

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of County Commissioners
Mark McCauley, County Administrator

FROM: Amanda Hamilton, County Clerk
Brian Gleason, District Court Administrator

DATE: June 23, 2025

SUBJECT: Disbursements Agreement for Card Issuance

STATEMENT OF ISSUE: The Clerk's Office and District Court are in a unique position of sharing jury system administration. The Clerk is responsible for the jury source list, and District Court runs the program. The Clerk pays for the cost of qualifying jurors, and District Court has the personnel and annual software maintenance in their budget. The current system is paper based and no longer supported by the vendor. The proposed system is web based, and will streamline the entire process, as well as allow potential jurors the ability to respond to the call for service from their computer, eliminating a trip to the courthouse or postage. The web based program will also greatly reduce the need to process completed paper forms on the back end.

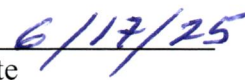
ANALYSIS: This agreement will update our jury services using the same vendor and will save paper and printing costs, postage, as well as the staff time in both departments associated with processing approximately 400 paper questionnaires every 2 weeks. IT's strong preference is for cloud based hosting solution. The transition to juror pay cards will integrate with the jury system and save the Auditor's Office the time and cost of processing juror payments, and associated escheatment of uncashed one-time payments.

FISCAL IMPACT: The proposed one-time cost is \$52,836.00 for the upgrade to the web-based jury system, juror interface set up, and migration to the cloud. The ongoing annual cost for the cloud hosted system maintenance, juror interface maintenance and juror payment debit card module is \$27,866.00. The Board has previously approved the budget appropriation. ***The load fee is 0.73 per card.**

RECOMMENDATION: Please review and approve these Agreements for Service.

REVIEWED BY:


Mark McCauley, County Administrator


Date

CONTRACT REVIEW FORM
(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Rapid Financial Solutions, LLC

Contract No: JURORCARDS2025

Contract For: Juror Debit Card Issuance

Term: 1 year renewal terms, option to extend up to 5 years

COUNTY DEPARTMENT: County Clerk, District Court
Contact Person: Amanda Hamilton, Brian Gleason
Contact Phone: 360-385-9128, 360-385-9134
Contact email: amanda.hamilton@co.jefferson.wa.us

AMOUNT: \$0.73 load fee per card

Revenue: _____

Expenditure: _____

Matching Funds Required: _____

Sources(s) of Matching Funds: _____

Fund # 001 080

Munis Org/Obj DC51240 490411

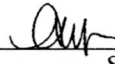
PROCESS:

☒ Exempt from Bid Process
☐ Cooperative Purchase
☐ Competitive Sealed Bid
☐ Small Works Roster
☐ Vendor List Bid
☐ RFP or RFQ
☐ Other: _____

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

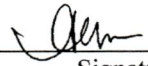
CERTIFIED: ☒ N/A: ☐


Signature

3/28/2025
Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☒ N/A: ☐


Signature

3/28/2025
Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 4/17/2025.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 4/16/2025.

Software agreement - thank you for making the changes to comply with 3.55 JCC.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY (IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL



Disbursements Agreement For Card Issuance

This Disbursements Agreement for Card Issuance ("Agreement") is the entire agreement between the Entity listed below ("Client") and Rapid Financial Solutions, LLC ("Rapid"), an indirect wholly owned subsidiary of Tyler Technologies, Inc., 3065 N. 200 W, Suite #200 North Logan, UT 84341, relating to the propriety software products and services procured through Rapid, or its Affiliates, and this Agreement governs the Client's use of Rapid's proprietary software products and services.

Entity Name: Jefferson County
Physical Address: 1820 Jefferson Street, Port Townsend, WA 98368
Phone Number: 360-385-9125
Fax: 360-385-5672
Tax ID Number: 91-6001322

This Agreement and its Exhibits represent the entire agreement between the Client and Rapid (collectively, the "Parties") relating to the propriety software products and services procured through Rapid and it governs the Client's use of Rapid's proprietary software products and services.

WHEREAS, Client selected Rapid to provide the certain items set forth in the Order Form, including providing Client with access to Rapid's proprietary Disbursements Software, and Rapid desires to provide such products and services under the terms of this Agreement.

