



RESOLUTION No. 21-470

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING A MAINTENANCE ADDENDUM TO THE SERVICES AGREEMENT FOR SOFTWARE MAINTENANCE SERVICES WITH HARRIS LOCAL GOVERNMENT SOLUTIONS INCORPORATED PERTAINING TO NEVADA COUNTY CLERK-RECORDER'S RECORDING AND ACCOUNTING SYSTEM

WHEREAS, in 2008, per Resolution 08-564, the Board of Supervisors authorized the execution of a software license agreement with Aptitude Solutions, now known as Harris Local Government Solutions Incorporated, pertaining to the Nevada County Clerk-Recorder's Recording System; and

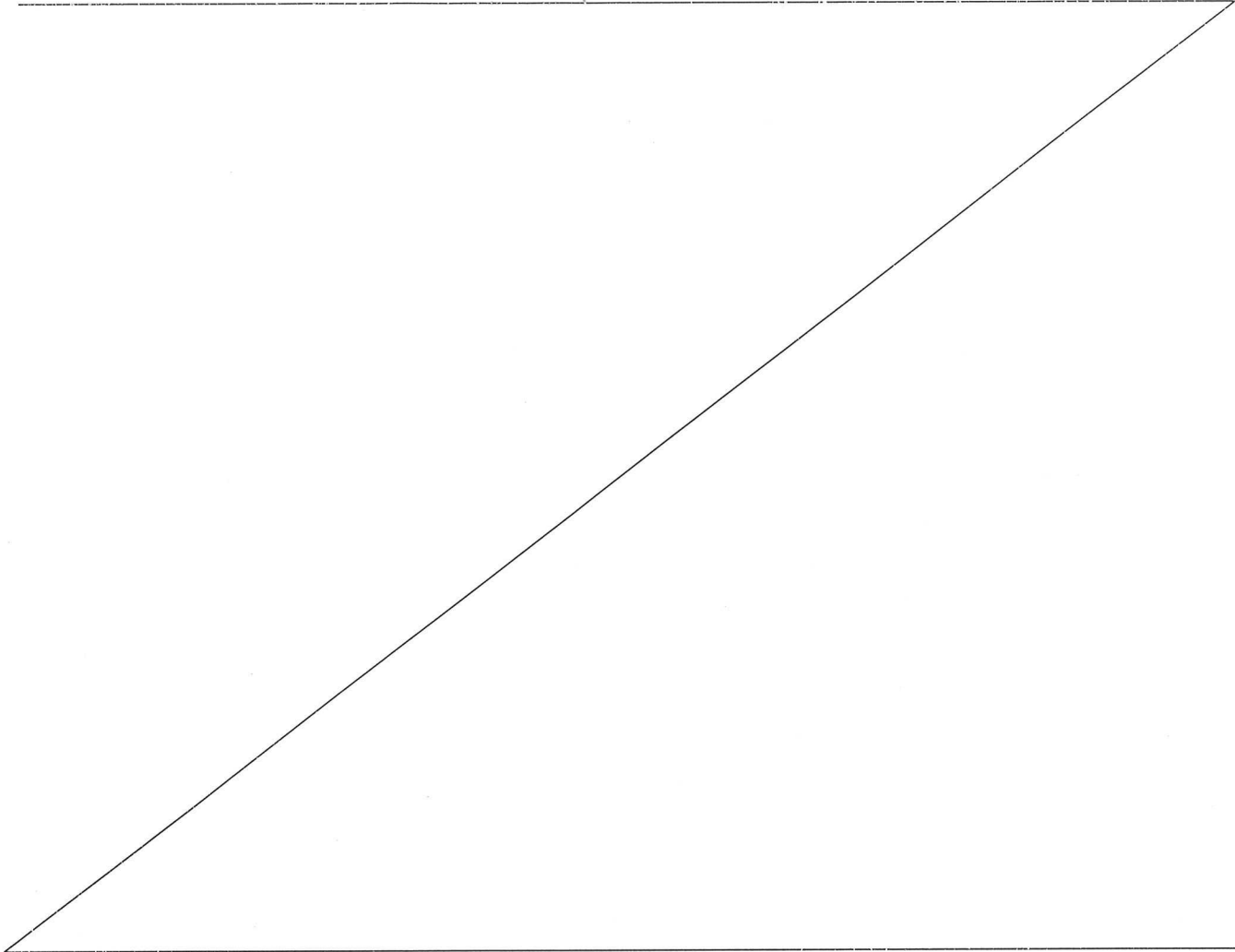
WHEREAS, on November 14, 2017, per Resolution 17-564, the Board of Supervisors approved an agreement with Harris for an upgrade to the recording and accounting system ("Acclaim") and services for image conversion for the social security number truncation project, in the total amount of \$267,688 for the contract period beginning at the execution of the Agreement and ending June 30, 2020; and

