Conduct a telephone conference with the Project Committee to schedule activities and discuss receiving relevant materials.
5. Make a minimum of two (2) site visits to the Municipal Court facilities in Overland Park, Kansas and spend a minimum of six (6) days on site.
6. Assist with the development and administration of a Request For Proposal (RFP).
7. Prepare a draft RFP.
8. Prepare a final RFP.
9. Assist in the release of the RFP through a pre-release notification letter, via eMail and Internet connection.
10. Post the RFP on the NCSC Internet home page.
11. Conduct an RFP conference.
12. Provide an evaluation methodology and supporting documents for evaluating the responses to the RFP.
13. Assist with the evaluation of responses to the RFP.
14. Provide a selection process to be used to select the finalists and the vendor.
15. Assist with selection of the finalists.
16. Attend a minimum of three (3) vendor demonstrations with Court Project Committee.

17. Provide a process for evaluating and ranking the demonstrations.
18. Participate in evaluating the demonstrations.
19. Facilitate ranking the finalists.
20. Participate in selecting the vendor.
21. Assist with the development of a final contract between the City and the vendor.
22. Assist with an orderly and timely implementation of the System by making appropriate recommendations and suggestions, and by providing consulting assistance during implementation.

This Project shall be completed when the System has been installed, is operational and has been accepted by the Project Manager. Upon acceptance by the Project Manager, the CONSULTANT shall be deemed to have completed all services under this Contract.

SECTION III - COMPENSATION FOR CONSULTANT

The CITY agrees to pay CONSULTANT as compensation for the services specified in SECTION II consulting fees not to exceed \$10,975.00. In addition the City agrees to pay CONSULTANT out-of-pocket expenses not to exceed \$2,284 for two site visits and six days on site. This amount is to include any and all travel and per diem expenses incurred by CONSULTANT. Payment will be made to CONSULTANT upon completion of the Project and receipt of a valid invoice.

Should the CITY require and request additional services from the CONSULTANT which are outside of and not a part of this Contract, and should the CONSULTANT agree to provide such additional services, the CITY agrees to pay CONSULTANT as compensation for such additional services \$80.00 per hour. The CITY agrees to pay CONSULTANT out-of-pocket expenses incurred by CONSULTANT which are required in order to provide such additional services, provided said expenses are supported with appropriate receipts. The out-of-pocket expenses are to include travel, lodging, meals and miscellaneous expenses.

SECTION IV - DISPUTE RESOLUTION

City and CONSULTANT agree that disputes relative to the work performed should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute CONSULTANT shall proceed with the work as per this CONTRACT as if no dispute existed; and provided further that no dispute will be submitted to arbitration without the City's express written consent.

SECTION V - TERMINATION FOR CONVENIENCE

CITY may terminate this CONTRACT at its convenience and shall give ten (10) days written notice prior to the date of termination. CONSULTANT shall be paid for services performed to the termination date.

SECTION VI- ASSIGNMENT

CONSULTANT agrees that CONSULTANT shall not assign, sublet or transfer CONSULTANT'S interest in this Contract without the written consent of the CITY. This Contract shall bind the parties, their successors, trustees, assignees and legal representatives.

SECTION VII- PRIOR VERBAL OR WRITTEN STATEMENTS NOT BINDING

It is understood and agreed that the written terms and provisions of this CONTRACT shall supersede all prior verbal and written statements of any and every official and/or other representative of the City and CONSULTANT and such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any way whatsoever, the written CONTRACT.

SECTION VIII- INDEPENDENT CONSULTANT

CONSULTANT is an independent CONSULTANT and as such neither CONSULTANT nor its personnel are agents or employees of the City. CONSULTANT is responsible for payment of any and all federal, state and local taxes.

SECTION IX - HOLD HARMLESS

CONSULTANT agrees to defend, indemnify and hold harmless the CITY OF OVERLAND PARK and its agents and/or employees from any and all claims, settlements, and judgements for personal injury, bodily injury, property damage and/or death arising solely out of CONSULTANT's or any of its agents, servants and/or employees' negligent acts, and or failure to act in the performance of this CONTRACT. Neither acceptance of the completed work nor payment therefore shall release CONSULTANT of its obligation under this paragraph.

SECTION X - NON-DISCRIMINATION AND OTHER LAWS

A. The CONSULTANT agrees that:

1. the CONSULTANT shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin ancestry or age;
2. in all solicitations or advertisements for employees, the CONSULTANT shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission (Commission);
3. if the CONSULTANT fails to comply with the manner in which the CONSULTANT reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the CONSULTANT shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;
4. if the CONSULTANT is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the CONSULTANT shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and
5. the CONSULTANT shall include the provisions of subsections (A)(1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subconsultant or vendor.

The provisions of this section shall not apply to a contract entered into by a CONSULTANT:

- (a) who employs fewer than four employees during the term of such contract; or
- (b) whose contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City.

B. The CONSULTANT further agrees that the CONSULTANT shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision in the Americans With Disabilities Act (42 U.S.C. 1201 et seq.) as well as all federal, state and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

SECTION XI- PROHIBITION AGAINST CONTINGENT FEES

CONSULTANT warrants that it has not employed or retained any person, firm, or corporation, other than a bona fide employee working solely for CONSULTANT, to solicit or secure the awarding of this CONTRACT based upon an arrangement that the person, firm or corporation would receive any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award of this CONTRACT. For the breach or violation of the foregoing provision, the City shall have the right to terminate the CONTRACT without liability and, at its discretion to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

SECTION XII- APPLICABLE LAW

This CONTRACT is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Kansas.

SECTION XIII- INSURANCE REQUIREMENTS

(a) General -

The CONSULTANT shall secure and maintain, throughout the duration of this contract, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. CONSULTANT shall provide certificates of insurance and renewals thereof on forms provided by the City. The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate.

(b) Notice of Claim Reduction of Policy Limits -

The CONSULTANT, upon receipt of notice of any claim in connection with the contract, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability.

The CONSULTANT shall promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by the contract) in excess of \$10,000.00, whether or not such impairment came about as a result of this contract.

In the event the City shall determine that the CONSULTANT's aggregate limits of protection shall have been impaired or reduced to such extent that the City shall determine such limits inadequate for the balance of the project, the CONSULTANT shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

(c) General Liability -

The Commercial General Liability insurance coverage that is to be provided by CONSULTANT shall comply with appropriate section. Such insurance shall specifically insure the contractual liability assumed by the CONSULTANT under SECTION VIII of this CONTRACT.

MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY POLICY

(Complete Certificate "Form B")

General Aggregate:	\$ 500,000
Products-Completed Operations Aggregate:	\$ 500,000
Personal & Advertising Injury:	\$ 500,000
Each Occurrence:	\$ 500,000

Policy must include the following conditions:

- a) Broad Form Contractual/Contractually Assumed Liability
- b) Explosion, Collapse and Underground ("X", "C", "U")
- c) Independent consultants
- d) Broad Form Property Damage

(d) Automobile Liability -

Policy shall protect the CONSULTANT against claims for bodily injury and/or property damage arising from the ownership or use of all owned, hired and/or non-owned vehicles and must include protection for either:

(A) Any Auto

OR

(B) All Owned Autos;
Hired Autos; and
Non-Owned Autos.

Limits of liability protection required are the SAME as the limits for the Commercial General Liability section. Policy shall insure the contractual liability assumed by the CONSULTANT.

(e) Workers' Compensation and Employer's Liability -

This insurance shall protect the CONSULTANT against all claims under applicable state Workers' Compensation laws. The CONSULTANT shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law. The policy shall include "all states" insurance, and the liability limits shall not be less than the following:

Workers' Compensation: Statutory

Employer's Liability:

Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

(f) Owner's Protective Liability -

This insurance coverage will not be required by the CONSULTANT.

(g) Industry Ratings -

The City will only accept coverage from an insurance carrier who offers proof that it:

- (1) Is licensed to do business in the State of Kansas;
- (2) Carries a Best's policy holder rating of B+ or better; and
- (3) Carries at least a Class X financial rating.

OR

Is a company mutually agreed upon by the City and CONSULTANT.

SECTION XIV - CONFLICT

If the terms of the attached proposal submitted by CONSULTANT and dated March 19, 1997, conflict with the terms of this Contract, the terms of this Contract control and supersede the terms of the attached proposal.

SECTION XV - SEVERABILITY

Should any provision of this Contract be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Contract shall be unaffected thereby and shall continue to be valid and enforceable.


SECTION XVI - ENTIRE CONTRACT

This Contract constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Contract may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Contract.

SECTION XVII- EXECUTION OF CONTRACT

IN WITNESS WHEREOF, the City of Overland Park, Kansas, has caused this Contract to be executed on its behalf, thereunto duly authorized, and the said CONSULTANT has executed 3 counterparts of this Contract in the prescribed form and manner, the day and year first above written.

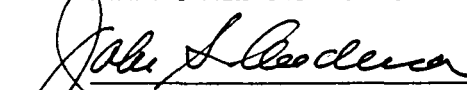
CITY OF OVERLAND PARK, KANSAS

By 
Ed Eilert, Mayor

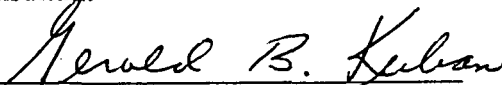
ATTEST:


Norma Moffet, City Clerk

APPROVED AS TO FORM:


John S. Anderson
Senior Assistant City Attorney

National Center For State Courts
Consultant

By 
Designee of Vice-President of Court Services

CORPORATE ACKNOWLEDGMENT

STATE OF Colorado)

COUNTY OF Denver) SS.
)

BE IT REMEMBERED That on this 24th day of July, 1997, before me, the undersigned,
a Notary Public in and for the County and State aforesaid, came Gerald B. Kuban

see of Vice-President of Court Services
who is personally known to me to be such officer and who is personally known to me to be the same person who executed as such officer the within instrument on behalf of said Corporation, and such person duly acknowledged the execution of the same to the act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.


Notary Public

My Appointment Expires _____

MY COMMISSION EXPIRES 9/10/2000

ATTACHMENT B

CITY OF OVERLAND PARK, KANSAS

REQUEST FOR PROPOSALS

FOR THE PURCHASE OF

COURT CASE MANAGEMENT SYSTEM

**City Of Overland Park Municipal Court
Request For Proposals For A
Court Case Management System**

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City Of Overland Park Municipal Court
Request For Proposals For A
Court Case Management System

SECTION A
GENERAL INFORMATION

The City of Overland Park, Kansas Municipal Court (hereinafter referred to as the Court) is requesting proposals for a Court Case Management System (hereinafter referred to as the Court System). Information and requirements for submitting a proposal are included in this Request For Proposals (RFP).

A1. Consultant

The Court is using the services of the National Center for State Courts (NCSC) to assist with the acquisition and installation of the Court System. The NCSC will not (1) make the final purchase decision for the Court; (2) submit a proposal to provide any portion of the Court System and (3) disclose the contents of any proposal or system manuals to any third party.