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

SECTION A – DEFINITIONS

1. "Agreement" means this Disbursements Agreement for Card Issuance, including all exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein.
2. "Affiliate" means any person or entity controlled by, under common control of, or controlling Rapid.
3. "Association" means a group of Card issuer banks or debit networks that facilitates the use of payment cards accepted under this Agreement for processing, including, without limitation, Visa, U.S.A., Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers, gift card, and other stored value and loyalty program providers.
4. "Card" means the network branded prepaid debit card issued by Issuer.
5. "Client" means the party indicated on the signature block or, in the absence of a signature block, the Investment Summary or Purchase Order accepting this Agreement.
6. "Client Data" means your data necessary to use the Disbursements Software.

7. "Confidential and Proprietary Information" means all information in any form relating to, used in, or arising out of Rapid or its Affiliate's business, services, or operations (whether held by, owned, licensed, possessed, or otherwise existing in, on or about Rapid's premises or Client's offices, residence(s), or facilities and regardless of how such information came into being, as well as regardless of who created, generated or gathered the information), including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to Rapid's or its Affiliate's inventions, trade secrets, ideas, creations, works of authorship, business documents, licenses, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, processes, analyses, customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, financial planning data, pricing, designs, logos, proposed trademarks or service marks, test results, product or service literature, product or service concepts, process data, specification data, know how, software, databases, database layouts, design documents, release notes, algorithms, source code, screen shots, other research and development information and data, technical or security information or architecture, and Intellectual Property. Notwithstanding the foregoing, Confidential and Proprietary Information does not include information that: (a) becomes public other than as a result of a disclosure by Client in breach hereof; (b) becomes available to Client on a non-confidential basis from a source other than Rapid, which is not prohibited from disclosing such information by obligation to Rapid; (c) is known by Client prior to its receipt from Rapid without any obligation of confidentiality with respect thereto; or (d) is developed by Client independently of any disclosures made by Rapid.
8. "Disbursements Software" means Rapid's proprietary software, APIs, processes, user interfaces, know-how, techniques, designs, ideas, concepts, and other tangible or intangible technical material or information provided to Client through remote electronic access.
9. "Documentation" means any online or written documentation related to the use or functionality of the Disbursements Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
10. "Force Majeure" means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
11. "Intellectual Property" means, collectively computer programs, software, systems, related documentation, technology, services, know-how, and processes, developed by Rapid and its Affiliates.
12. "Investment Summary" means the agreed upon cost proposal or quote for the products and services.
13. "Issuers" and "Sponsor Bank" means the FDIC insured bank that is a member of the Associations and that gives—or issues—credit and debit cards to cardholders or account holders.
14. "Order Form" means an ordering document that includes a quote or Investment Summary and specifies the items to be provided by Rapid to Client, including any addenda and supplements thereto.
15. "Rapid" means Rapid Financial Solutions, LLC, an indirect wholly owned subsidiary of Tyler Technologies, Inc.
16. "we," "us," "our" and similar terms mean Rapid.
17. "you" and similar terms mean Client.

SECTION B – SCOPE OF SOFTWARE AND SERVICES

1. The Disbursements Software provides card issuance and digital disbursements on a single platform through the use of its Affiliates and third-party issuers, sponsor banks, and other third-party providers. Rapid will provide the Disbursements Software identified in the Order Form.
2. If any change in the processing services or the system are required by applicable laws, rules, regulations, or other operating rules of the applicable payment networks, Issuers or other relevant financial institution, Rapid will promptly notify Client of such modifications or changes and make modifications or changes, as necessary to, (i) the system and/or (ii) the manner and methods used to provide the processing services hereunder, as soon as practicable after Rapid has been notified of such required changes by the payment network, Issuer or financial institution or learns of an applicable law, rule or regulatory change. Any such modification or change so required shall be made without the need for Client approval and at Rapid's sole expense. Rapid shall use its reasonable efforts to give Client timely notice of all material changes to the program or system which are being made to comply with any known changes in federal or state laws, rules or regulations or the operating rules of the payment networks, Issuer or other relevant financial institution.
3. Rapid is entitled to rely on the information and instructions provided by Client. Client will provide Rapid with the payment information, and account details or mailing address for the recipients. Client is responsible to keep such information and instructions current and accurate. Client agrees that such information and instructions constitute the Client's authorization and instruction to Rapid to authorize such transfers. Once Client has provided its authorization for a payment, Client may not be able cancel the payment and Client agrees to take full responsibility for the payment amount that is provided to fully reimburse Rapid for all payments that Rapid disburses pursuant to this section, plus fees due to Rapid for such disbursements. Client understands and agrees to pay and fully reimburse Rapid for all such amounts, regardless of whether Client's information or instructions contained an error.