WHEREAS, Resolution 17-564 articulated a payment schedule for three years for the support and maintenance of Acclaim; however, Schedule C of the Agreement indicates that the term of the Maintenance Agreement is five years.

WHEREAS, the Parties desire to attach an addendum to the Agreement that provides a specific payment schedule for the remainder of the Maintenance Agreement, plus a schedule of fees should the parties choose to continue the Maintenance Agreement beyond the initial term.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors, of the County of Nevada, State of California, that the Addendum to the Personal Services Contract by and between the County of Nevada and Harris Local Government Solutions Incorporated pertaining to software maintenance services is hereby approved, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Agreement, on behalf of the County of Nevada.

Funding: to be disbursed from: 0101207010711000/521475



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 9th day of November, 2021, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.

Noes: None.

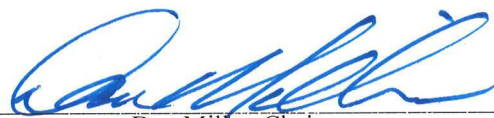
Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 



Dan Miller, Chair

11/9/2021 cc: Elections*
AC* (hold)

8/4/2022 cc: Elections*
AC* (release)
HLGS

Harris Recording Solutions

2290 Lucien Way #330, Maitland, FL 32751

Acclaim Maintenance Addendum – Nevada County, CA

Contract: HRS-NEVCAMN-ACCLAIM-01

Date	Contractor:	Client:
August 26, 2021	Harris Recording Solutions 2290 Lucien Way #330, Maitland, FL 32751	Nevada County, CA 950 Maidu Avenue Nevada City, California 95959

This Agreement is between Nevada County, CA (“Client”) and Harris Recording Solutions (“Contractor”), This Agreement is subject to the terms and conditions contained in the Governing Acclaim Agreement Exhibit B - Res No# 17-564 between the parties and is made a part thereof.

This Contract # HRS-NEVCAMN-ACCLAIM-01 (hereinafter called the “Maintenance Addendum”), effective as of August 26, 2021, is entered into by and between Harris Recording Solutions and Client, and is subject to the terms and conditions specified below. The Exhibit(s) to this Maintenance Addendum or Governing Agreement (Exhibit B - Res No# 17-564), if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this Maintenance Addendum as it pertains to the duration, pricing and expressed terms of this Maintenance Addendum and the terms of the Exhibit(s) hereto, the terms of the body of this Maintenance Addendum shall prevail.

Maintenance Rates

Term	Acclaim Maintenance Amount	aiIndex Maintenance Amount	Increase Percentage
2021-2022	\$39,337.75	\$8,967.18	
2022-2023	\$41,304.64	\$9,415.53	5%
2023-2024	\$43,369.88	\$9,886.31	5%
2024-2025	\$45,538.37	\$10,380.63	5%
2025-2026	\$47,816.33	\$10,899.66	5%

Contractor Responsibilities

Provide ongoing maintenance in according to Exhibit A – Maintenance Service Agreement.

Client Responsibilities

The Client is responsible to notify Harris Recording Solutions of intent to dissolve the Maintenance agreement up to 90 Days in advance of the next renewal period.