The Consultant from NCSC that will be assisting the Court is Mr. James McMillan. Mr. McMillan can be contacted as follows:

National Center for State Courts
300 Newport Avenue
Williamsburg, Virginia
1-757-253-2000 (voice)
1-757-220-0449 (fax)
jmcmillan@ncsc.dni.us (Internet)

A2. Inquiries

All inquiries concerning this RFP are to be directed to the Consultant. Inquiries requiring a formal interpretation of the RFP must be submitted to the Consultant in writing at least ten (10) days prior to the deadline for proposals. Written response to binding clarification questions will be distributed to all known potential vendors at least five (5) days prior to the deadline for proposals.

A3. Deadline For Proposals

Sealed proposals will be received by the Overland Park City Clerk at the address listed below until **2:00pm Central Daylight Time on Friday, November 21, 1997**. The original plus three (3) copies of all proposals must be submitted in a sealed envelope, hereinafter referred to as the "proposal packet," with the following words clearly marked on the outside of the envelope: OVERLAND PARK MUNICIPAL COURT RFP. The vendor's name and address must be clearly indicated on the envelope. All proposals must be completed in ink or typewritten.

A Pricing Proposal Sheet, Appendix C, is included on page 21 of this document. This sheet must be placed inside a second **sealed** envelope and returned inside the sealed proposal packet. This sheet will be opened only after the rest of the proposal packet has been opened and evaluated.

**City Of Overland Park Municipal Court
Request For Proposals For A
Court Case Management System**

**SECTION A
GENERAL INFORMATION (Cont.)**

A Hardware Proposal Sheet, Appendix D, is included on page 22 of this document. This page must be completed and returned as part of the proposal package. The Court may decide to purchase the server hardware through the winning vendor or, more likely, will purchase the server hardware through its usual purchasing channels. The description of the server and other hardware given in Appendix D must be precise enough to allow the Court to obtain costs of the proposed hardware through its usual purchasing channels.

Attachments 1 through 19 must be completed and returned. These are the bulk of the proposal packet.

A4. Mailing Address For Proposals

Proposal Packets are to be delivered in person or mailed to the following address:

City Clerk
Overland Park City Hall
8500 Santa Fe Drive
Overland Park, Kansas 66212

Any proposal packet which is mailed but does not reach the City Clerk by the deadline date and time set forth above will not be accepted. Late proposals will not be considered under any circumstances. The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. No bidder may withdraw his or her bid for a period of 30 days from the date set for the opening thereof.

A5. Vendor Conference

A Vendor Conference will be held on November 5, 1997 beginning at 2:00pm Central Daylight Time at the following location:

Overland Park Justice Center
Training Room B
12400 Foster
Overland Park, KS 66213

Vendors are invited to participate either in-person or via a telephone conference call. Vendors who wish to be included in the conference call are to notify Robin Barnard, Court Administrator before 2:00pm Central Daylight Time on November 4, 1997 by calling (913) 327-6853.

A6. Special Conditions

1. One (1) copy of all Court System software documentation must be (1) submitted with each proposal or (2) must be made available within two working days after being requested by the Project Manager.

**City Of Overland Park Municipal Court
Request For Proposals For A
Court Case Management System**

**SECTION A
GENERAL INFORMATION (Cont.)**

2. All proposals will be kept by the City Clerk until 2:00 pm on November 21, 1997. At that time the project team will receive and begin evaluating the proposal packets.
3. By submitting a proposal, the vendor agrees to the terms, conditions and specifications of this RFP.
4. The Court will not pay for any information herein requested, nor is it liable for any costs incurred by those submitting proposals. The Court reserves the right to select the Court System and vendor that will best meet the needs of the Court. Vendors and/or proposals which do not meet the stated requirements will be considered in non-compliance and will be disqualified unless such non-compliance is waived by the Court.

A7. Purpose Of This Request For Proposals

The Court plans to replace its current court case management system with a new comprehensive Court System. The Court realizes there are many court systems available in the market and that the task of selecting the one "best" system for the Court will be difficult. A task force of City employees has been formed to investigate court systems and make a recommendation to the Overland Park City Council. The purpose of this Request For Proposals is to gather information that will allow the task force to evaluate Court Systems available to the City.

The new Court System is to be a modern, reliable, easy-to-use, Windows-look municipal court case management system which can be used for caseload management, calendar management, payment processing and extensive case record keeping. The Court requires that the Court System include a component for probation office case management functions.

The Court requires that the payment processing workstations utilize separate cash drawers for each clerk. Preferably the cash drawers used by the current system should be retained and used on the proposed system. If the current cashiering hardware (drawers and printers) can not be used on the proposed system, the vendor must include replacement hardware in the proposal. Replacement hardware specifications must be included on the Hardware Proposal Sheet.

A8. Court System Project Team

The Project Team members are:

Karen Arnold-Burger, Administrative Municipal Judge
Robin Barnard, Court Administrator (Project Manager)
Mary Moss, Program Coordinator, Court Services
James McMillan, Consultant
John Hartman, Assistant Information Technology Manager
Mary Giles-Hall, Senior Information Technology Specialist

City Of Overland Park Municipal Court
Request For Proposals For A
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SECTION A
GENERAL INFORMATION (Cont.)

A9. Selection Process And Schedule

The Project Team will review all proposals received and select two or possibly three Court Systems that appear to best meet the Court's requirements. The Project Team will then evaluate the two or three Court Systems in detail. The evaluation process will include demonstrations, discussions with users of the Court Systems and site visitations. After evaluating the two or three Court Systems selected, the Project Team will negotiate a price with one or two of the vendors. Based on the evaluations and the negotiated price(s), the Project Team will make a recommendation to the City Council. The following selection schedule is tentative and the Court reserves the right to change the schedule at any time.

10/15/97	Issue RFP for the Court System.
11/05/97	Vendor Conference
11/21/97	Last day for accepting responses to the RFP.
01/21/98	Last day to complete the evaluation process.
02/20/98	Last day to complete price and contract negotiations.
03/02/98	Present recommendation to the City Council.
03/03/98	Place order with the successful vendor.
03/05/98	Begin implementation process.
06/29/98	Last date for completion of implementation process; system goes live.

A10. Proposal Requirements

In order to submit a proposal, a vendor must follow the instructions and furnish all of the information requested in the Response to the City of Overland Park Request For Proposals for a Court Case Management System found in Attachments 1 through 19. Each proposal submitted must be formatted and sectioned according to the "Table of Contents" contained in Attachments 1 and 2. If a vendor wishes to propose multiple Court Systems, a completely separate response must be submitted for each system proposed. The vendor name must appear on the top right corner of every page in the response. The Questionnaire (Attachment 9) should be copied, answered and inserted into the appropriate section of the vendor response.

Appendix C must be completed and returned in a separate **sealed** envelope **inside** the sealed proposal packet. Attachments 1 through 19 and Appendix D will be opened and evaluated beginning at 2:00 pm on November 21, 1997. Appendix C (separate sealed envelope) will be opened and evaluated after Attachments 1 through 19 and Appendix D have been thoroughly evaluated.

**City Of Overland Park Municipal Court
Request For Proposals For A
Court Case Management System**

**SECTION A
GENERAL INFORMATION (Cont.)**

The Questionnaire can be downloaded from:

ftp://207.242.75.40/CRTAPPS/
OVPARK.EXE (self extracting Zip file in Microsoft Word 6 format)

A11. Award

Contract award shall be made by The City of Overland Park to the best responsible and responsive vendor whose proposal conforms in all material respects to the requirements and criteria set forth in the Request For Proposals and best meets the needs of the Court.

A12. Criteria:

The following criteria will be used in evaluation of the proposals submitted for the Court System.

1. Conformance to specifications. Answers given on Attachments 1 through 19 will be evaluated to help determine the vendor's ability to deliver a system in conformance with Overland Park's needs.
2. Vendor's experience in implementing and supporting the proposed system.
3. Vendor's experience in operating environments similar to the Court's.
4. Vendor references of installations in similar courts with similar functional operations.
5. Vendor's general qualifications including such factors as organization size, financial position and time in business.
7. Maintenance service availability.
8. Future direction of vendor with respect to new technology and research and development.
9. Implementation and training plan.
10. Ability of vendor's software and hardware to run on Overland Park's existing LAN.
11. Cost of system will be a secondary but significant factor in initial selection process.

**City Of Overland Park Municipal Court
Request For Proposals For A
Court Case Management System**

**SECTION A
GENERAL INFORMATION (Cont.)**

A13. Municipal Court Background

Currently the Court uses an in-house developed Municipal Court Information System that runs on an IBM 4381 mainframe computer system. It is a CICS/COBOL based system using VSAM files. It is the intent of the Court to have these VSAM files converted to the new Court System in order to retain historical information. This conversion is to be included as a part of each proposal submitted. The IBM 4381 computer system is located off-site approximately twelve (12) miles from the Court. Therefore the current workstations in Court operate as remote devices. It is the intent of the Court to have the processor for the new Court System located in the same building as the Court.

The Court has two courtrooms handling approximately 100 cases each day. The projected caseload total for 1997 is 30,000 cases. Of these 24,000 are traffic cases and 6,000 are misdemeanors. The Court expects to collect 2.75 million dollars in fines and other assessments in 1997. It should be noted that the 1997 estimated figures represent a thirty-seven (37) percent reduction in caseloads from 1996 and a sixty (60) percent reduction from 1995. This is the direct result of newly implemented Community Policing programs initiated by the Police Department.

Through the current IBM 4381 mainframe computer system, which is linked to the Kansas City Missouri Police Department computer system, the Court accesses the Department of Motor Vehicle's drivers license and vehicle registration databases, and the regional and national criminal history databases. The workstations used by the Court are personal computers with 32mb of memory using Windows 95. These workstations are connected to a Novell Netware 4.10 LAN which is connected to the IBM 4381 mainframe computer system. The Court intends to use the current workstations with the new Court System.

The Court is currently using a pc-based software, which interfaces with the mainframe computer system, to track and process payments. There are five cashiering stations: each station has two Indiana Model EL4 cash drawers and one Ithaca PcOS Model 53 Journal/Receipt printer with dual BNC connectors. The Court would like to continue using this equipment for the payment processing/cashiering workstations.

A14. Computer Platform

The Court prefers a Court System that will run on either a PC Client/Server platform or on an IBM AS/400 platform. The Court intends to continue to use the currently installed workstations and the current Novell network for connecting the workstations to the server (which can be a PC-based server, RISC based server or an AS/400).

A15. Warranties

Vendors shall warrant that their system shall perform as described in their proposal.

**City Of Overland Park Municipal Court
Request For Proposals For A
Court Case Management System**

**SECTION A
GENERAL INFORMATION (Cont.)**

A16. Vendor Certification

By submission of a proposal, the vendor certifies that:

1. The vendor has not paid nor agreed to pay any person, other than a bona fide employee, a fee or a brokerage resulting from the award of the contract.
2. The Court may, by written notice to the vendors, cancel any award under this RFP if it is found by the Court that gratuities, in the form of entertainment, gifts or otherwise were offered or given to any representative of the Court or the Consultant with a view toward securing an order or other favorable treatment with respect to this RFP.