SECTION C – DISBURSEMENTS SOFTWARE

1. Rights Granted. Rapid hereby grants Client a non-exclusive, non-assignable limited right to use the Disbursements Software and related Intellectual Property solely for its governmental purposes for the term of the Agreement, as identified in the Order Form.
2. Ownership. Rapid, and its Affiliates (and its licensors, where applicable), owns all right, title, and interest, in and to the Disbursements Software, Intellectual Property, or any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Client or any other party relating to the services. All rights in the Disbursements Software and Intellectual Property not expressly granted to Client are reserved by Rapid, its Affiliates, and its licensors. Client acknowledges that the license rights granted herein are limited to Client's use exclusively and that Client does not have the right to sub-license the Disbursements Software or third-party intellectual property in either their original or modified form.
3. Right to Client Data. Rapid acknowledges that as between the parties, Client controls the means and uses of Client Data; provided, however, that Client grants Rapid the right to use any and all Client Data: (i) to perform its obligations described in the Order Form, (ii) for back-up, testing or

fraud monitoring purposes, (iii) to fulfill obligations under applicable law or legal order, and (iv) to the extent permitted by applicable law, in blinded, deidentified or aggregated form for the purpose of data analysis, compilation, interpretation, study, reporting, publishing, improvement of the Disbursements Software, and product and service improvement. Notwithstanding the foregoing, if Client provides Rapid with the cell phone number and/or email address of the recipient, then the information will be solely used to send the recipient notification and for security purposes. Following the termination of the Agreement, and subject to applicable state and federal record retention laws and regulatory compliance, Rapid will destroy the cell phone number and/or email address provided by Client.

4. Obligations.

- 4.1 Client shall at all times be responsible for its own compliance with applicable laws, operating rules, and regulations, including but not limited to the Operating Rules and Guidelines of the National Automated Clearing House Association (NACHA), the Electronic Funds Transfer Act (EFTA), Regulation E of the EFTA, applicable data privacy and data protection laws, and the Fair Credit Reporting Act (FCRA).
- 4.2 Client agrees that Rapid does not control the inputs affecting the amount that is to be paid to the recipients. Client agrees to take full responsibility for the payment amount that is provided to Rapid and shall regularly audit its own bank accounts.
- 4.3 Client is responsible for maintaining the security of all passwords and access credentials granted to it, for the security of its information systems used to access the Disbursements Software, and for its end users' use of the Disbursements Software. Client is responsible for all activities conducted under its login credentials. Rapid has the right at any time to terminate or suspend access to any user if Rapid reasonably believes that such termination or suspension is necessary to preserve the security, integrity, or accessibility of the Disbursements Software, any Client Data, Rapid, or Rapid's other customers.
- 4.4 As required by the EFTA and Regulation E, if Client is providing a government benefit, including but not limited to distributing non-needs-tested benefits and/or gate money, then:
 - 4.4.1 Client shall strictly ensure that any person to whom a card may be issued under the Agreement is, in advance of the issuance of a card, provided with a clear and conspicuous choice of payment other than the card, such as, but not limited to, payment by check (the "Payment Choice Requirement").
 - 4.4.2 Upon Rapid's request no more frequently than quarterly, Client will promptly provide Rapid with a written certification with respect to Client's compliance with the Payment Choice Requirement.
 - 4.4.3 Client's noncompliance with the Payment Choice Requirement shall (A) constitute a material breach of this Agreement by Client and give Rapid the right to immediately terminate this Agreement upon written notice to Client, and (B) entitle Rapid to reimbursement by Client from and against any and all claims, actions, liability, judgments, damages, costs, fines, penalties, and expenses, including reasonable attorneys' fees imposed on Rapid, to the extent arising from Client's noncompliance with the Payment Choice Requirement, which indemnification obligation shall survive the termination or expiration of the Agreement.