This contract will be set to automatically renew for 5 continuous years, expiring July 1, 2026.


Invoices for maintenance are payable within Net 60 of invoice date.


Client Address	Client Stake Holder	Contract#
950 Maidu Avenue Nevada City, California 95959	Clerk Gregory J. Diaz	HRS-NEVCAMN-ACCLAIM-01

IN WITNESS WHEREOF, the parties hereto have caused this Maintenance Addendum to be effective as of the day, month and year first written above.

Nevada County, CA

Harris Recording Solutions

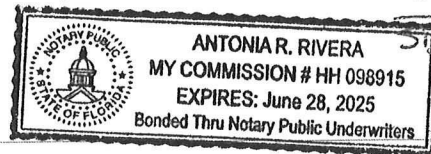
By: 
Name: Susan K Hoek
Title: Chair

By: 
Name: Ross D'Elia
Title: ~~Executive Vice President~~
VICE PRESIDENT, BUSINESS OPERATIONS

State of Florida
County of Highlands

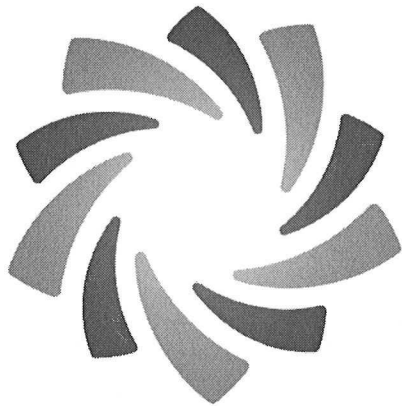
The foregoing instrument was
acknowledged before me this 30th day of
July, 2022 by Ross D'Elia.

Personally Known:  Antonia Rivera



Signature of Notary

**HARRIS ANNUAL SOFTWARE SUPPORT PROCESS
& SERVICE GUIDELINES**



HARRIS
RECORDING SOLUTIONS

HARRIS RECORDING SOLUTIONS
2290 LUCIEN WAY - SUITE 330 - MAITLAND, FL 32751
(866) 278-4765
WWW.HARRISRECORDINGSOLUTIONS.COM

SCHEDULE A

TABLE OF CONTENTS

PURPOSE	4
STANDARD SUPPORT AND MAINTENANCE SERVICES	4
BILLABLE SUPPORT SERVICES	6
CUSTOMER RESPONSIBILITIES	6
RATES	7
HELP DESK HOURS.....	7
HOLIDAY SCHEDULE.....	8
RESPONSE TIMES.....	8
CALL PRIORITIES.....	9
CALL PROCESS.....	10
ESCALATION PROCESS	12
CONNECTION METHODS	12
CUSTOMER ACCOUNTABILITY.....	12

PURPOSE

The purpose of the Service Level Agreement is to provide our customers with information on our standard coverage, the services which are included as part of your annual software support, a listing of call priorities, an outline of our escalation procedures, details on our current service rates. These terms are provided in accordance with and otherwise subject to the terms of the Support and Maintenance Agreement executed by Harris Local Government Solutions, Inc. (herein referred to as any of Harris, Harris Recording Solutions or HRS) and the customer.

Harris reserves the right to make modifications to this document as required. Any reference to "Annual Maintenance" refers to the services provided in this Schedule A pursuant to the terms of the Support and Maintenance Agreement.

STANDARD SUPPORT AND MAINTENANCE SERVICES

The services listed below are services that are included as part of your software support contract.

SOFTWARE FOR LIFE: In the event the customer decides to upgrade to another Harris Recording Solutions product, the cost will be limited to charges associated with the training, conversion and installation of said software. Proprietary license costs, which traditionally constitute the bulk of expenses during an upgrade, are waived for the duration of a customer's tenure with Harris. Customers may, however, incur third party license fees for non-Harris manufactured software, which may be required for Harris software to run at optimal levels. The cost for any custom modifications will be determined at the point of upgrade.

