
MEMO

APPROVED
11/01/2021



DATE: October 27, 2021
FROM: Matney M. Ellis
Procurement Director
TO: Board of County Commissioners
SUBJECT: Agreement – Harris Recording Solutions

A handwritten signature in black ink, appearing to read "Matney M. Ellis", with a long horizontal flourish extending to the right.

Submitted for your approval and execution is the attached agreement between the Board of County Commissioners on behalf of the Tulsa County Clerk's Office and Harris Recording Solutions for licensing to the Harris land records management system, Acclaim, and professional services required for project management, application configuration, reports, software installation, conversion, and training for a total cost of \$855,000.00 as further described in the attached.

Respectfully submitted for your approval and execution.

MME / mlb

SUBMITTED FOR: The November 1, 2021 BOCC meeting agenda.

CMF# 20212384

STATEMENT OF WORK

Acclaim Implementation
Tulsa County Clerk

APPROVED
11/01/2021



HARRIS
RECORDING SOLUTIONS

HARRIS RECORDING SOLUTIONS

2290 LUCIEN WAY - SUITE 330 - MAITLAND, FL 32751

(866) 278-4765

WWW.HARRISRECORDINGSOLUTIONS.COM

CMF# 20212384

TULSA COUNTY



TULSA COUNTY CLERK
TULSA COUNTY HEADQUARTERS
218 W. 6TH ST., 7TH FL
TULSA, OKLAHOMA 74119-1004

[HTTP://WWW.COUNTYCLERK.TULSACOUNTY.ORG/HOME/LAND](http://www.countyclerk.tulsacounty.org/home/land)

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GENERAL PROJECT INFORMATION

Project Name:	Tulsa County Acclaim Implementation
Project	Michael Willis, Tulsa County Clerk
Sponsor:	Widespread impact to the public records and services offered to the citizens and customers of the Tulsa County Clerk's Office.
Impact of project:	

ABOUT

<http://www.countyclerk.tulsacounty.org/Home/Land>

Duties: Records land records and related legal documents that deal with land situated in Tulsa County. Tulsa County currently provides Land Records to the public with a fee based services (subscription) that requires a username and password to access the searching of Real Estate Records.

PROJECT TEAM

Jon Price	Director of Professional Services	jprice@harriscomputer.com
Ciara Hlas	Project Manager	chlas@harriscomputer.com
Linda Shepherd	Application Consultant	lshepherd@harriscomputer.com
Tom McGrath	Product Director	tmcgrath@harriscomputer.com
Melinda Paradiso	Application Consultant	mparadiso@harriscomputer.com
Siddharth Borikar	Senior Developer	sborikar@harriscomputer.com
David Hemenway	Development Operations Engineer	dhemeway@harriscomputer.com
Michael Willis	County Clerk	mwillis@tulsacounty.org
Lois Turley	Director of Real Estate	lturley@tulsacounty.org
Derek Cowan	Recording Manager	dcowan@tulsacounty.org
Matt Hayes	Land Records Manager	mhayes@tulsacounty.org

STAKEHOLDER IDENTIFICATION

The stakeholders for this project include but are not limited to:

- All staff of the Tulsa County Clerk's Office
- All staff of Harris Recording Solutions
- All other departments in Tulsa County Government
- Citizens of Tulsa County
- All public/private consumers and submitters of public land records

CURRENT WORKFLOW AND PROCESSES

OFFICE SCHEDULING

Tulsa County Office hours are Monday through Friday from 8:00 a.m. until 5:00 p.m. (except government holidays)

Documents are accepted for recording Monday through Friday 8:00 a.m. until 4:30 p.m. (except government holidays)

Additional information regarding the temporary change in hours/services can be found at: <http://www.countyclerk.tulsacounty.org/>

FEE SCHEDULE

Refer to: <http://www.countyclerk.tulsacounty.org/Home/Land#fees>

Documentary Stamps Tax, at a rate of .75 per \$500. Any exemptions allowed by law must be on the face of the deed. There is a calculator that is provided online to calculate the Documentary Stamp Tax by putting in the purchase price. This calculator is found at : <http://www.countyclerk.tulsacounty.org/Home/DocStampCalc?Length=4>

STATUTORY RECORDING REQUIREMENTS

Page format is simple, but extremely important:

- Use pages no larger than 8.5" x 14".
- Leave at least a 1" blank top margin where the County Clerk's office must attach a recording label!
- And at least a 1/2" blank margin at the left, right, and bottom of the page.