- 4.5 Rapid will communicate with the Sponsor Bank and or Issuer on the Client's behalf for the purpose of providing the Sponsor Bank and/or Issuer with the details of the disbursement of payments to the specified recipients in accordance with the instructions provided by Client.
- 4.6 The parties acknowledge that neither Rapid, nor its Affiliates are a bank and they are not providing any banking services hereunder. No provision of this Agreement should be read or interpreted to authorize or require Rapid to perform any action that would cause Rapid or its Affiliates to be subject to, or in violation of, any federal, state or local law or regulation applicable to banks or other financial institutions or financial service providers.
- 4.7 Client is solely responsible for (i) using frequently updated, industry standard virus and malware protection software to prevent the introduction of viruses and other malware into the services from Client's network or hardware; and (ii) identifying and preventing any unauthorized access to, use of, or disclosure of the services or any content on the services by advising Rapid promptly, but in no event more than two business days after Client learns of such access, use or disclosure. In addition, Client agrees to access, and require users of the Rapid solutions to access, the services in a secure manner in compliance with Rapid's reasonable standards established from time to time.
5. Restrictions.
- 5.1 Client may not:
- 5.1.1 make the Disbursements Software or Documentation available in any manner to any third party for use in the third party's business operations;
 - 5.1.2 modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Disbursements Software;
 - 5.1.3 access or use the Disbursements Software to build or support, and/or assist a third party in building or supporting, products or services competitive to us;
 - 5.1.4 license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the Disbursements Software or Documentation available to any third party other than as expressly permitted by this Agreement; or
 - 5.1.5 use the Disbursements Software to make or facilitate any transaction that is fraudulent or illegal in any applicable jurisdiction. Rapid shall have the right to prevent anyone who may, in Rapid's sole determination, violate, or be suspected of violating, any federal or state law, rule or regulation, or violate any operating rules from accessing the Disbursements Software.
- 5.2 Rapid reserves the right to monitor card activity on any system and to shut down and/or suspend processing services in the event that it determines, in its reasonable discretion, that there is illegal, unusual, or suspect activity occurring in relation thereto. Rapid shall have no liability to Client for any adverse financial or other consequences that may result from any action taken pursuant to this section.

- 5.3 Notwithstanding anything to the contrary in this Section 5.1, you may disclose, with our written consent, not to be unreasonably withheld, the Disbursements Software or Documentation to a third party you consult with regarding the implementation or use of the Disbursements Software. You must ensure that any such third-party's use is subject to the terms of this Agreement, and you acknowledge and agree that you are liable for any breach of the terms of this Agreement by such third party.

SECTION D – THIRD-PARTY PROVIDERS

Rapid, in its sole discretion, may contract with alternate Issuers, or other third-party providers to provide services under this Agreement. In such event, Client shall reasonably cooperate with Rapid, or its Affiliates, including by executing new third-party agreements; provided, however, that if the terms and conditions of the new third-party agreements are substantially different than this Agreement, then Client shall have the right to terminate this Agreement.

SECTION E – TERM AND TERMINATION

1. Term. Unless otherwise provided in the Order Form, or unless the Client procures the Disbursements Software through a third-party, the initial term of this Agreement shall commence on the date on which Client signs the Order Form, and shall continue in effect for one (1) year (the "Initial Term") unless otherwise set forth on an Order Form. Upon expiration of the Initial Term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. In no event shall there be more than four (4) renewals without the execution of a new Contract. Your right to access or use the Disbursements Software will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section G(1).