TECHNICAL TROUBLESHOOTING: Includes assessment, diagnosis, documentation, and ultimate resolution of issues that pertain specifically to the customer's software. (troubleshooting does not extend to any hardware or operating system components)

ERROR RESOLUTION: HARRIS shall use its best efforts to confirm any suspected error, which is preventing continued accomplishment of the principal computing functions of the Software upon notification by the CUSTOMER of such suspected error. If the existence of an error is confirmed, HARRIS shall correct it as part of its obligation hereunder and said correction will be issued to the CUSTOMER

CAUSE OF ERROR: If the existence of a suspected error cannot be confirmed by HARRIS or should HARRIS ultimately determine that error exists because of either the CUSTOMER'S modification or conversion of the software or any other condition not attributable to HARRIS, the CUSTOMER agrees to pay HARRIS for its services at the prevailing hourly rate for HARRIS personnel time, plus reimbursement for reasonable travel and living expenses incurred by HARRIS personnel in connection with such service. It is agreed that HARRIS will be the ultimate authority in determining the existence of any error.

SOFTWARE UPDATES: Standard software releases and updates. HARRIS shall make software updates, defined by HARRIS and incremental releases of the Software, available to CUSTOMER as part of this Annual Maintenance Agreement; HARRIS will deliver and install all updates and incremental releases. Includes, defect corrections (as warranted), Planned enhancements and release notes. In HARRIS sole discretion, delivery and installation may be performed remotely over the Internet with proper notification and authorization from CUSTOMER. Additional configuration and re-configuration of the CUSTOMER'S data is NOT included as part of this Annual Maintenance Agreement. Major software upgrades are available to the CUSTOMER at a discounted price. Examples of major software upgrades are new applications, new platforms, fully redesigned applications or new software solutions.

LIMITED TRAINING QUESTIONS (15 minutes): Questions pertaining to a customer's software line that Harris deems as training related, i.e.: information that has already been covered and/or reviewed with the customer will be considered training related in scope and are usually limited to a span of 15-25 minutes. Anything falling outside the aforementioned time frame may be classified as a billable service for which the customer will receive a quotation prior to the service being administered.

DESIGN REVIEW for potential enhancements or custom modifications – Based on the customers' needs and requests Harris will determine, document, and program changes as needed. Customer will receive a quotation prior to service. Modifications that result from an inherent flaw in the customer's software package will be rectified at no additional charge to the customer. Modifications which are performed as a result of a customer request and are not determined to be a result of an inherent flaw will be considered a billable service for which the customer will receive a quotation prior to the service being delivered. The customer will be required to authorize an SOW which contains the design requirements in it prior to execution of work, if any change requests are made after the signature date these will be considered billable service requests.

BILLABLE SUPPORT SERVICES

The services listed below are examples of the types of services that are outside the scope of your software support contract and are therefore considered billable services:

- Extended telephone training
- Project Management services (recurring conference calls, ad-hoc reporting/tracking outside of CRM Tool and Help Desk communication)
- Reports / Forms redesign or creation
- Setup & changes to interface or creation of new interface
- File imports/exports
- Interfaces to other applications
- Setup of new printers, printer setup changes
- Custom modifications (New reports, software customizations)
- Reversal of custom code
- Data conversions / global modification to setup table data
- Elective data corrections (data corrections requested by a User due to user error or "broken data" from a prior system)
- Integrity issues due to database changes or updates by non-Harris personnel
- Hardware & Operating System support
- Upgrades of third party software
- Installations / re-installations (workstations, server moves or similar)

CUSTOMER RESPONSIBILITIES

The following specific items are not covered under this AGREEMENT. HARRIS does offer a separate Technical Services Agreement (Work Order) to assist customers with these types of services.

- Data Backups/Archives – CUSTOMER is fully responsible for managing the backup routines and ensuring that all databases and critical system files are being backed up properly. HARRIS highly recommends that CUSTOMER maintain daily backups as well as off-site backups.
- Network Management
- Virus protection & Cyber Security – Customer is fully responsible for the integrity of the County's network, and will receive collaborative support as a high priority service

call. Any support for non-proprietary threats, such as an external bot attack, is considered billable service unless otherwise explicitly covered in a services agreement.