Although the original(s) you submit to the County Clerk's office for recording may be legible, Oklahoma law requires that they also be reproducible using the Clerk's recording equipment. Documents with certain characteristics commonly result in illegible document images when electronically scanned and thus may not be acceptable as official public records.

INSTRUMENT/BOOK & PAGE NUMBERS

Inst # format: yyyynnnnnn followed by 1-digit "sub number" for some older court docs.

FRONT COUNTER RECORDINGS

Basic transaction workflow:

Enter name, return address, number of pages
Cashier
Assign instrument number
Apply county seal
Scanned at end

Cash, check, charge payment types
Also have cash & check, escrow

Front counter receives doc
Enters agent info, mailback
Enters basic doc type (fees computed)
Enters payments
System prints receipt
System prints labels
Receipt & docs are given to back office for scan & return

Receive payments from agents via Treasurer
Treasurer makes deposit into Clerk's account, current system tracks this
Integration with Treasurer
Mortgages sent for MTG tax payment

Groups of docs that relate to a particular lien are associated with a common lien #
Will need to link docs by lien # (different from Inst #)
Like Case # for court docs, but system-assigned

ERECORDING

As of August 01, 2004 the Tulsa County Clerk's office began accepting documents filed electronically. Upon receipt, the documents are reviewed and accepted or rejected. If accepted, the document is assigned an instrument number, along with the complete filing information. The filed document is then returned electronically to the submitter.

Current submitters are:

- Simplifile
- Indecomm Global Services
- eRecording Partners Network
- Corporation Service Company (CSC)

Documents reviewed by County Recording prior to showing up in Treasurers queue. At this point the County can reject/suspend the documents before they are sent to the Treasurer's office for the collection of MTG fees.

Documents are sent to the Treasurer for the collection of MTG's fees and at some point will need to be annotated with the amount paid.

In current system there is a status on the transaction for Treasurers review as well as when the document has been processed by the Treasurer and ready for recording by the Clerk's office. (FYI Pending Treasurers Review & Waiting for Process)

INDEXING

Separate process performed by different group from front

counter people Basic workflow:

- Get next doc from queue
- Enter legal
- Enter grantors
- Enter grantees

Has ability to enter abbreviated range for certain parts of legal, and system expands automatically (e.g., Lot 1-5, etc.)

Integration with Assessor

System gets account # which in turn populates a dialog with a list of potential legals.

Integrate with the Tax Assessor system to validate Legal Descriptions. Based on the indexing information you have already inputted the user has the ability to hit function keys to provide them with a listing of all the legals that match the indexed criteria.

(For example, if the User enters a Subdivision Name and/or Account # as well as a Lot they would have the ability to perform a quick search of the Tax Assessors system to see what legals they have on file that meet their criteria.)

Documents with the same case # are automatically

linked. Some liens have multiple court case #s

Indexers run report at the end of the day to show which docs had indexing errors.

Physicians' liens/Mechanics' liens -- if a lien is subsequently released, system shows this (including on a per-legal basis for partial releases). This is not done on the instrument side for judgments, mortgages/satisfactions, etc.

LIENS

Ability to manually assign Instrument Number. For initial filing of a Lien the system generates the instrument number. For all documents associated with that initial filing they need to maintain the exact same instrument number which is currently inputted by the County Clerks. There are typically around 6 different documents that could be associated to the same number.

Ability to automatically print a Notice Letter when a Lien is recorded.

(Possible change to auto generate a crystal report based on a program control of “notice” that is associated with their \$8.00 fee for the Notice)

Ability to show a “FULL” release status of a Lien in the Search Results as well as Document Details. Also, in Document Details show “PARTIAL” releases per individual legals.

Ability to Purge all Liens and images after 5 years.

PUBLIC SEARCH – VIA WEBSITE

Tulsa County's Land Records System is a Fee Based service that requires a registered username and password.

County Clerk Land Records (Search By Legal Description 1987 to Current & Name 1928 to Current) Fee Based

LOCCAT (LOCCAT is a new application offered to the public by the Tulsa County Clerk's Office. It presents land records and real estate information in one map-based program, combining records from the County Clerk, Assessor and Treasurer for ease of use and public reference.)