2.1 *Failure to Pay Fees*. Client acknowledges that continued access to the Disbursement Software and related services is contingent upon your timely payment of fees. Rapid may terminate this Agreement if Client does not cure a failure to pay within sixty (60) days of Rapid's notice to Client that Client has overdue payments.

2.2 *For Cause*. If Client believes Rapid has materially breached this Agreement, Client will invoke the Dispute Resolution clause set forth in Section G(1). Client may terminate this Agreement for cause after following the procedures set forth in Section G(1).

2.3 *Force Majeure*. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the Disbursements Software for a period of forty-five (45) days or more.

2.4 *Lack of Appropriations*. If Client should not appropriate or otherwise make available funds sufficient to utilize the Disbursements Software, Client may unilaterally terminate this Agreement upon thirty (30) days written notice to Rapid. Client will not be entitled to a refund or offset of previously paid, but unused subscription fees. Client agrees not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION F – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third-party claim(s) that the Rapid Software or Documentation infringes that third-party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section F(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Rapid Software in contradiction of this Agreement, including with non-licensed third parties.
- 1.3 If an infringement or misappropriation claim is fully litigated and your use of the Rapid Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either:
 - 1.3.1 procure the right to continue its use;
 - 1.3.2 modify it to make it non-infringing; or
 - 1.3.3 replace it with a functional equivalent.

We may elect to employ these remedies in advance of litigation if we receive information concerning an infringement or misappropriation claim.

- 1.4 This section provides your exclusive remedy for third-party copyright, patent, or trademark infringement and trade secret misappropriation claims

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (i) personal injury, death, or damage to tangible property, all to the extent caused by our negligence or willful misconduct; or (ii) our violation of law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (i) personal injury, death, or damage to tangible property, all to the extent caused by your negligence or willful misconduct; or (ii) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.
- 2.3 To the extent permitted by applicable law, Client shall reimburse and hold harmless Rapid, its Affiliates, and third-party providers from and against any claim, loss or action related to Client's interpretation or violation of applicable law, including, without limitation, any

election by Client to apply custom fee structures, client surcharges, and/or Client decisions and directions on recovery of inactivated cards or unspent funds.

3. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, RAPID AND ITS AFFILIATES' LIABILITY TO CLIENT FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO CLIENT'S ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE TOTAL FEES PAID TO RAPID UNDER THIS AGREEMENT (NET OF ASSOCIATION INTERCHANGE FEES, ASSESSMENTS AND FINES, BANKING FEES, OR MERCHANT FEES) FOR THE TWELVE MONTHS PRIOR TO THE TIME THE LIABILITY AROSE. □□

WHILE BOTH PARTIES ACKNOWLEDGE THAT THIS IS AN AGREEMENT FOR SERVICES TO WHICH THE UNIFORM COMMERCIAL CODE DOES NOT APPLY, IN NO EVENT SHALL RAPID, OR ITS AFFILIATES BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS INCOME OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

4. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT RAPID DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.

SECTION G – GENERAL TERMS AND CONDITIONS

1. **Performance Issues and Dispute Resolution.**
- 1.1 *Notice.* You agree to provide us with written notice within thirty (30) days of receipt of an invoice (for invoice disputes) or, in the case of performance, becoming aware of an issue related to our performance under this Agreement.
- 1.2 *Invoice Issues.*
- 1.2.1 If the issue relates to an invoice, your notice must include the following: (i) the issue(s) with the invoice; (ii) the specific fee(s) at issue; and (iii) the corrective action(s) you are requesting of Rapid.
- 1.2.2 We will provide a response to your notice that (i) supports the validity of the invoice as issued by us; (ii) adjusts the invoice; or (iii) describes our plan to address the issues identified in your notice.
- 1.2.3 You agree to pay all undisputed fees by the due date. You acknowledge that you forfeit your right to dispute any fees under this Agreement when you fail to pay undisputed fees within sixty (60) days of our notice that the fees are overdue.
- 1.2.4 In addition to any other remedies available to us under this Agreement or law for non-payment, we reserve the right to recover from you our reasonable costs of collection associated with your failure to timely pay amounts due under this Agreement.
- 1.2.5 WE RESERVE THE RIGHT TO SUSPEND PERFORMANCE OF ANY SERVICE, INCLUDING ACCESS TO SAAS SERVICES, FOR FAILURE TO TIMELY PAY

UNDISPUTED FEES FIFTEEN (15) DAYS FOLLOWING OUR NOTICE OF INTENT TO DO SO.