- Switches and Routers
- Internet access
- Operating System – Applying appropriate updates to the operating system and security patches.
- Server and Workstation Migration - Restoration and reinstallation of HARRIS databases and programs to a new or repaired server or workstation.

RATES

Our current standard hourly rate is \$200.00 / hour. Rates are subject to change on an annual basis quotations will be provided for all billable services.

In the event the CUSTOMER requests any support other than that included under the terms of this Agreement, HARRIS shall generate a separate Work Order agreement identifying the work to be done.

HELP DESK HOURS

SERVICE HOURS: HARRIS shall provide CUSTOMER with software support five days a week. Normal support hours are Monday - Friday 7:30 AM to 9:00 PM Eastern Time, excluding holidays. After hours support is available to the CUSTOMER for **emergency assistance with critical, stop-work issues**

METHODS OF CONTACT

Telephone	(866) 278-4765 E-mail support call logging and notification of status and resolution
HRS Support E-mail	hrs-support@harriscomputer.com
Freshdesk Portal	You will be provided a customer portal to communicate electronically with your Help Desk support team, and a toolkit that provides constant access to track the progress your support requests.

ON-

SITE SUPPORT: If the CUSTOMER requests on-site support service, HARRIS RECORDING SOLUTIONS shall provide the CUSTOMER on-site support service on such date as is mutually agreed to by HARRIS and the CUSTOMER, provided, that the CUSTOMER shall bear the cost of such on-site support services, and provided further that the

cost of such on-site support service shall include HARRIS personnel time calculated at HARRIS'S then prevailing hourly rate, plus reimbursement for reasonable travel and living expenses incurred by HARRIS personnel in connection with the provision of any on-site support service.

HOLIDAY SCHEDULE

Below is a listing of US Statutory Holidays. Please note that our US offices will be closed on designated days as outlined below.

New Year's Day	CLOSED
MLK Day	CLOSED
Memorial Day	CLOSED
Juneteenth	CLOSED
Fourth of July	CLOSED
Labor Day	CLOSED
Veterans Day	CLOSED
Thanksgiving Day	CLOSED
Day After Thanksgiving	CLOSED
Christmas Day	CLOSED
Boxing Day (December 26 th)	CLOSED

RESPONSE TIMES

Response times will vary and are dependent on the priority of the call (see following section: **Call Priorities**). We do our best to ensure that we deal with incoming calls in the order that they are received, however calls will be escalated based on the urgency of the issue reported. Our response time guidelines are as follows:

Priority 1	1 to 4 (Hours)
Priority 2	1 to 8 (Hours)
Priority 3	1 to 24 (Hours)

Note on response times: the hours reflected above fall within the Help Desk Hours of operation 7:30AM Eastern Time to 9:00PM Eastern Time, Monday through Friday, excluding holidays. For example, if a Priority 1 issue is logged at 6:00 PM Eastern Time, the timeframe for response will be until 9:30 AM Eastern Time the next business day. For best response turnaround, e-mail or the fresh desk portal is recommended!

CALL PRIORITIES

In an effort to assign our resources to incoming calls as effectively as possible, Harris has identified three types of call priorities, 1, 2 & 3. A Priority 1 call is deemed by our support staff to be an Urgent and our Highest Priority call, Priority 2 is classified as a Medium Priority and Priority 3 is deemed to be a Low Priority. The criteria used to establish guidelines for these calls are as follows:

Priority 1 – HIGH

- Public Endpoint (Website) disruption.
- System Down (OS, Database, Application)
- Inability to Record
- Inability to Redact
- Program errors without workarounds
- Performance issues of severe nature impacting critical processes
- Reports calculation issues (balancing / close out)

Priority 2 – MEDIUM

- System errors that have work-around(s)
- Printer related issues (related to interfaces with our software and not the printer itself)
- Security issues
- Performance issues not impacting critical processes
- Usability issues
- Workstation connectivity issues (WS specific)
- Reports calculation issues (balancing / close out)