A17. Prime Contractor

If the proposal is based on a combination of goods and services from more than one vendor or corporate entity, one vendor shall be designated in the proposal as the "Prime Contractor". The contract will be awarded only to the Prime Contractor who will be held responsible for the performance of all the vendors participating in the proposal and subsequent contract. The Prime Contractor will be the controlling vendor and responsible for all aspects of service including implementation, training and initial support of the system as designated in the RFP and vendor's response to the RFP.

A18. Proposal Obligation and Disposition

The contents of the proposal and any clarifications thereto submitted by the successful vendor shall become part of the contractual obligation and incorporated by reference into the ensuing contracts. All proposals become the property of the Court and will not be returned to the vendor.

A19. Signature of Vendor Agent

Each vendor's proposal and any clarifications to that proposal shall be signed by an officer of the vendor company or a designated agent empowered to bind the firm in a contract.

A20. Insurance Requirements

The successful vendor will be required to maintain the insurance requirements specified in Appendix A and to complete the certificate of insurance found in Appendix C.

**City Of Overland Park Municipal Court
Request For Proposals For A
Court Case Management System**

**SECTION B
CONTRACT REQUIREMENTS**

The successful Vendor will be required to enter into a contract with the City which will include the following:

- B1 The license fee that the City will pay to the vendor for the Court System, including details of the services that are included in the fee.
- B2. The price the City will pay for a maintenance agreement for the Court System software, including the term of the maintenance agreement and the services that will be provided under the maintenance agreement
- B3. The price the City will pay for training and a description of the training that will be provided.
- B4. The price the City will pay for installation assistance and a description of the assistance.
- B5. A statement that the City of Overland Park is exempt from taxes.
- B6. The payment schedule that the City is to follow.
- B7. The Non-Discrimination language found in Appendix B.
- B8. A statement that this Request For Proposals is hereby incorporated by reference into the contract agreement.
- B9. The City's Certificate of Insurance Form which is found in Appendix C.
- B10. Termination: The Court may terminate the contract resulting from this Request For Proposals at any time the vendor fails to carry out its provisions. The Court shall give the vendor notice of such termination with stated reasons for the termination. If, after such notice, vendor fails to remedy the conditions contained in the notice, the Court shall issue the vendor an order to stop work immediately and to vacate the premises. Either party may terminate the contract without cause upon giving 120 days written notice.
- B11. Failure To Perform: If the vendor does not meet the specifications delineated in the contract, a letter explaining the deficiencies with a 30 day notice will be delivered by the Court's agent. If deficiencies are not corrected in 30 days, the contract may be canceled and the vendor may be subject to penalties.

City Of Overland Park Municipal Court
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Court Case Management System

SECTION B
CONTRACT REQUIREMENTS (Cont.)

- B12. Vendor's Cooperation: The vendor shall at all times observe and comply with all City of Overland Park rules and regulations in any way affecting the contract.
- B13. Hold Harmless: Vendor agrees to defend, indemnify and hold harmless the CITY OF OVERLAND PARK and its agents and/or employees from any and all claims, settlements, and judgements for personal injury, bodily injury, property damage and/or death arising solely out of Vendor's or any of its agents, servants and/or employees' negligent acts, and or failure to act in the performance of this CONTRACT. Neither acceptance of the completed work nor payment therefore shall release Vendor of its obligation under this paragraph.
- B14. Adjustment To Price: Changes in contractual provisions or services to be furnished under the contract may be made only in writing and must be approved by the Court and the vendor. Should a decision be made to amend the scope of the contract, the Court and the vendor will mutually agree, in writing, to an adjusted contract price.
- B15. Contract Review: The contract will be subject to review by a committee appointed by the Court no less than once per year. The vendor may be subject to penalties detailed in the contract should the vendor not be in compliance with the provisions of the contract. The Court shall have the right to access any information necessary for the review of the contract terms and conditions.

**City Of Overland Park Municipal Court
Request For Proposals For A
Court Case Management System**

**SECTION C
SYSTEM REQUIREMENTS OVERVIEW**

C1. Case Management for Municipal and a Separate Parole/Probation Office

Proposals for the automated case management system shall address the following general functional areas. Additional detailed specifications for this and other areas are contained in the attached questionnaire.

1. Automated record keeping.

The system shall electronically store all case information required for the processing of Court actions, in such a format as to be readily accessible for review, addition, modification, or deletion. The system should be capable of automatically generating case file numbers in absence of a universal summons number which can be manually overridden if the user has appropriate security access.

2. Person and case index.

The system shall have the ability to index, access, and cross reference any or all case information including but not limited to case number, defendant name, license number, Court assigned number, state of license issuance, attorney name, applicable addresses, history of addresses, active dates for addresses, personal identification information for defendants, violation charge, scheduled Court activity, scheduled hearing or trial date, and case status. Individual case information presented as a result of an inquiry should be immediately accessible for modification. The user should be able to scroll backward and forward through the screens of report results. The case indexing process should include a phonetic, or similar function search capability to retrieve words that sound like the search target name, so that spelling mismatches are not excluded from the search. Further, the indexing process should include a pattern matching (character for character) capability that, at the user's discretion, will retrieve only exact matches or will conduct searches of partial word strings using a 'wildcard' function. For example, wildcard searches using "JON?" would retrieve JON, JONAS, JONES, JONSTON, while the exact match utility would retrieve only JON.

3. Scheduling.

The system shall have the capacity to maintain information on future actions scheduled on a case, and to designate the date, time, and place those activities are scheduled to occur. The system shall be capable of distinguishing scheduled, overdue, pending, and completed actions and to automatically generate notices accordingly. The systems should automatically schedule the next logical activity (as designated by the Court) upon entry of an event (e.g. filing of a notice could trigger scheduling of a hearing). Note that effective automatic scheduling requires access to the appropriate internal reference tables that would exclude holidays, provide necessary information on acceptable elapsed time between events, and indicate availability of judges, courtroom, and attorneys. Any automated scheduling system should also allow for manual override by the user.

**City Of Overland Park Municipal Court
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**SECTION C
SYSTEM REQUIREMENTS OVERVIEW (Cont.)**

4. Calendaring.

The system shall have the capacity to comprehensively maintain and generate calendars of court appearances, depending upon the type of case, nature of hearing, judge availability, officer availability, and courtroom availability. The calendar system shall allow for on-line access to court calendars. The calendar format shall be user-modifiable and the number of formats shall not be limited. Printouts of calendared information shall be available by judge, officer, reason on calendar, scheduled time, or any other grouping (sort) required by the Court.

5. Tickler/Reminder system.

The system shall have the ability to identify overdue events and generate appropriate notices and reports. This function should be driven by internally stored case processing time standards (e.g. acceptable elapsed time between selected case events) so that overdue events would be identified systematically and reminders or follow-up notices generated automatically. Ideally this system would be able to generate individual reports for judges and staff to track their workload. The capability to make ad-hoc queries based on information provided by the tickler system shall also exist.

6. Archiving.

The system shall include a process for moving user-specified historical data from the database to some secondary (possibly off-line) electronic storage medium. Selected information on archived cases (e.g., case number, complaint filing date, defendant, disposition date) should be retained on the system for indexing purposes. Although archived data may not be available "on-line", it should still be available to be reloaded to the system for inquiry and reports as necessary.

7. Reports - Ad-hoc and Routine.

The system shall have the capability to extract and print selected information, with user control of the content and format of the extract file and/or report. The system should accommodate both on-line and batch report processing, so that time-consuming reports can be generated after hours to avoid impact on computer performance during business hours. The report generator shall have the ability to:

- a. Create/save/modify/delete report logic. The report utility shall allow the user to create new report logic and to save, modify, and delete pre-existing logic for data extraction and printing. Mechanics of the report utility should be straightforward and easily learned.
- b. Select, sort, extract, and print all data. Any field in the database shall be accessible by the report utility for extract and printing (e.g. sort by file date, per case type).

**City Of Overland Park Municipal Court
Request For Proposals For A
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**SECTION C
SYSTEM REQUIREMENTS OVERVIEW (Cont.)**

- c. Use Boolean logic and Structured Query Language. The report utility shall allow for data selection based on complex statements using Boolean logic (e.g., AND, OR, IF, THEN, EXCEPT). The report utility shall also support ANSI SQL standards.
- d. Compare all data fields; perform arithmetic functions. All data fields shall be accessible by the report utility for comparison of values (e.g., to determine if one event was preceded by another) and calculation of elapsed time between dates (e.g., the number of days from arrest to first appearance). The report utility shall support simple arithmetic functions (addition, subtraction, multiplication, division) and calculation of percentages.
- e. Perform formatting capability. The report utility shall provide both a report format default and manual override that allows the user to control column headings and data arrangement on the report. The system shall be capable of building an extract file based on report utility selection and sort criteria, for easy loading to other software packages (e.g., word processing or spreadsheets). Ideally, the report would also allow for free form output design which could be used for notices and other non-columnar Court documents.

8. Document Generation.

The system should have the capacity to automatically generate routine correspondence and documentation. "Templates" for notices, warrants, receipts, form letters, and any other routine documents should be stored on the system, customized through automatic insertion of appropriate case information (e.g., party name, event scheduled date) from data available on the system, and individually generated upon demand. Reports should include, but not be limited to the following:

- Hearing notices
- Calendars
- Labels
- Suspensions
- Summons
- Receipts
- Case management
- Tickler (reminder)

**City Of Overland Park Municipal Court
Request For Proposals For A
Court Case Management System**

**SECTION C
SYSTEM REQUIREMENTS OVERVIEW (Cont.)**

9. Internal Reference Tables.

For efficiency, flexibility, and expanded processing capability, the automated case management system should provide for user-modifiable tables which should include, but not be limited to the following:

- Case processing time standards
- Case retention time standards
- Judge availability
- Location availability
- Courtroom availability
- Holidays
- Offense/Statute Listing
- Severity of charges
- Case disposition categories
- Disbursement and distribution schedule
- Law Enforcement Officer Identification/Availability

2. Financial and Accounting

As a minimum requirement, an automated accounting system shall be capable of the following functions:

1. Record fines and fees levied.

Fines and fees levied shall be recorded using the full accrual basis of accounting. Conversion from modified accrual to full accrual shall take place as provided for in Statement No. 11 of the Governmental Accounting Standards Board (GASB).

2. Process cash receipts.

- a. Record fines/fees collected. The system shall be capable of processing the collection of any and all funds received, including garnishments, installment payments, partial payments, etc. The system shall also be capable of tracking the status of accounts referred from other agencies for collection.
- b. Issue transaction receipts. The system shall be capable of generating appropriate receipts for any and all collected funds. These shall be designed to provide sufficient information to verify that payments are made in the time and manner required by law. The receipt should include an identification number, court case number, amount assessed, reason for assessment, amount collected (noting either partial payment, installment, etc.), balance remaining, and any other information required by the Court.