Book A1 – 2438

Historical Camera Record Images

Historical Condo Tract Index (1986 and Before)

Historical Grantor/Grantee Deed Index (1898 to 1933) Historical Platted Tract Index (Date of Plat to 1986) Historical Unplatted Tract Index (1903 to 1987)

Land Records Management Information System (LRMIS) Tulsa County Plats (Pre-statehood to Current)

ONSITE NOTES AND CURRENT PAINPOINTS

Recording

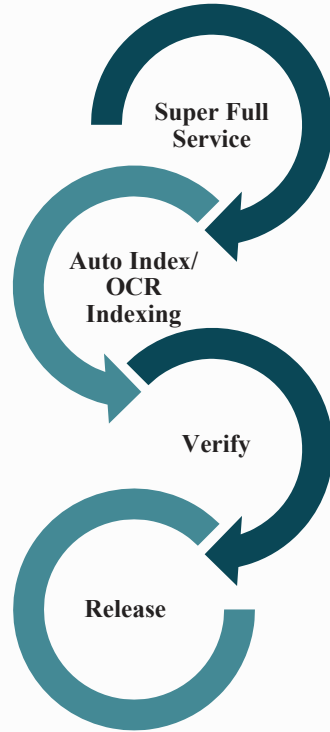
- No extra space for stamp on top
- Can't batch scan multiple checks
- Liked how Oncore handled rejections
- Mobile office for DD214's
- Can't add to transaction
- Have to start unfinished transaction all over again, cannot save and pick back up
- Had Tyler develop a preview screen, we would need similar-eRecording
- Currently can't schedule jobs for extraction
- OTC- 4,000 in Tulsa County
- Have to login, physically print, upload, then go back into OTC site- AUTOMATE
- Want cherry-picking report
- County currently replacing MUNIS- countywide financial system (Tyler product)-Workday
- eRecording documents bounce to Treasurer, then back to Clerk's office- Preview queue

Index/Verify

- Huge issue with Search-limited space within results, can't scroll through columns (George's biggest issue)
- Auto Indexing- Can't search within existing records
- Using Tyler's Auto-Indexing feature- sometimes it randomly goes back to something that's already been index and verified
- Template based OCR for George's forms

PROPOSED ACCLAIM WORKFLOW

RECORDING/CASHIERING WORKFLOW DIAGRAM



Harris Recording Solutions

SUPER FULL SERVICE

The Super Full Service process will be utilized for all cashiering and recording of documents. This process will encompass:

- Processing of incoming mail
- Processing over the counter transactions
- Processing eRecording
- Scanning of all documents
- Indexing of all documents
- Quality control on all images scanned

REDACTION

Several 3rd party integrations are available to process automated redactions on documents recorded as outlined. If this is of interest to the County, this will be outlined in detail once the in person process mapping date is secured.

VERIFY

Blind Key Verification of all recorded documents will be configured in Acclaim.

RELEASE DOCUMENTS

Release on Demand options and auto release of documents based on certain milestones will be outlined in detail once process mapping is performed.

PUBLIC SEARCH – IN OFFICE

Public searching will be configured to closely replicate the current configuration available to in-office searchers.

Express Checkout features will be enabled to allow agents to quickly access and charge copies to their accounts without having to disrupt the staff in the Records Research room.

PUBLIC SEARCH – VIA WEB

Acclaim Web will be implemented to allow the following:

- Implement subscription services to require a login to be able to search data and view images.
- Account registration will be fully automated
- Allow integration with credit card payment using a selected 3rd party vendor with Tulsa CountyClerk.

CONVERSION NOTES FROM PRIOR SYSEYEM CONVERSION

Mechanic & Doctor Liens System document number begins with an ‘L’. We are open to integrate this system with the over-all document system, but, must be able to know which documents meet a Lien specification. Currently these documents are expunged after 5 years.

The only known problem is that of there being a possibility of duplicate book & page numbers within the Military Discharge (DCH) type documents.

06/28/2004 Tulsa County quit using book and page number
Years previous a 4 digit book and 4 digit page number was recorded for every document.

Military discharge documents (our type ‘DCH’). The public can see the document is on the system (name, document type, date filed), but, only county machines can display the image. Social Security Numbers

OTHER REQUIRED MODULES OR SPECIFIC FEATURES TO BE CONFIGURED

Transaction Assistance

Transaction Assistance will be configured to allow users to submit questions to lead/supervisory staff for troubleshooting during the recording process.

Director

Twelve (12) dashboards will be configured via the Director website to replicate the Clerk’s Office’s current queue monitoring tools. Any customized/unsupported widgets or dashboards required in excess of the 12 dashboards provided would be billable at the rate outlined under this agreement (\$200 per hour).

Image Storage Service

This service will be implemented in order to apply optimal security to the source images stored on the network.

Alpha Index

This feature will be configured in the client search and online in order to allow searchers access to the grantor/grantee indexes of historical records imaged prior to XXXX date.