Priority 3 – LOW

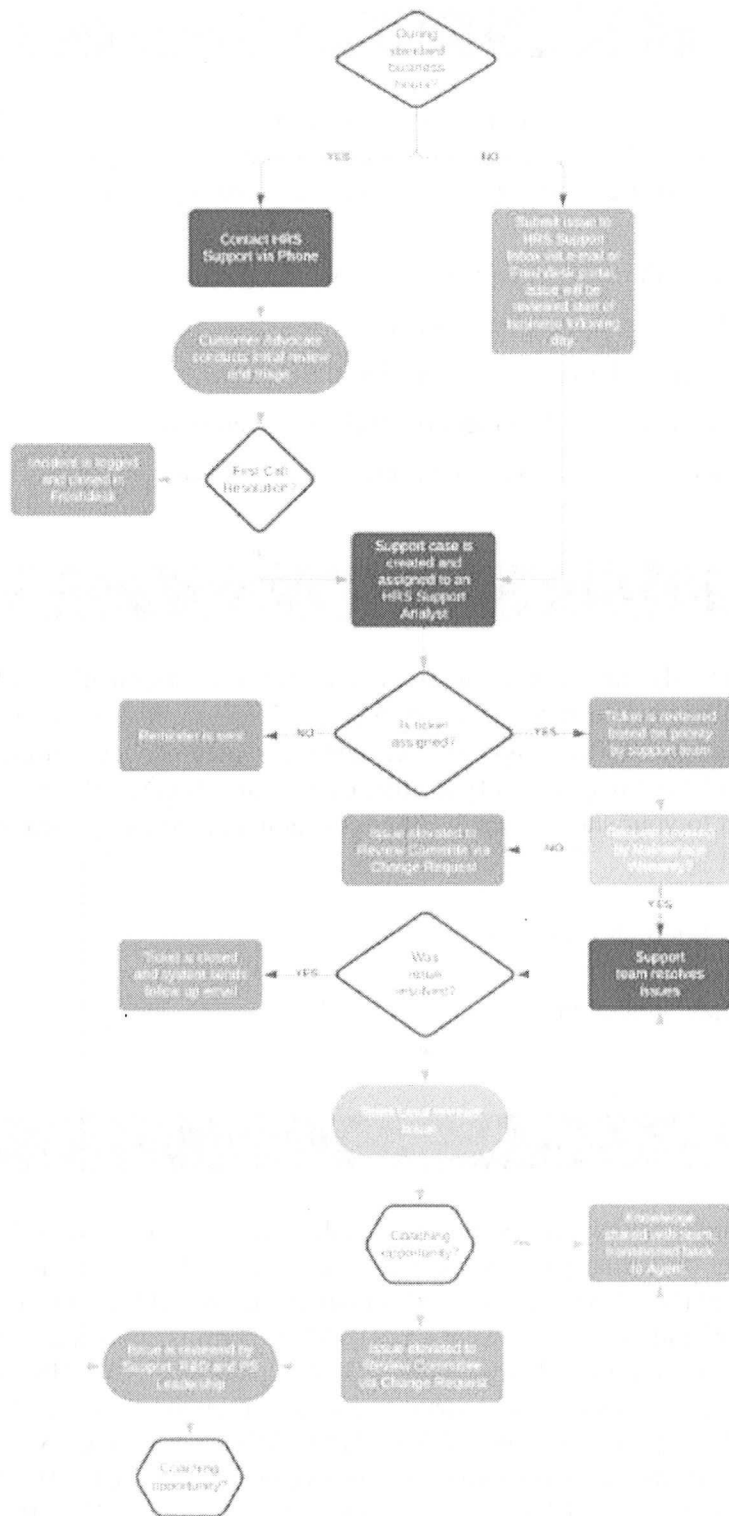
- Data Corrections (non-elective)
- Report formatting issues
- Training questions, how to, or implementing new processes
- Aesthetic issues
- Issues with workarounds
- Recommendations for enhancements on system changes
- Questions on documentation

CALL PROCESS

All issues or questions reported to support are tracked via a support call; our support analysts cannot provide assistance unless a support call is logged. Our current process for logging calls includes the following: email, phone and fax.