**City Of Overland Park Municipal Court
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**SECTION C
SYSTEM REQUIREMENTS OVERVIEW (Cont.)**

- c. Process cash disbursements. The system shall have the capability of reporting funds collected by the Court. The Courts shall be able to designate time period and type of distribution of the requested report.
- d. Provide subsidiary ledger detail. The system shall have the capability of providing subsidiary ledger detail. The accounting system should have the capacity to generate this via automated interface with the case management system. The system shall also be capable of generating aging reports (i.e., 30 days; 60 days; 90 days; over 90 days from original assessment or latest reduction) for use in monitoring and managing the collection process.
- e. Maintain chart of accounts. The system shall have the capability of maintaining a chart of accounts, in conformity with Generally Accepted Accounting Principles.
- f. Provide encumbrance control over disbursements. The system shall be capable of updating and tracking appropriations, encumbrances, and expenditures to monitor the available balance of funds.
- g. Provide capability to export information for accounting transactions in comma or quote delimited format as well as Microsoft Excel spreadsheet formats.
- h. Provide separate cash drawers for each clerk at each cashiering workstation. This is a total of ten drawers at five workstations.

C3. Document and Image Management Interface

Either as part of this procurement or, as a future enhancement, the court would like to have the ability for the software to interface the case history portion of the proposed system with either imaging or electronic document files. For estimates, the court anticipates receiving 24,000 summons per (approximately 5"x8" scanning area) and an additional 200,000 letter sized documents per year.

The imaging system must be able to use standard personal computers as clients. The software must either support workflow of the documents through the case management software or through a separate scheduling and electronic mail interface.

The imaging system should run on widely used personal computer network servers and interface with network protocols such as Ethernet or 100 Mbs Ethernet standards. Further, a range of storage devices including CD-ROM, WORM, and digital tape should be available to run with on the imaging server.

**City Of Overland Park Municipal Court
Request For Proposals For A
Court Case Management System**

**SECTION C
SYSTEM REQUIREMENTS OVERVIEW (Cont.)**

C4. Server Hardware

The court requires a computer database server or similar hardware for the court case management application. The server should be sized to provide one second response time for normal indexed case and name retrieval for a 75-user personal computer network. The server shall also have the capacity to contain, on-line, five years of court database files (without images). Proposals should also, as a separate option, contain the necessary upgrade of memory, on-line and near-line storage to support three years of image files for the court (approximately 0.75 million documents as described above).

**City Of Overland Park Municipal Court
Request For Proposals For A
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**APPENDIX A
INSURANCE REQUIREMENTS**

(a) General -

The Vendor shall secure and maintain, throughout the duration of this contract, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. Vendor shall provide certificates of insurance and renewals thereof on forms provided by the City. The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate.

(b) Notice of Claim Reduction of Policy Limits -

The Vendor, upon receipt of notice of any claim in connection with the contract, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability.

The Vendor shall promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by the contract) in excess of \$10,000.00, whether or not such impairment came about as a result of this contract.

In the event the City shall determine that the Vendor's aggregate limits of protection shall have been impaired or reduced to such extent that the City shall determine such limits inadequate for the balance of the project, the Vendor shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

© General Liability -

The Commercial General Liability insurance coverage that is to be provided by Vendor shall comply with appropriate section. Such insurance shall specifically insure the contractual liability assumed by the Vendor under SECTION VIII of this CONTRACT.

MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY POLICY

(Complete Certificate "Form B")

General Aggregate:	\$ 500,000
Products-Completed Operations Aggregate:	\$ 500,000
Personal & Advertising Injury:	\$ 500,000

**City Of Overland Park Municipal Court
Request For Proposals For A
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**APPENDIX A
INSURANCE REQUIREMENTS (Cont.)**

Each Occurrence: \$ 500,000

Policy must include the following conditions:

- a) Broad Form Contractual/Contractually Assumed Liability
- b) Explosion, Collapse and Underground ("X"; "C"; "U")
- c) Independent Vendors
- d) Broad Form Property Damage

(d) Automobile Liability -

Policy shall protect the Vendor against claims for bodily injury and/or property damage arising from the ownership or use of all owned, hired and/or non-owned vehicles and must include protection for either:

(A) Any Auto

OR

(B) All Owned Autos;
Hired Autos; and
Non-Owned Autos.

Limits of liability protection required are the SAME as the limits for the Commercial General Liability section. Policy shall insure the contractual liability assumed by the Vendor.

(e) Workers' Compensation and Employer's Liability -

This insurance shall protect the Vendor against all claims under applicable state Workers' Compensation laws. The Vendor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law. The policy shall include "all states" insurance, and the liability limits shall not be less than the following:

Workers' Compensation: Statutory

Employer's Liability:

Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

**City Of Overland Park Municipal Court
Request For Proposals For A
Court Case Management System**

**APPENDIX A
INSURANCE REQUIREMENTS (Cont)**

(f) Owner's Protective Liability -

This insurance coverage will not be required by the Vendor.

(g) Industry Ratings -

The City will only accept coverage from an insurance carrier who offers proof that it:

- (1) Is licensed to do business in the State of Kansas;
- (2) Carries a Best's policy holder rating of B+ or better; and
- (3) Carries at least a Class X financial rating.

OR

Is a company mutually agreed upon by the City and Vendor.

**City Of Overland Park Municipal Court
Request For Proposals For A
Court Case Management System**

**APPENDIX B
NON-DISCRIMINATION AND OTHER LAWS**

A. The Vendor agrees that:

1. the Vendor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin ancestry or age;
2. in all solicitations or advertisements for employees, the Vendor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission (Commission);
3. if the Vendor fails to comply with the manner in which the Vendor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Vendor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;
4. if the Vendor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Vendor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and
5. the Vendor shall include the provisions of subsections (A)(1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subvendor or vendor.

The provisions of this section shall not apply to a contract entered into by a Vendor:

- (a) who employs fewer than four employees during the term of such contract; or
- (b) whose contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City.

B. The Vendor further agrees that the Vendor shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision in the Americans With Disabilities Act (42 U.S.C. 1201 et seq.) as well as all federal, state and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

**City Of Overland Park Municipal Court
Request For Proposals For A
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**APPENDIX C
PRICING PROPOSAL SHEET**

VENDOR NAME: _____

THIS SHEET MUST BE PLACED IN A <u>SEPARATE SEALED ENVELOPE</u> AND RETURNED WITH PROPOSAL PACKET.		
THIS ENVELOPE WILL BE OPENED AFTER THE REST OF THE PROPOSAL PACKET HAS BEEN EVALUATED.		
ITEM	DESCRIPTION OF ITEM	PROPOSED COST
1	Cost of software which needs no modification (Total cost of all modules or entire system if not modular).	
2	Cost of the seventy-five user licenses for the system proposed if not included in item 1 above.	
3	Cost of any modifications that will be necessary to make the standard software in items 1 and 2 above compliant with the Overland Park Court needs as detailed in this document, particularly the Questionnaire.	
4	Cost of any additional charges, if any, to continue providing ALL State and Federal mandated reporting/interface requirements.	
5	Cost of the DBMS, operating systems, or other software licenses needed for the proposed system not already included in above items.	
6	Cost of all software maintenance for first twelve months after system acceptance. This may be zero if software is under warranty for one year.	
7	Cost of all software maintenance for second twelve months after system acceptance.	
8	Cost of all software maintenance for third twelve months after system acceptance.	
9	Cost of converting Overland Park's historical Court data into the format of the new system.	
10	Cost, if any, of planning and implementation services.	
11	Cost of proposed training.	
12	Cost for software escrow services if applicable.	
13	Cost of ALL other services, software, maintenance, warranties, etc.	
TOTAL PROPOSED COST OF PROPOSED SYSTEM		

**City Of Overland Park Municipal Court
Request For Proposals For A
Court Case Management System**

**APPENDIX D
HARDWARE PROPOSAL SHEET**

VENDOR NAME: _____

RETURN THIS SHEET WITH THE REMAINDER OF PROPOSAL PACKET

HARDWARE PROPOSAL SHEET		
ITEM	DETAILED DESCRIPTION OF SERVER AND ALL NECESSARY RELATED HARDWARE	PROPOSED COST OF ITEM
1	Server:	
2	Other:	
3	Other:	
4	If the current cashiering hardware (drawers and printers) can not be used on the proposed system, the vendor must include replacement hardware in his proposal.	
PROPOSED COST OF PROPOSED HARDWARE		

Response to the City of Overland Park
Request for Proposals
for a Court Case Management System

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COVER LETTER

The proposal must be accompanied by a cover letter, signed by an individual authorized to bind the proposing entity.

VENDOR DEMOGRAPHICS

The vendor shall submit the following information:

1. The official company name and address. Indicate what type of entity, e.g., corporation, partnership, etc.
2. The name, address and telephone number of the person to receive correspondence and who is authorized to make decisions or represent the vendor. Please state his or her capacity within the company.
3. The total number of years that the vendor has been in business and, if applicable, number of years under the present business name.
4. The number of years experience that the vendor has had in providing equivalent or related services.
5. A description of the vendor's operation, facilities, business, objectives, number of employees (both nationally and working on the proposed product), and previous experience and qualifications relating to the services proposed.

VENDOR EXPERIENCE

In this section the vendor should provide a narrative of all experience the vendor has had in implementing and installing the proposed system. Please detail experience in different states and types of courts and computer environments if applicable.

VENDOR REFERENCES

The vendor should provide at least three (3) references that are of comparable size and complexity to the Overland Park Municipal Court. If applicable please include systems that have been similarly configured and have been in operation for at least one year. The Courts are particularly interested in references that support the items in the Evaluation and Criteria, section of the RFP.

For comparison with Overland Park the following may be assumed:

1. Population of Overland Park is 138,000.
2. 24,000 Traffic cases handled each year.
3. 6,000 misdemeanors each year.
4. Fines and other assessments total \$2,750,000 each year.
5. Thirty-five employees.

The vendor should include, for each reference, the following information:

1. Name of court or organization
2. Applications installed and version number(s)
3. Hardware and database environment
4. Implementation date
5. Contact name, address, telephone number, and title

*The City of Overland Park, Kansas
Municipal Court
October 13, 1997*

Vendor Name

FINANCIAL STATEMENT

Each proposal must include a complete audited set of financial statements for the last three years. All financial statements should be prepared in conformity with generally accepted accounting principles.

PENDING LITIGATION

Please indicate any pending litigation relating to your proposed system or other court or legal system related software product(s), maintenance agreements(s) or installation services(s).

QUESTIONNAIRE

Vendors must complete the following questionnaire as it provides important information as to whether or not vendors can meet the needs of the Court. Please indicate in the box provided whether the proposed system can meet the general specification listed. If the vendor proposes to modify the system to meet the specification it should be done by entering an "M" in the Yes column. All costs for the modification must be included in the vendors cost proposal. However, these costs can be itemized in the cost proposal if desired.

Should any questionnaire response require additional explanation by the vendor, the vendor shall attach additional pages referring to the questionnaire page number, section number and item number.