- 1.3 *Dispute Resolution*. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
2. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities, and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
3. Nondiscrimination. We will not discriminate against any employee or applicant in our employment practices or the performance of our duties, responsibilities, and obligations under this Agreement because of race, color, religion, gender, age, disability, religious beliefs, national, or ethnic origin. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
4. E-Verify. We use the U.S. Department of Homeland Security's E-Verify system to confirm the eligibility of all current employees and persons hired during the contract term to perform services within the United States under this Agreement.
5. Subcontractors. We will not subcontract any Professional Services specifically for this Agreement without your prior written consent, not to be unreasonably withheld.
6. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
7. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

8. No Intended Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third-Party Terms.
9. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, or implied. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified in writing, signed by an authorized representative of the party against whom enforcement is sought.
10. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
11. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
12. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
13. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (i) actual receipt by the receiving party; or (ii) five (5) days following deposit with registered or certified mail with proper postage affixed and addressed to the other party at the address set forth in this Agreement or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

Notices to Rapid shall be sent to: ☐

Tyler Technologies, Inc. ("LEGAL NOTICE") ☐
7701 College Boulevard ☐ Overland Park, Kansas 66210 ☐
Attention: Legal Department ☐
Email: legal@tylertech.com ☐

With a copy to: Tyler Technologies, Inc. ("LEGAL NOTICE") ☐ Tyler Drive ☐ Yarmouth, ME 04096 ☐
Attention: Chief Legal Officer

14. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

15. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- 15.1 is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - 15.2 a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - 15.3 a party receives from a third party who has a right to disclose it to the receiving party; or
 - 15.4 is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
16. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
17. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state or commonwealth of domicile, without regard to its rules on conflicts of law.
18. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
19. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. In such cases, we reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
20. Unclaimed Property. Rapid will comply with the applicable escheatment laws.

IN WITNESS WHEREOF: the Parties agree to the terms and conditions of this Agreement and have duly authorized their respective representatives to sign it on the dated indicated below.

CLIENT:

JEFFERSON COUNTY WASHINGTON

Board of County Commissioners

Jefferson County, Washington

By: _____
Heidi Eisenhour, Chair Date

By: _____
Greg Brotherton, Commissioner Date

By: _____
Heather Dudley-Nollette, Commissioner Date

SEAL:

ATTEST:

Carolyn Gallaway, CMC Date
Clerk of the Board

Approved as to form only:

P. C. Hunsucker *6/17/2025*
Phil Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney

RAPID

Hannah May Date: 06/05/2025
BY:
Printed Name: Hannah May
Title: General Counsel, State & Federal Group



Exhibit A

Disbursements Software Product Description and Overview

The Disbursements Software is Rapid's proprietary software, APIs, processes, user interfaces, know-how, techniques, designs, ideas, concepts, and other tangible or intangible technical material or information provided to Client through remote electronic access. The specific software and services Client is procuring will be identified in the Order Form. Features and functionality are described below:

Court Funds: The Payment Management Program of Court Funds streamlines the process of paying recipients through our electronic funds transfer process utilizing prepaid cards as well as other digital solutions.

Disbursements Software Process Overview:

1. Rapid will provide Client with an inventory of Disbursement Pamphlets and continue to fulfill inventory requirements per the Client's usage.
2. Rapid provides Client with the account numbers and Client is responsible for assigning each individual recipient with one of the account numbers and providing the Disbursement Pamphlet to the recipient. The Disbursement Pamphlet contains the prepaid debit card ("Card"), the terms and conditions that govern the use of the Card, ("Cardholder Agreement"); information on how to contact customer service and other FAQ that might be useful for ease of use.
3. When Client is ready to pay the recipient, Client will provide Rapid with the payment file or payment instructions detailing the tokenized account number, recipient's information, and the amount to be loaded onto the Card and once received by Rapid, Rapid provides the same details to the Sponsor Bank, and the Sponsor Bank loads the funds to the Cards, which will be immediately available on the associated Card.
4. Options that the recipient will have to access their funds:
 - a. Use the prepaid Mastercard at any retail location that accepts Mastercard.
 - b. Cash out the card at a principal MasterCard I bank (All major banks).
 - c. Instantly transfer funds to a personal debit card.
 - d. Direct deposit into their personal bank account.
 - e. Push to their PayPal or Venmo account.
 - f. Request a paper check.
 - g. Donate the funds to a charity of their choice.
 - h. Use the funds to purchase a gift card.