- Your call must contain at a minimum: your organization name, contact person, software product and version, module and/or menu selection, nature of issue, detailed description of your question or issue and any other information you believe pertinent.
- Our support system or one of our support analysts will provide you with a call ID (Ticket Number) to track your issue and your call will be logged into our FreshDesk support tracking database.
- Your call will be stored in a queue and a support representative will be assigned to your issue.
- As the support representative assigned to your call investigates your issue, you will be contacted and advised as to where the issue stands and the course of action that will be taken for resolution. If we require additional information, you will be contacted by the assigned support representative to supply the information required.
- All correspondence and actions associated with your call will be tracked against your call in our support database. At any time, if available to you, you may log onto our FreshDesk system to see the status of your call.
- Once your call has been resolved, you will receive notification that your call has been closed. You also have the option of viewing both your open and closed calls, if available to you, via our FreshDesk tracking system.
- If your issue needs to be escalated to a development resource or programmer for resolution, your issue will be logged into our development tracking database and you will be provided with a separate ID number (PBI#) to track the progress of the issue. At this time, your support call will be closed and replaced by the development ID number. The development ID number (PBI #) will remain open until your issue has been resolved. Issues escalated to development will be scheduled for resolution and may not be resolved immediately depending on the nature and complexity of the issue.

Contact the support department at your convenience for a status update on your development issues, or log onto our FreshDesk system (if available to you) to view your issues.



ESCALATION PROCESS

Our escalation process is defined below. This process has been put in place to ensure that issues are being dealt with appropriately. If at any time you are not completely satisfied with the resolution of your issue, you are encouraged to escalate with the support department as follows:

- | | |
|----------------|--|
| Level 1 | Contact the support representative working on your issue |
| Level 2 | Contact the support Team Lead |
| Level 3 | Contact the Director of Professional Services |
| Level 4 | Contact the Vice President of Business Operations |
| Level 5 | Contact the Executive Vice President |

CONNECTION METHODS

To ensure we can effectively support our clients, we ask that a communication link is established and maintained between our two sites with sufficient rights and accesses to Harris Recording Solutions licensed software applications and associated services, directories, databases etc. It is the client's responsibility to ensure the connection is valid at your location so that Harris can connect to your site and resolve the issue at hand. Our supported methods of connection are:

- Teams, Webex, Logmein, Join.me
- VPN
- Remote Desktop Connection

CUSTOMER ACCOUNTABILITY

CUSTOMER understands, acknowledges, and agrees that the Software system shall reside on a secure, dedicated server or similarly secured virtual environment (VM), with access limited to HARRIS, its agents, and the CUSTOMER'S system administrators. All warranty and support agreements shall be null and void in the event CUSTOMER permits applications to reside on any server or similarly secured virtual environment (VM), containing HARRIS applications without prior express written consent. Any service requests initiated by CUSTOMER which are the result of noncompliance with the terms of this AGREEMENT or non-approved software on the server, or similarly secured virtual environment (VM), or failure by CUSTOMER to furnish uninterrupted remote access to HARRIS, the CUSTOMER agrees to pay HARRIS for its services at the prevailing hourly rate for HARRIS personnel time, plus reimbursement for reasonable travel and living expenses incurred by HARRIS personnel in connection with such service.

In the case of any event which results in the apparent failure of the Software, the CUSTOMER shall confirm through reasonable methods and resources that such apparent failure is not the result of CUSTOMER'S network or CUSTOMER provided hardware prior to contacting HARRIS for support. Should HARRIS determine as part of any Support call that hardware or network, and not HARRIS, is responsible for the issue, CUSTOMER agrees to pay HARRIS for its services at the prevailing hourly rate for HARRIS'S personnel time.