Significant deviations from the specifications may be grounds for disqualification of the proposal.

I. General System Characteristics		Y	N
A.	Is the system table-driven (not hard-coded)?		
B.	Is there administrator(s) control maintenance of tables for:	--	--
B1.	Minute codes – standard descriptions of court docket entries which can trigger actions such as calendaring and dispositions		
B2.	Municipal ordinance codes		
B3.	Statute codes		
B4.	Action codes that detail related triggers for court events (for example, an arraignment would trigger a calendar action and hearing information) and for miscellaneous comment entries such as "bench warrant issued" or "complaint filed"		
B5.	Attorney tables		
B6.	History of fee & fines tables maintained on-line		
B7.	System automatically calculates fees based on table in effect at the time the fee or fine was imposed		
B8.	Case processing time standards		
B9.	Case retention time standards		
B10.	Police Officer availability		
B11.	Location availability		
B12.	Courtroom availability		
B13.	Holidays		
B14.	Severity of charges		
B15.	Case disposition categories		
B16.	Bond schedule		
B17.	Disbursement and distribution schedule		
C.	Does the system provide an interface between all major subsystems such as the event docket, calendar, persons files, parole/probation/diversion, and payment processing/financial accounting?		

D.	Are all batch jobs must be easy to use, re-startable, and recoverable?		
E.	Can the system perform batch and on-line functions concurrently?		
F.	Does the system support on-line batch requests?		
G.	Does the system support on-line printing to any printer?		
H.	Are printers user selectable destination at the time the job is submitted?		
I.	Can the system administrator limit print destinations by user?		
J.	Is the system person-oriented; i.e., can a person have several charges/offenses that are all referenced, even if they occurred on different dates?		

II. User Interface		Y	N
A.	Is the user interface consistent throughout all the sub-systems?		
B.	Does the system use a graphical user interface (GUI)?		
C.	Are short cut function keys/hot keys available?		
D.	Can a trained end-user design data entry and reporting screens?		
F.	Does the system provide the ability to access all sub-modules from all stations without logging in again (given proper security)?		
G.	Does the system have the ability to correct a case number without having to delete the whole case?		
H.	Does the system allow for duplicate case numbers?		
I.	Can the system control the editing of data at the point of entry using user-specified tables or security?		
J.	Are all input errors clearly identified through English-language messages stating the nature of the error and how to correct it?		
K.	Can the system override edits for exception conditions (available to users with the proper security clearance)?		
L.	Does the system have the ability to enter data with future and past		

effective dates?		
M. Can error messages be user controlled through tables?		
N. Is on-line help available?		
O. Can users create data entry/update help messages?		

III. General Reporting Requirements	Y	N
A. Does the system provide basic reports as shown in the SYSTEM REQUIREMENTS OVERVIEW, Documents/Reports Attachment 20		
B. Does the system have the following what-if and ad hoc reporting/inquiry capabilities:	--	--
B1. Can the system create/save/modify/delete report logic and pre-existing logic for data extraction and printing?		
B2. Are the mechanics of the report utility straight-forward and easily learned?		
B3. Can the system select, sort, extract, and print all data; any field in the database shall be accessible by the report utility for extract and printing (e.g. sort by file date, per case type)?		
B4. Does the system allow for data selection based on complex statements using Boolean logic (e.g., AND, OR, IF, THEN, EXCEPT)?		
B5. Are all data fields accessible by the report utility for comparison of values (e.g., to determine if one event was preceded by another) and calculation of elapsed time between dates (e.g., the number of days from arrest to first appearance)?		
B6. Does the system support simple arithmetic functions (addition, subtraction, multiplication, division) and calculation of percentages, maximums, means, etc.?		
B7. Does the system provide both a report format default and manual override that allows the user to control column headings and data arrangement on the report?		
B8. Is the system capable of building an extract file based on report		

utility selection and sort criteria, for easy loading to other software packages (e.g., word processing or spreadsheets)?		
B9. Does the system have the ability to download data to PCs and translate data to common file formats (Excel, Word, Access, etc.)?		
B10. Does the system allow for free form output design which could be used for notices and other non-columnar court documents?		
B11. Does the system provide the capability for document generation via word processing software?		
B12. Can the system automatically generate routine correspondence and documentation?		
B13. Are "templates" for notices, warrants, receipts, form letters, and any other routine documents stored on the system, customized through automatic insertion of appropriate case information (e.g., party name, event scheduled date) from data available on the system, and individually generated upon demand?		
C. Do ALL reports have the ability to be produced automatically at a designated time? This designated time may be at entry or through batch reporting initiated at a specified time and day of week or month.		
D. Do ALL reports have the ability to be produced upon request?		
E. Does the system have the ability to generate mailing labels?		
F. Can reports be sorted in an order specified by the user?		
G. Can the system generate partial case information reports based upon user criteria?		
I. Can the system generate cross-table, entire case information reports?		
J. Can the system generate a report regarding the number of cases outstanding based on user criteria?		

IV. Mandated Reporting	Y	N
A. Does the system provide mandated reports as shown in the SYSTEM REQUIREMENTS OVERVIEW, Documents/Reports Attachment 203		
B. Are mandated reporting changes included in base price of application?		

V. Security	Y	N
A. Can security be controlled solely by system administrator(s) or designated person(s)?		
B. Can access control from the system login prompt to the court application be defined by the computer's system administrator?		
C. Is security defined by terminal or PC ID?		
D. Is there user password security?		
E. Is there file level security?		
F. Is there field level security?		
G. Is there group or department level security?		
H. Is there security by level of organization?		
I. Is security applied to data inquiry and update (read, add, change, delete)?		
J. Can the court (not computer system) system administrator set groups of users with specific security allowances?		
K. Does the system have the ability to suspend data at various levels of processing until proper approvals are entered?		
L. Does the system have the ability to provide or restrict on-line access across sub-system boundaries?		

VI. Updates/Enhancements	Y	N
A. Are updates/enhancements required to be implemented by vendor?		
B. Will standard updates/enhancements require additional programming changes by the courts?		
C. Is there standard release schedule for major software revisions?		
D. Is the vendor available to courts on-site at time of installation?		

VII. Support	Y	N
A. Is a problem log maintained by vendor?		
B. Are problems are classified according to degree of urgency? For example: a class I problem (very urgent) is responded to within 1 hours; a class II problem (urgent) within 4 hours; a class III problem (somewhat urgent) within 1 working days; and, class IV (not critical) within 5 working days?		
C. Is phone support available through:	--	--
1. Through a toll free number?		
2. Obtainable 24 hours a day/7 days per week?		
3. Within a one hour response time?		
D. Is the vendor capable of remote diagnostics via modem or Internet?		
E. Will the vendor provide on-site support if the system is down for more than 6 hours with the problem unresolved and the remote diagnostics inconclusive?		
F. Will the vendor generate periodic problem response reports?		
G. Will the vendor transact an annual contract review with the Court?		
H. Documentation support:	--	--
H1. Must court system application updates coincide with system enhancements or database changes?		
H2. Are printed user system manuals available?		

H3. Are printed user procedure manuals available?		
H4. Are printed operator manuals available?		
H5. Are system technical manuals - system flow charts, descriptions, overviews available?		
I. Is there a vendor user group established?		
I1. Does the user group provide input into future updates and priorities of updates?		
I2. Is there coordination and communication with other court users (educational) through the vendor or user group?		
I3. Does the vendor ask for the Court's input concerning implementation of new laws and system enhancements?		

VIII. Physical File Tracking	Y	N
A. Can the system bar code labels?		
B. Can all terminals/PCs have the ability to forward a file and update the file tracking system?		
C. Is a standard report provided showing the circulation history of all files checked out more than a specified number of days?		
D. Is there a query system as to the current location of a requested file?		
E. Is there an ability to archive physical case files?		
F. Can the system provide a list of case files in boxes to be archived?		
F1. Is there an on-line inquiry of list number, storage center number and box number for cases that need recalling?		
F2. Does the system provide archive information appearing on case report/inquiry informing user of physical file location?		

IX. Integration of latest technology		Y	N
A.	Is the system written with a 4th/5th generation language or CASE tool?		
B.	Is the system based on a SQL capable relational data base management system?		
C.	Can our current voice response – telephone inquiry system (IBM DirectTalk/2) be incorporated into the system?		
D.	Is electronic filing or data transfer to or from other law enforcement agencies available?		
E.	Does the system support electronic mail input or output?		
F.	Do the system and database support imaging technology?		
G.	Does the system have the ability to remotely enter key minute entries (upload/download capability)?		
H.	Does the system support Internet query access?		
I.	Does the system have a separate "high volume" data entry capability?		
J.	Does the system have public counter access/ kiosk inquiry sub-system?		

X. Summons information		Y	N
A.	Does the system allow entry of date and time of the offense?		
B.	Does the system have a table of law enforcement officers, including badge number and name cross-reference capability?		
C.	Can end users add law enforcement officers "on the fly" while updating the docket?		
D.	Can the system record the degree of offenses & multiple offenses?		
E.	Can the system record the number of priors with abstracts?		
F.	Can the system record both the speed at time of violation and the speed zone?		

G.	Can the system record whether a commercial vehicle was involved?		
H.	Can the system record whether a hazardous vehicle was involved?		
I.	Can the system record an unlimited number of victims of the offense with addresses and phone numbers?		
J.	Can the system record the BAC (Blood Alcohol Content) as needed?		
K.	Can the system record whether an accident was involved?		
L.	Can the system record whether the driver was insured or not and record the separate charge?		
M.	Can the system record a violation within a school zone and/or construction zone?		
N.	Can the system automatically report the standard MVD points assigned based upon violation?		
O.	Can the system report the correct fine and point schedules based upon the case filing or termination date?		
P.	Can the system record whether personal injury or death was involved in the case?		

IX. Hearing Information		Y	N
A.	Can the system record the original plea, change of plea, and date of change and clerk entering the change?		
B.	Can the system record the date of hearing license suspension?		
C.	Can the system record whether it was a walk-in hearing?		
D.	Can the system record whether the defendant was a no-show (Failed to Appear)?		
E.	Can the system automatically print a Notice To Appear for no-shows?		
F.	Can the system automatically print Continuation Form for victims?		
G.	Can the system record the rescheduled date, time, and reason for action and the date, time, and clerk entering the change?		

X. Motion information	Y	N
A. Can the system record an unlimited number of motion types filed for a case, with scrolling window for review and update provided?		
B. Are motion codes user-defined?		
C. Can the system record hearing dates and times for motions?		
D. Can the system record the description of the motion?		
E. Can the system record free-form text regarding the motion?		

XI. Sanction/Disposition Information	Y	N
A. Can the system record the date of sanction?		
B. Can the system record the fine amount?		
C. Can the system record a suspended fine amount?		
D. Can the system record a suspended fine payment date?		
E. Can the system record the decision/disposition and date?		
F. Can the system provide counts within the "supreme Court Report" based upon date and disposition code?		
G. Can the system record the closed date?		
H. Can the system record the Judge of Record?		
I. Can the system record the Prosecuting Attorney?		
J. Can the system record the sentence date?		
K. Can the system record an appeal date?		
L. Can the system record the proof of insurance status?		