Exhibit B

Invoicing and Payment Terms

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

FEES and INVOICING/FUNDING MODEL

1. Fees. Client agrees to pay Rapid the SaaS Fees and Implementation Fees, if applicable as set forth in the Order Form.
2. Invoicing and Payment. If the funding model includes SaaS Fees, then Rapid, or its affiliate, will invoice Client the SaaS Fees and Implementation Fees at the commencement of the Agreement, or as otherwise agreed upon by the parties in writing. Unless otherwise specified in the Order Form, the currency is US Dollars and payment for undisputed invoices is due within sixty (60) days of receipt of invoice. Unless expressly set forth in the Order Form, fees are exclusive of taxes and third-party reseller fees. In the case of Client purchasing directly from Rapid, Rapid's electronic payment information is provided in the invoice sent to Client and any billing inquiries by Client should be directed Rapid's Accounts Receivable Department at 1-800-772-2260 (press 2) or email: AR@tylertech.com.
3. Funding Model. Client will indicate in the Order Form which of the following two funding models it will use and complete the applicable documents for each.
 - a. If Client selects the funding model whereby Client pushes payment to Rapid prior to Card loading, then, Client acknowledges and agrees that card accounts are credited in real-time, and Rapid operates on a good funds model and that funds must be available and on deposit at Rapid's financial institution before card account can be credited.
 - b. If Client selects the funding model whereby Rapid debits the payments from the Client's account, then Client agrees to the following:
 - i. Client shall identify and hereby authorizes Rapid to conduct an Automated Clearing House (ACH) debit from and/or ACH credit to the bank account at the depository financial institution identified by Client (the "Designated Account") on a daily basis, or as needed for the prior 24-hour cycle of debits and credits to card accounts.
 - ii. Client agrees to maintain the Designated Account. Client hereby authorizes Rapid to withdraw funds from the Designated Account without signature or notice to initiate all offsets, deductions, and other transactions due Rapid as provided for in this Agreement or from the services provided pursuant to this Agreement. Client further agrees to execute any additional documents that may be required for Rapid to enforce its rights under this Agreement. Client is solely responsible for all fees associated with maintaining the Designated Account.

Rapid shall notify Client if at any time there are insufficient funds in the Designated Account to cover any amount that is due and owing to Rapid. Client shall promptly pay such amount to Rapid.

- iii. This authorization is to remain in full force and effect until Rapid has received written notification from Client of its termination in such time and in such manner as to afford Rapid and the depository financial institution named below a reasonable opportunity to act on it. Client shall give Rapid no less than three (3) banking business days' notice if the Designated Account is to be changed so as to allow sufficient time for Rapid to make the necessary system modifications.
- iv. Client acknowledges and agrees that (a) card accounts are credited in real-time; (b) Rapid operates on a good funds model, and (c) funds must be available and on deposit at Rapid's financial institution before card account can be credited.



Exhibit C Order Form

PAYMENT MANAGEMENT SOLUTION SERVICES SELECTED:

☐ **Court Funds**

The Payment Management Program of Court Funds streamlines the process of paying recipients through our electronic funds transfer process utilizing prepaid cards as well as other digital solutions.

Cost to Client:

Load Fee. \$ 0.73 per year, billed quarterly. A "Load" is defined as the process of loading funds onto one debit card.

Funding model selection (check one):

- ☐ Rapid debits the payments from the Client's account.
- ☐ Client pushes payment to Rapid prior to Card loading.