Assembler

This client will be installed and configured to allow the Clerk's Office to assemble and import historical images into Acclaim. Images processed through the Assembler will be routed into the Backpost Index and Backpost Verify queues, which will also be configured for go-forward use.

Recording Notification System

This site will be installed allowing citizens to subscribe to receive emails when documents are recorded against the name(s) and parcel(s) registered.

PROJECT SCOPE STATEMENT**PROJECT PURPOSE / BUSINESS JUSTIFICATION**

The purpose of this project is to modernize the current land records management system and expand on the services offered to the public by the Tulsa County Clerk's Office. Workflow efficiencies, staff productivity and system bug improvements are all driving factors for this implementation.

DELIVERABLES

In accordance with [this agreement](#), the following items are listed as deliverables for this project:

Acclaim™ – land records management system including features and functionality outlined in this SOW

Acclaim Web™ – provides online searching, registered agent access, and eCommerce services for online purchases.

ADDITIONAL DEVELOPMENT REQUESTS

1. Be able to integrate with the County financial system (Workday).
2. Single Sign On (SSO) with PingOne with Acclaim.
3. Treasurer (requests from the Treasurer, not currently implemented, but wish lists) Need estimates
 - Auto-notify Treasurer if successfully processed mortgage, but Recorder rejects, Treasurer would be notified.
 - Have a helper doc auto-print when opening.
 - Ability to be able to attach a document when rejecting. Example, if the Treasurer is rejected for a missing item, they want to be able to attach the image and circle or annotate the missing information from the image.
4. Remote Recording
5. Ability to pull up multiple search records (more than 10) on their search results. On the current site, Tulsa can search for a record (for example: SMITH, JOHN), then do another search (JOHNSON, M), etc. The last search results will appear on the left hand side of all the recent searches (up to 10) with a hyperlink to the search results. This needs to be available via the client and modern web. The County also has the ability to add images to their search results (up to 10).

LICENSE AND SERVICES

Description	Scope	Rate (hourly)	Fee*
<u>Licenses</u>			
Acclaim			\$415,000
ID Shield (Auto-Redaction), License provides for up to 875,000 pages annually			Included
<u>Services</u>			
Professional Services – <ul style="list-style-type: none"> • PS (Project Management, Application Configuration, Reports, and Software Installation including ID Shield) • Conversion • Training 			\$320,000 \$80,000 \$40,000
Total License and Professional Services			\$ 855,000
<u>Maintenance</u>			
1 st Year Maintenance			\$150,000
2 rd Year Maintenance			\$153,000
3 rd Year Maintenance			\$156,060
4 th Year Maintenance			\$159,181.20
5 th Year Maintenance			\$162,364.82

TERMS AND CONDITIONS

1. Definition

a. Software Applications. “Software Applications” are the computer programs explicitly listed above in the section titled “Software Product Licenses”.

b. Service Agreement. “Maintenance Software Service Agreement” or Service Agreement references the enclosed exhibit

2. Payment Terms & Fee Schedule

See table in “Payment Schedule” section for breakdown of fee schedule

Item	Amount	Percentage	Payable At
First Installment	415,000	100% License	Contract Signing
Second Installment	220000	50% of Services	At Completion of Process Mapping
Third Installment	88000	20% of Services	At Delivery of License to Test
Fourth Installment	44000	10% of Services	At Completion of Supervisor Training
Fifth Installment	22000	5% of Services	At Delivery of Initial Conversion to Test
Sixth Installment	22000	5% of Services	At Completion of User Training
Seventh Installment	22000	5% of Services	At User Acceptance Testing Signoff
Final Payment	22000	5% of Services	At Delivery to Production

3. Delivery Media Type: CD-ROM or Electronic Transfer

4. Delivery Schedule

The parties will agree upon an appropriate training, project, and delivery schedule based on, among other things, the modules in respect of which training is required and the skills and availability of both the Purchaser and Harris staff members.

5. Scope

After contract signing, HRS Professional Services team will conduct a full, onsite Process Mapping. Upon completion of the Process Mapping, additional scope may be uncovered, potentially requiring a contract amendment.

Auto-Redaction to include only identifying rules for SSN.

6. Maintenance and Support Fees

Maintenance and Support fees (“MSF”) include all program updates, enhancements and general releases that Harris makes available to the Purchaser as part of its regular software maintenance program. MSF does not include fees for any third-party licenses or Harris services that may be necessary to perform a third-party license upgrade. MSF also includes access to the Harris support hot line.