XII. Generation of the following forms	Y	N
A. cancellation of driving privileges		
B. journal entry for each summons		
C. automatic suspension to DMV		
D. motion hearing notice		
E. no-show letter (FTA Default)		
F. notice of assignment		
G. notice of service		
H. payment of extension agreement		
I. preliminary arraignment/hearing notice		
J. hearing notice		
K. subpoena		
L. summons		
M. warrant for arrest		
N. writ of execution		
O. writ of restitution		
P. certificate of judgment		
Q. continuance notice		
R. notice of filing		
S. notice of judgment debtor-money/property/credits		
T. notice of judgment debtor-personal earnings		
U. notice of service		
V. payments on duplicate cards		
X. bookkeeping/accounting/disbursement forms		
Y. adjudicate by mail		

XIII. DMV	Y	N
A. Can the system be programmed to provide real-time transfer of information between proposed system and Division of Motor Vehicles system?		
B. Can the system be programmed to provide on-line drivers license suspensions?		

XIV. Docket & Event System Features	Y	N
A. Does the system record third party information (attorneys, witnesses, victims)?		
B. Does the system record unlimited number of third parties?		
C. Does the system record unlimited names, address, city, state, and zip code?		
D. Does the system record summons event information?		
E. Does the system record party status?		
F. Does the system record date sent, date of service, and date of return refusals?		
G. Does the system record hearing information on the docket?		
H. Does the system record judge assigned and date of assignment?		
I. Does the system allow multiple hearings to be scheduled for one case?		
J. Does the system record hearing date and time?		
K. Does the system provide an indication of whether defendant or others associated with the case appeared?		
L. Does the system record judgment/disposition information		
M. Does the system provide for multiple judgments to multiple charges with different amounts?		

N.	Does the system allow for itemization of any interest and cost?		
O.	Does the system record the date certification of judgment sent and mode of service?		
P.	Does the system record the request for hearing, date, time, and outcome of hearing?		
Q.	Does the system ALERT the clerk to a person with an active warrant on any case/charge that person may have?		

XV. Case audits/system checks		Y	N
A.	Does the system have a report or other method to notify the court of cases with no minutes entered based on time period?		
B.	Does the system have a report or other method to notify the court of cases that have affidavits requested but not received?		
C.	Does the system have the ability to correct a case number without having to delete the whole case?		
D.	Does the system have the capability to track every entry and update made within the system, indicating date, time, and user making the update?		
E.	Does the system have the capability to keep audit trail data online for at least three months and to keep archived data for three years?		
F.	Can the system combine defendants - defendant is set up as person that has no other cases, subsequent information determines this person matches an existing defendant; these cases should be reference therefore maintaining audit trail?		

XVI. Case Retention		Y	N
A.	Does the system report case-aging information?		
B.	Does the system have the ability to close cases after user-specified criteria is met; such as when payment is made in full of fine/fees		

and/or when probation is served?		
C. Can the system purge cases after user-specified retention?		
D. Is a case purge audit trail maintained?		
E. Can the system print a destruction list?		
F. Will the system make an entry to other active cases involving defendant/plaintiff if one of their cases was purged?		
G. Does the system include a process for moving user-specified historical data from the database to some secondary (possibly off-line) electronic storage medium?		
H. Can the system select information on archived cases (e.g., case number, complaint date, defendant, disposition date)?		
I. Can archived data still be available to be reloaded to the system for inquiry and reports as necessary?		

XVII. Minute generation	Y	N
A. Can minute orders automatically update screens/data base and trigger other actions including but not limited to:	--	--
A1. Calendar the case		
A2. Set up the fine payments and court costs		
A3. Exonerate bonds and cash bail		
A4. Record the disposition information for reporting to DMV, abstracts of judgment and statistical reports		
B. Along with standard minute entries, does the system allow for "free form entry" of some court minutes with the ability to insert?		
C. Does the system allow ability to key-in minute entries without changing screens?		
D. Can minute entry update ALL individual cases in a multiple case situation?		
E. Can minute orders be referenced by any party on the case		

(especially in cases where there is more than one defendant)?		
F. Are minute entries printable in user specified format?		
G. Can the system list all defendants on minute order?		
H. Can the system list the attorney state bar numbers?		
I. Can the system generate the clerks courtroom docket entries individually?		
J. Can the system print a commitment sheet?		
K. Does the system automatically spell-check minute entries?		

XVIII. Tickler/notice generation	Y	N
A. Can ticklers be generated in a user- specified format?		
B. Do ticklers have user-defined triggers for notices and other events?		
C. Are traffic failure-to-pay warning notices in a user-defined format?		
D. Are forfeiture/exoneration notices of bail/bond in a user-defined format?		
E. Does the system provide the ability to identify overdue events and generate appropriate notices and reports driven by internally stored case processing time standards (acceptable elapsed time between selected case events, such as first appearance to trial scheduled)?		
F. Is the system able to generate individual reports for judges and staff to track their workload?		
G. Is there the ability to make ad-hoc queries based on information provided by the tickler system?		

XIX. Calendaring/scheduling		Y	N
A.	Does the system have the capacity to comprehensively maintain and generate calendars of court appearances depending on court defined criteria:	--	--
A1.	By type of case?		
A2.	By nature of hearing?		
A3.	By judge availability?		
A4.	By courtroom availability?		
A5.	By law enforcement officer availability?		
A6.	By interpreter availability?		
B.	Can the court easily reschedule cases for unforeseen reasons, such as a officer who has retired, a judge who has taken ill or an unexpected lengthy trial?		
C.	Does the system allow for on-line access to court calendars?		
D.	Is the calendar format user-modifiable?		
E.	Is the number of calendar formats limited?		
F.	Are calendar reports available by any grouping/sort required by the Court for the following:	--	--
F1.	By judge?		
F2.	By police officer?		
F3.	By reason on calendar?		
F4.	By schedule time?		
F5.	In monthly summary format?		
F6.	By defending attorney?		
F7.	By prosecuting attorney?		
F8.	By type of hearing?		
G.	Is there capacity to maintain information on future actions scheduled on a case, and to designate the date, time, and place those		

	activities are scheduled to occur?		
H.	Is the system capable of distinguishing scheduled, overdue, pending, and completed actions and to automatically generate notices accordingly?		
I.	Can the system automatically schedule the next logical activity (as designated by the court) upon entry of an event (e.g. filing of a continuance would trigger scheduling of a new hearing)? Note that effective automatic scheduling requires access to the appropriate internal reference tables that would exclude holidays, provide necessary information on acceptable elapsed time between events, and indicate availability of judges, courtrooms, and public sector attorneys.		
J.	Does the system allow for manual override of scheduled events by the user?		
K.	Does the system edit check that prevents clerk from calendaring a case that has an active warrant until the warrant is recalled?		

XX. Accounting for fees/fines/bail		Y	N
A.	Does the system follow the GAAP Guidelines?		
B.	Is the system capable of processing the collection of any and all funds received, including installment payments, partial payments, etc.?		
C.	Is it capable of tracking the status of accounts referred to other departments or agencies for collection?		
D.	Can the system provide revenue distribution as defined by the State?		
E.	Does the system track accounts receivable collections?		
F.	Can the system record and track refunds?		
G.	Do returned (NSF) checks/void payments appear on the case docket or summary?		
H.	Can the system separate municipal citation accounting?		

I.	Can the Court system users enter and update the courts bail schedule without programmer intervention?		
J.	Does the system automatically calculate standard bonds?		
K.	Can the system accept on-line payments?		
L.	Can the system apply and exonerate bond?		
M.	Does the system maintain a bond record?		
N.	Does the system maintain cash bond accounts?		
O.	Can the system automatically create administrative fee entries based on the docket event?		
P.	Can the accounting system report by violation type?		
Q.	Is the system capable of providing subsidiary ledger detail via automated interface with the case management system?		
R.	Can the system generate appropriate receipts for any and all collected funds with enough information to verify that payments are made in the time and manner required by law (identification number, court case number, amount assessed, reason for assessment, amount collected, partial payment, installment, balance remaining, and any other information required by the court or auditor)?		
S.	Is the system capable of generating aging reports (i.e., 30 days; 60 days; 90 days; over 90 days from original assessment or latest reduction) for use in monitoring and managing the collection process?		
T.	Can the system trigger the transfer of delinquent cases to other departments on user-defined criteria. Such as: case type 1 gets transferred for collection if it is more than 90 days delinquent; case type 2 is transferred immediately when due?		
U.	Is the system capable of maintaining a chart of accounts, in conformity with Generally Accepted Accounting Principles?		
V.	Have the system accounting functions been thoroughly audited by a person not employed by the vendor, such as a CPA or government auditor?		

W. Is the system capable of updating and tracking appropriations, encumbrances, and expenditures to monitor the available balance of funds?		
X. Can administrator prioritized ledgers which must be paid first based upon individual or group of violations?		

XX. Payment Processing	Y	N
A. Does the system use electronic cash drawers for each cashiering/payment processing workstation?		
B. Does the system use a separate cash drawer for each cashier at a cashiering/payment processing workstation?		
C. Does the system electronically control cash drawer access?		
D. Can a single payment be distributed to several different payment categories?		
E. Can a single payment be distributed to several different cases for the same person or different persons?		
F. Can each payment category have a user-defined default payment amount?		
G. Can the payments be grouped and accumulated:	--	--
G1. By clerk		
G2. By time of day		
G3. By payment category		
G4. By payment type (cash, check, charge, etc)		
H. Can a payment be designated as a court payment or a walk-in/mail-in payment?		
I. Can a payment be made to different banks?		
J. Can a payment be made with checks and/or cash?		

K. Is there a complete electronic audit trail for payment processing?		
L. Can payments be voided?		
M. Can receipts be reprinted?		
N. Can partial payments be made?		
O. Can payments incorrectly processed be backed out and reapplied correctly?		
P. Can unique receipt formats be designed by a trained end-user for different types of payment transactions?		
Q. Can unique check endorsement formats be designed by a trained end-user for different banks?		
R. Are user-defined security levels and functions (administrator, supervisor, and clerk) provided?		
S. Can the cashiering station be a stand-alone cashiering station when the communication network or host computer goes down?		
T. Can bar-coding be utilized?		

XXII. Warrant Repository	Y	N
A. Can the system provide a warrant repository?		
B. Does the warrant repository contain:	--	--
B1. Warrants?		
B2. Subpoenas?		
B3. Bench warrants?		
B4. Abstracts?		
C. Can the repository be batch updated with new warrants?		
D. Are warrant recalls updated interactively on-line?		
E. Can a warrant be "frozen" from any location until recalled by the court?		

F. Repository printing requirements:	--	--
1. Daily reporting of repository activity?		
2. Warrants issued?		
3. Warrants recalled?		
4. The ability to print a report at user specified printer?		
5. The ability to limit users from printing warrant lists to certain printers?		

