

STATEMENT OF WORK

AMENDMENT 1

CITY AND COUNTY OF HONOLULU  
DIVISION OF TREASURY

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Real Property Tax Payments

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Version 1.00

Document Number – CCHNL.FY2024.006.A1

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## OVERVIEW

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This Statement of Work (“SOW”) document identifies the responsibilities between the City and County of Honolulu (“COUNTY”) and the Hawaii Information Consortium, LLC dba Tyler Hawaii (“TYLER”), the Internet Portal provider for the State of Hawaii. This document is subordinate to the requirements stated in RFP-08-11-SW, Internet Portal Manager and Service Provider, TYLER’s Proposal and the contract between the State of Hawaii and TYLER dated December 3, 2007 (collectively referred to as the “CONTRACT”).

The SOW is subordinate to the Service Level Agreement (“SLA”) between the COUNTY and TYLER signed and dated on March 24, 2014. This SOW is subject to all terms and conditions thereof unless specifically designated as exceptions in this document.

This SOW is an amendment to the original SOW titled “Real Property Tax Payments” executed between TYLER and COUNTY on April 19, 2023.

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## PURPOSE STATEMENT

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The COUNTY would like to modify the terms regarding credit card chargebacks and ACH returns under the Transaction Fees section of the original SOW.

### **Original SOW TRANSACTION FEES terms**

For all transactions completed, there will be a Transaction Fee due and payable to NIC HI. See Exhibit A for details on fees.

Any costs incurred by NIC HI associated with unsuccessful contest of a charge-back, cancellation, or insufficient funds will be invoiced to COUNTY as explained below.

### **Credit Card Chargebacks**

NIC HI will make an initial effort to collect on all credit card chargebacks. NIC HI’s customer service staff will endeavor to satisfy merchant bank requests. In the event that NIC HI is unable to successfully contest a credit card chargeback, NIC HI will invoice COUNTY the original real property tax amount on a monthly basis. NIC HI will not invoice COUNTY for the \$2.50/property convenience fee, credit card fee, nor the \$25.00 chargeback fee.

### **ACH Returns (consolidated ACH via NIC HI only):**

Some eCheck (ACH) transactions may be returned due to insufficient funds or because the bank account information was entered incorrectly by the customer. NIC HI will notify COUNTY of any returned payments, and invoice COUNTY the original transaction amount (real property tax amount and the \$2.50/property convenience fee) on a monthly basis. NIC HI will not invoice COUNTY for the \$25.00 return fee. COUNTY will be responsible for collections on ACH returns.

### **Refunds**

COUNTY will be responsible for issuing any refunds. NIC HI will not invoice the COUNTY for any refunds.

Any and all fees and payment policies may be altered by mutual agreement in writing between COUNTY and NIC HI via an SOW Amendment.

**New SOW Amendment 1 TRANSACTION FEES terms**

For all transactions completed, there will be a Transaction Fee due and payable to TYLER. See Exhibit A for details on fees.

Any costs incurred by TYLER associated with unsuccessful contest of a charge-back, cancellation, or insufficient funds will be invoiced to COUNTY as explained below.

**Credit Card Chargebacks**

TYLER will notify COUNTY of any credit card chargebacks, and the real property tax amount of the transaction will be deducted from the next disbursement to the COUNTY. TYLER will not invoice COUNTY for any convenience, transaction processing, or chargeback fees. COUNTY will be responsible for collections on credit card chargebacks.

**ACH Returns (consolidated ACH via TYLER only):**

Some eCheck (ACH) transactions may be returned due to insufficient funds or because the bank account information was entered incorrectly by the customer. TYLER will notify COUNTY of any returned payments, and the real property tax amount of the transaction will be deducted from the next disbursement to the COUNTY. TYLER will invoice COUNTY monthly for the \$2.50/property convenience fee for any returned payments. TYLER will not invoice COUNTY for the \$25.00 return fee. COUNTY will be responsible for collections on ACH returns.

**Refunds**

COUNTY will be responsible for issuing any refunds. TYLER will not invoice the COUNTY for any refunds.

Any and all fees and payment policies may be altered by mutual agreement in writing between COUNTY and TYLER via an SOW Amendment.

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**STAKEHOLDERS**

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**City and County of Honolulu**

Department of Budget and Fiscal Services, Division of Treasury  
530 South King Street, Room 115  
Honolulu, HI 96813

**Hawaii Information Consortium, LLC dba Tyler Hawaii**

201 Merchant Street Suite 1805  
Honolulu, HI 96813

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**CHAIN OF COMMAND**

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**COUNTY**

Andrew T. Kawano, Director, Department of Budget and Fiscal Services

Carrie Castle, Deputy Director, Department of Budget and Fiscal Services

Jeanne Taketa, Revenue Collections Administrator, Division of Treasury

Zhe Wen, Acting Assistant Revenue Collections Administrator,

Division of Treasury

**TYLER**

Bertrand Ramos, General Manager

Janet Yee, Director of Portal Operations

Zheng Fang, Director of Development

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**SIGN OFF**

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I, the undersigned, have the authority to make binding decisions and have the authority to sign on behalf of my respective agency/department regarding projects in collaboration with TYLER.

Date: FEB - 9 2024



Andrew T. Kawano  
Director, Department of Budget and Fiscal Services <sup>vw</sup> <sub>14</sub>  
City and County of Honolulu

Date: 

Bertrand Ramos  
General Manager  
Hawaii Information Consortium, LLC  
dba Tyler Hawaii

REVIEWED AND APPROVED:

Date:

ACCESS HAWAII COMMITTEE

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By: Douglas Murdock  
Chief Information Officer  
Office of Enterprise Technology Services  
State of Hawaii

APPROVED AS TO FORM AND LEGALITY

  
Deputy Corporation Counsel