XXVII. Probation/Parole/Diversion	Y	N
A. Can the system record free-form text for each person?		
B. Can the system record an unlimited number of appointment times:	--	--
B1. For appointments (include attendance code, and comments)		
B2. For educational classes (include type and attendance code)		
B3. For UA/urine testing (include results)		
C. Can the system identify overdue appointments (i.e., missed appointments or classes in the previous two months) and generate appropriate notices and reports?		
D. Can the system list all charges and dispositions for a single person?		
E. Can the system generate random UA/urine testing dates and generate appropriate notices?		
F. Can the system generate appropriate notices/letters upon request?		
G. Can the system generate reports accessing all data fields?		

OVERVIEW OF VENDOR PROPOSAL

In this section the vendor must provide a narrative of what is being proposed. The narrative should include the following items:

- Provide a description of how the product(s) proposed best meet the Courts' needs and why the vendor recommends the Overland Park Municipal Court select the product(s).
- Provide a general description of each proposed component (e.g., Docketing, Scheduling, Parole/Probation, Financial, etc.).
- Provide a complete description of the support and maintenance services provided including ongoing conformance to State of Kansas mandated reporting.
- Provide complete information on the physical and environmental specifications and requirements. Include in this section the DBMS preference for the most effective/efficient system solution.
- Provide information on research and development staffing and budget. Also, describe any future releases that will be taking advantage of new technology such as graphical user interfaces, etc.
- Provide a description of the user and system documentation.
- Provide information regarding the delivery of source code and structural layouts.
- Provide a description of the server proposed for the system. Include the estimated size and type of devices used for data storage, the operating system of the server, information about any GUI used, the language the system is written in and the proposed database to be utilized. Information on hardware should also be summarized in Appendix D of this proposal.

IMPLEMENTATION AND DATA CONVERSION

In this section, the vendor shall propose a preliminary implementation schedule of the proposed system including major milestones showing the time required to complete the work. The implementation plan shall detail any vendor preferences for phasing of modules, all training necessary for users and operators in the technical aspects of the system and problem management. The training description should include; a description of the training approach; suggested court personnel to be trained; subject matter; and the duration and location of training.

The vendor shall also describe their data conversion methodology. Based upon the current system being used by the Court, the vendor should describe their approach to conversion of existing files. If possible, the vendor should estimate the amount of time required for conversion, cost of conversion and supplemental data entry for approximately 500,000 cases in approximately fifteen VSAM files. The cost of this data conversion is asked for later on in this document.

VSAM data file structures are available upon request by contacting:

Mary Giles-Hall
Information Technology
12400 Foster
Overland Park, KS 66213
913-327-6990
mgilesha@opkansas.org

MAINTENANCE

In this section, the vendor shall provide information on vendor support for installation, testing, custom programming/modifications and ongoing maintenance. Detailed information on the staffing requirements needed to implement the system within the time constraints specified in IMPLEMENTATION section should be outlined. This should include both the vendor's staffing and the Courts' staffing.

The vendor should also list whether source code will be made available for the application or, if not available, the name of the software escrow service used, contact information, and the companies policy regarding software escrow updates.

As noted in section VII of the Questionnaire the Court demands a one hour phone response to every very urgent problem reported and demands on-site support if the system is down for more than eight consecutive hours if remote diagnostics have failed to correct the problem within eight hours. Please verify that your organization is capable of offering such services.

RESOURCE PLANNING

In this section the vendor shall provide information on the assistance provided in planning for future hardware expansion and/or resource usage. Include a brief explanation as to whether the proposed system will/will not allow the operating system to account for resource usage (CPU, memory and disk usage) by user or location.

FUTURE DIRECTION

In this section the vendor shall provide information as to the future direction of the product development. Include such things and Internet support, voice recognition, imaging, electronic filing, etc.

ADDITIONAL HARDWARE/SOFTWARE

The vendor shall propose any additional automation hardware necessary for the Courts to have the optimal system. The Courts require a robust automated system. Therefore, the vendor shall propose a system that will not exceed a one-second-response time under normal operational load. The server will reside in the same building (12400 Foster in Overland Park) in which the Municipal Court operates. Court Services (Parole/Probation/Diversion at 10500 Barkley) and Police Technical Services (an inquiry only user group at 8500 Antioch) will also access the system on a frequent basis.

The City's WAN/LAN is a Novell Netware 4.10 based network. There is a full T1 Frame Relay line between 12400 Foster and 8500 Antioch. There is a 128K BRI line between 10500 Barkley and 8500 Antioch. There is no direct line from 12400 Foster to 8500 Barkley. The vendor shall advise the Court on the bandwidth requirements for approximately eight users at the Court Services location to achieve the one-second response time.

The total cost of additional hardware shall be itemized separately in this section. However it is likely that the Court will purchase the necessary server through its normal purchasing channels. If the server hardware is a PC, the Court would purchase a PC to fit in a drawer of its CUBIX file server system. If the server is an AS/400 or other mid-range computer, the Court would also likely purchase this through its normal purchasing channels. If the proposed system is UNIX based, the CUBIX may not handle the necessary server and the Court would purchase the appropriate server hardware.

Please indicate the data base management system proposed with the software also. Assume that there will be approximately thirty "heavy" users of the system and approximately forty-five "light – inquiry only" users. The Court will need a total of seventy-five software licenses.

WARRANTY

In this section the vendor should provide a copy and description of the warranties associated with the proposed system.

PROPOSAL PRICE SUMMARY

List all costs associated with the proposed system on the sheet provided as Appendix C in this proposal. This sheet is to be sealed in an envelop and in the proposal packet. The costs listed will be secondary factors in the selection of vendors. The following items are listed on Appendix C.

ITEM	DESCRIPTION OF ITEM
1	Cost of SERVER software which needs no modification (Total cost of all modules or entire system if not modular).
2	Cost of the seventy-five user licenses for the system proposed if not included in item 1 above.
3	Cost of any modifications that will be necessary to make the standard software in items 1 and 2 above compliant with the Overland Park Court needs as detailed in this document, particularly the Questionnaire.
4	Cost of any additional charges, if any, to continue providing ALL State and Federal mandated reporting/interface requirements.
5	Cost of the DBMS, operating systems, or other software licenses needed for the proposed system not already included in above items.
6	Cost of all software maintenance for first twelve months after system acceptance. This may be zero if software is under warranty for one year.
7	Cost of all software maintenance for second twelve months after system acceptance.
8	Cost of all software maintenance for third twelve months after system acceptance.
9	Cost of converting Overland Park's historical Court data into the format of the new system.
10	Cost, if any, of planning and implementation services.
11	Cost of proposed training.
12	Cost for software escrow services if applicable.
13	Cost of ALL other services, software, maintenance, warranties, etc.

VERIFICATION OF INSURANCE

Contractor shall furnish the Courts with certificates of insurance and with original endorsements affecting coverage required by this RFP. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided and/or approved by the City before work commences. The Courts reserves the right to require completed and certified copies of all required insurance policies at any time.

SYSTEM DOCUMENTATION

The vendor shall provide one copy of the written documentation and user guides for the proposed system or make these available within two working days upon request by the Court. These can be returned after the RFP and contractual process is completed if requested by the vendor.

DOCUMENTS/REPORTS ATTACHMENTS

The following are examples of documents and reports which the proposed system must produce prior to system acceptance.

JO COUNTY

MUNICIPAL COURT OF THE CITY OF OVERLAND PARK

CASELOAD SUMMARY

FOR THE QUARTER ENDING SEPTEMBER 30, 1997

1.	NUMBER OF CASES PENDING AT BEGINNING OF QUARTER			<u>9855</u>
2.	NUMBER OF CASES FILED DURING QUARTER			
A.	RECKLESS DRIVING		<u>10</u>	
B.	DRIVING UNDER THE INFLUENCE		<u>187</u>	
C.	FLEEING A POLICE OFFICER		<u>2</u>	
D.	OTHER TRAFFIC VIOLATIONS		<u>8838</u>	
E.	CRIMES AGAINST PERSONS		<u>19</u>	
F.	CRIMES AGAINST PROPERTY		<u>238</u>	
G.	CIGARETTE AND TOBACCO INFRACTIONS (BY MINORS)		<u>63</u>	
H.	OTHER CRIMES		<u>525</u>	
	TOTAL FILINGS			<u>9882</u>
	TOTAL CASELOAD			<u>19737</u>
4.	NUMBER OF CASES DISPOSED DURING QUARTER:			
		DUI	ALL OTHER	
A.	GUILTY PLEAS	<u>31</u>	<u>5716</u>	
B.	BOND FORFEITURES	<u>46</u>	<u>343</u>	
C.	DISMISSALS	<u>207</u>	<u>1718</u>	
D.	TRIALS (ON PLEAS OF NOT-GUILTY)	<u>114</u>	<u>1080</u>	
E.	DIVERSION AGREEMENTS	<u>97</u>	<u>334</u>	
	TOTAL DISPOSITIONS	<u>495</u>	+ <u>9191</u>	= <u>9686</u>
5.	NUMBER OF CASES PENDING AT END OF QUARTER			<u>10051</u>
6.	NOTICES OF APPEAL TO THE DISTRICT COURT		<u>16</u>	

CITY OF OVERLAND PARK
MUNICIPAL COURT
MONTHLY STATISTICS REPORT

SEPTEMBER 1997

	Cases Entered and Filed			Cases Closed		
	Month	YTD	Prior YTD	Div	Parole	Other
Hazardous Traffic	1508	13148	21779	111	1	1558
Non-hazardous Traffic	482	3891	5657	15	1	531
No Drivers License	11	119	171	1	0	22
No Proof Insurance	195	1285	1190	3	0	138
DUI	46	514	1020	51	13	28
Parking	100	1458	1062	3	0	340
Theft	60	614	581	14	9	24
Drugs	11	201	201	9	2	13
Animal	8	110	112	0	0	5
Other Ordinance	143	1199	1186	35	3	116
TOTAL	2564	22539	32959	242	29	2775
				TOTAL CLOSED		3046

	Cases Adjudicated as			Active Cases Pending		
	Guilty	N Guilty	Dismissed	Div	Parole	Other
Hazardous Traffic	1455	5	211	767	4	4423
Non-Hazardous Traffic	386	3	152	160	1	2694
No Drivers License	17	0	6	10	0	108
No Proof Insurance	19	0	126	56	0	970
DUI	33	3	71	593	21	600
Parking	297	0	42	1	0	211
Theft	31	2	31	277	20	886
Drugs	3	1	19	158	2	283
Animal	8	0	2	10	0	82
Other Ordinance	89	3	83	449	5	1193
TOTAL	2338	17	743	2481	53	11450
				TOTAL ACTIVE		13984

	Cases Placed on			
	Diversion	Parole		
Alcohol-related	0	1	Total Amended Charges	478
DUI	35	20		
Drug	9	1	Total Trial Settings	657
Theft	18	20		
Assault/Battery	0	4	Total Trials Held	41
Other	49	9		
TOTAL	111	55		

	Cases on Warrant Status			
	Issued	Served	Voided	Pending
Hazardous Traffic	99	33	51	1304
Non-hazardous Traffic	51	18	10	651
No Drivers License	0	1	3	20
No Proof Insurance	6	4	1	150
DUI	38	8	12	435
Parking	2	0	1	29
Theft	84	31	22	681
Drugs	23	5	4	165
Animal	4	3	3	19
Other Ordinance	47	12	10	399
TOTAL	354	115	117	3853

CITY OF OVERLAND PARK
MUNICIPAL COURT
MONTHLY STATISTICS REPORT

SEPTEMBER 1997

RECEIPTS

Fines	173,799.83		
ADSAP	11,293.87		
Bond Forfeiture	7,725.00		
Copy Fee	418.50		
Expungements	20.00		
Monitoring Fees	22,903.00		
Legal Fees	750.00		
Victim Assist Fees	5,198.50		
Reinstatements	3,500.00		
Kansas Court Costs	1,039.50		
ST Assessment Fees	11,120.00		
Diversion-Alcohol	7,402.00		
Drugs	2,082.00		
Theft	3,592.00		
Jail Fees	527.00		
Assault	.00	Court Receipts	218,517.70
Other	4,779.00	TVB/MIN Receipts	37,632.50

TOTAL COLLECTED	256,150.20	TOTAL	256,150.20
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CASELOAD SUMMARY

	Month	YTD	Prior YTD
MUNICIPAL COURT			
Hazardous Traffic	3,459	27,017	35,269
Non-hazardous Traffic	1,391	11,082	13,882
No Drivers License	44	411	432
No Proof Insurance	516	4,058	3,949
DUI	596	5,966	7,585
Parking	444	4,567	7,987
Theft	488	4,708	3,661
Drugs	186	1,887	1,868
Animal	33	380	418
Other Ordinance	669	5,906	6,043
Total Caseload	7,826	65,982	81,094
TRAFFIC VIOLATION BUREAU			
Hazardous Traffic	710	8,225	16,766
Non-hazardous Traffic	150	1,687	3,342
Parking	48	961	729
Total Caseload	908	10,873	20,837

TOTAL ADJUSTED RECEIPTS	200,345.33	1,698,232.74	1,932,922.29
(less ADSAP, Reinstatements, Kansas Court Costs, ST Assessment Fees, Monitoring Fees, Victim Assistance Fees, Legal Fees)			

Kansas Department of Revenue
Division of Vehicles
ABSTRACT OF CONVICTION

NAME _____ ADDRESS _____

CITY _____ STATE _____ ZIP _____

D. L. NO. _____ D.O.B. _____

VEHICLE REGISTRATION NO. _____ CONVICTING COURT _____

☐ Represented by Counsel _____

(Name)

☐ Written Waiver of Counsel Filed With Court

STATUTE OR ORDINANCE VIOLATED: _____

OFFENSE: _____

COMMERICAL VEHICLE ☐
HAZARDOUS MATERIAL ☐
ACCIDENT ☐

DIVERSION: Driving Under the Influence of Alcohol or Drugs - **DATE ENTERED:** _____

If convicted of Vehicular Battery or Aggravated Vehicular Homicide was the Act committed while committing a violation of:

No ☐ --- K.S.A. 8-1566, ☐ K.S.A. 8-1567 or ☐ K.S.A. 8-1568.

☐ Infraction Case No. _____
☐ Misdemeanor
☐ Felony Occurrence Date _____

COURT ACTION

A. PLEA: ☐ Guilty ☐ Not Guilty ☐ Nolo Contendere ☐ Bond Forfeited

B. FINDING BY: ☐ Court ☐ Jury _____
(Date of Conviction)

☐ Found Guilty ☐ Found Guilty, As Amended _____
☐ Found Not Guilty ☐ Dismissed

C. JUDGEMENT:
☐ Fine \$ _____ ☐ Costs \$ _____ ☐ Jail Days _____

D. DRIVERS LICENSE:
☐ Suspended For _____
(Period of Time)
☐ Revoked For _____
(Period of Time)
☐ Restricted For _____
(Period of Time)

OTHER ORDERS: _____

"I certify that the above is a true and correct abstract of the court record in this case as required by K.S.A. 8-2115 or K.S.A. 8-253."

(Signature of Judge or Clerk)

MUNICIPAL COURT CALENDAR

PAGE 1

FINAL DOCKET *RC*
OCTOBER 10, 1997 - AFTERNOON COURT

10/13/97 NUMBER	MMX	DEFENDANT NAME OFFICER LAST DATE CHARGED	FIRST PHONE	MI	CHARGE ORDINANCE	PLEA DEC	CONTINUANCE TRIAL	PAID TVB/ MAIL	DISPOSITION	FINE ADSAP DIV REIN CLS FOR KCC BND EXP STA MTR VCTM LGL
97138719 BURNETT 09/16/97					PK/HANDICAP 12.04.087	G				50.00 .00 .00 .00 C .00 .00 .00 .00 .00 .00
97139941 SCHNORENB 05/29/97		ANDREW AZAN		K	SP 15 & UNDER 12.04.033	G				75.00 .00 .00 .00 C .00 .50 .00 6.00 .00 2.50
97A46397 MILLER, M 08/16/97		TRACÉLLA N		C	760.00 THEFT 11.12.120	G	CONTINUED 02 TIMES 12/17/97 8:00 AM M	PROBATION	PAR	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00
94A24431 AULD, AMY FOR MONEY ONLY 05/06/94		BRIONNE K		K	5000.00 DRUGS 11.56.140	G	CONTINUED TIMES 10/29/97 8:00 AM M	PROBATION	PAR	109.00 125.00 .00 .00 .00 .00 .00 .00 66.00 .00
96216345 PUCKETT 04/24/96		CHARLES E		E	500.00 PHONE HARASSMENT 11.24.045	G	CONTINUED 01 TIMES 11/12/97 9:00 AM A			.00 .00 .00 .00 .00 .00 .00 .00
95133999 BEGGER, ST 05/08/95		ROMMELL			EXPIRED DL 12.04.191	G				20.00 .00 .00 .00 C .00 .50 .00 .00 .00 2.50
93A62846 SCHNORENB 11/13/93		RUSSELL L		L	1200.00 SP OVER 15 12.04.033	NG	TRIAL - 11/04/97 10:00 AM A			.00 .00 .00 .00 .00 .00 .00 .00 .00 .00

MUNICIPAL COURT CALENDAR

PAGE 2

FINAL DOCKET
OCTOBER 10, 1997 - AFTERNOON COURT

10/13/97	MMX	NUMBER	DEFENDANT NAME	FIRST LAST	PHONE	MI	CHARGE	PLEA	CONTINUANCE	PAID TVB/ MAIL	DISPOSITION	FINE	ADSAP	DIV	REIN	CLS	BND
CHARGED	ATTY NAME						ORDINANCE	DEC	TRIAL					EXP	STA	VCTM	LGL
97125122	LORHAN	DANIEL	S	C	125.00		TF CTL SIGNAL	G				66.00	.00	.00	.00	.00	C
MAURER, S							12.04.013	G				.00	.00	.00	.00	.00	.50
01/22/97												.00	.00	.00	.00	.00	6.00
												.00	.00	.00	.00	.00	2.50
												.00	.00	.00	.00	.00	.00
97138541	MOUNCE	JEREMY	F	IMP/NO TAGS	NG							.00	.00	.00	.00	.00	C
HOULAHAN,							12.04.195	G				.00	.00	.00	.00	.00	.50
08/06/97												.00	.00	.00	.00	.00	.00
												.00	.00	.00	.00	.00	2.50
												.00	.00	.00	.00	.00	.00
96844915	OWENS	IDA	P	THEFT			11.12.120					.00	.00	.00	.00	.00	.00
DALTON, N												.00	.00	.00	.00	.00	.00
08/06/96												.00	.00	.00	.00	.00	.00
												.00	.00	.00	.00	.00	.00
97145590	TAYLOR-KLEIN	PAIGE	G	SP SCHOOL ZN	NC		12.04.033	G				110.00	.00	.00	.00	.00	C
KOEHN, WI												.00	.00	.00	.00	.00	.50
09/05/97												.00	.00	.00	.00	.00	6.00
												.00	.00	.00	.00	.00	2.50
												.00	.00	.00	.00	.00	.00
97B38298	WATTS	KIMBERLY	V	THEFT			11.12.120	G				.00	.00	.00	.00	.00	.00
SCHMIDT,	MELINDA WHITMAN											.00	.00	.00	.00	.00	.00
07/09/97												.00	.00	.00	.00	.00	.00
												.00	.00	.00	.00	.00	.00
												39.00	.00	.00	.00	.00	.00

FINAL DOCKET
OCTOBER 10, 1997 - AFTERNOON COURT

10/13/97 MNX

TOTAL FINES	:	430.00			
TOTAL ADSAP PAYMENTS	:	125.00			
TOTAL BOND FORFEITURE	:	.00			
TOTAL DIVERSION 01	:	.00			
TOTAL DIVERSION 04	:	.00			
TOTAL DIVERSION 07	:	.00			
TOTAL DIVERSION 10	:	.00			
TOTAL EXPUNGEMENTS	:	.00			
TOTAL MONITORING FEES	:	66.00			
TOTAL LEGAL FEES	:	39.00			
TOTAL COPY FEE	:	.00			
TOTAL REINSTATEMENTS	:	50.00			
TOTAL KANSAS COURT COSTS	:	2.50			
TOTAL STATE ASSESSMENT	:	18.00			
TOTAL VICTIM FEES	:	12.50			
TOTAL RECEIVED	:	743.00			
			TOTAL DIVERSION 02	.00	
			TOTAL DIVERSION 05	.00	
			TOTAL DIVERSION 08	.00	
			TOTAL DIVERSION 03		.00
			TOTAL DIVERSION 06		.00
			TOTAL DIVERSION 09		.00

AGENDA

9:00 AM - 10:00 AM	Technical Questions (database, customization, hardware, etc.)
10:00 AM - 10:15 AM	Break
10:15 AM - noon	Task Demonstration (users participating)
	Data Entry
	Calendaring/Scheduling Cases
	Payment Processing
	Bond Tracking
	Warrant Processing
	Financial Reconciliation Process
	Collections Management
	Probation/Parole Case Management
	Ad Hoc Reporting
	Forms/Letters
	Community Service Tracking
	User Security Features
	Audit Capabilities
	Judge's Electronic Bench Notes
	Officer's Schedules/Court Date Assignment
Noon - 1:30 PM	Lunch
1:30 PM - 3:00 PM	Demo continued, if needed
3:00 PM - 3:15 PM	Break
3:15 PM - 5:00 PM	Q & A related to pricing, data conversion, site visits, etc.

Overland Park Municipal Court *Questionnaire*

Name: _____

1. What were the best features of this system?

2. What was the worst feature(s) of this system?

3. How would this system help your work?

4. On a scale of 1 to 10, with the higher score being better, how would you rate this system?