The initial annual maintenance fee will be billed on the first day that Acclaim is in a production environment. Subsequent years MSF shall be rendered at the beginning of each year in which services are to be furnished. In the event of a lapse in annual maintenance, Purchaser will be subject to reactivation fees not to exceed 40% of the current annual MSF applied to each year of the lapse including partial year lapses plus the amount representing "the lapsed" MSF. The specific services provided by the technical support staff are outlined in the enclosed Exhibit A (Harris Maintenance Service Agreement).

See Exhibit A (Harris Maintenance Service Agreement)

ID Shield (Auto-Redaction), license provides for up to 875,000 pages annually

7. Additional Customization(s)

The Purchaser and Harris have jointly reviewed the Software Applications and have determined that all items are adequate except as noted in the CUSTOMIZATIONS section. Additional customization(s) or Recording Template modifications/ additions not identified in this Agreement will be quoted as requested and billed at the hourly rate of \$225.00. Customizations and/or report modifications requested one year or more from the date of this agreement will be billed at the then current Harris hourly rate. No additional customizations will be undertaken without prior agreement by both parties on cost, scope of functionality, and the impact on the project schedule.

Fifteen percent (15%) of any additional fees associated with customization services will automatically be added to the Purchaser's MSF.

8. Professional Services

Additional professional services are available on-site or via the telephone. Telephone work is billed at \$200.00 per hour. On-site work is billed at \$1600.00 per business day (8 Hours) plus travel, lodging and per diem expenses. Work performed one year or more from the date of this agreement will be billed at the then current Harris rates. Help line support does not include training. New employees must be trained by Purchaser or by making arrangements with Harris.

In the event, Purchaser wishes to schedule any professional services on a Saturday; there is a \$350 surcharge.

Application consulting and setup services may include but are not limited to: software installation, configuration, data validation, system setup, system balancing, interface setup, interface testing, process training, application training and business requirements gathering.

Overage of hours quoted within this contract under the scope column will require an additional contract for any additional requests at cost.

9. Travel and Lodging Expenses

Travel and lodging expenses will be pre-approved by Purchaser and will be billed in conjunction with any services work performed at the Purchaser's offices by Harris personnel. Lodging expenses will include hotel expenses and will only be charged if an employee is required to spend the evening. Travel expenses may include airfare if the employee is required to travel by air to reach the Purchaser's offices. Travel may include the cost of a rental car. If an employee uses his/her personal vehicle, mileage will be charged at the currently published IRS reimbursement rate. When an employee is at or traveling to the Purchaser's offices, fifty dollars (\$50) per day will be charged to cover meals and incidentals. If an employee must travel on Saturday, Sunday, or a holiday, or is at the purchaser's office on a holiday, one hundred dollars (\$100) per day will be charged to cover meals and incidentals.

Harris will use its best efforts to minimize all travel and lodging expenses. Only actual travel and lodging expenses will be billed to the Purchaser.

10. Grant of License

Harris hereby grants Purchaser a nontransferable, nonexclusive, nonrefundable license under the terms of this Agreement to use the Software Applications on its equipment subject to the following:

- a. The Purchaser may not sublicense, rent, lease or assign the Software Applications.
- b. No license is given to Purchaser for the source code to the Software Applications. The Purchaser is expressly prohibited from reverse engineering, decompiling, or disassembling the Software Applications or from creating a derivative or modified copy of the Software Applications.
- c. Initial delivery of the Software Application shall be COTS (“Commercial off the shelf”). Purchaser is not relying upon any future product future product availability or functionality upon entering into the payment obligations under this Agreement

11. Performance by Customer

(a) Co-operation by Purchaser -- The Purchaser acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the Purchaser and its staff and agrees to act reasonably and co-operate fully with the Consultant to achieve the Completion of Services.

(b) Required Programs. The Purchaser acknowledges that if the use of the Software requires that the Purchaser obtain and install additional software programs, then the Purchaser agrees that the acquisition of the additional software programs shall be at its sole cost and that the cost thereof is not included in the fees herein. The Purchaser further acknowledges that the operation of the Software requires the Purchaser’s hardware to be of sufficient quality, condition and repair, and the Purchaser agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense, in order to facilitate the achievement of Completion of Services.

(c) Project Manager -- The Purchaser shall appoint a project manager who shall work closely with Harris Staff to facilitate the successful completion of the implementation process and who shall be responsible for supervising the staff of the Purchaser and their co-operation with and participation in such process.

12. Warranty Disclaimer

Harris does not make, and hereby disclaims, any and all express and/or implied warranties regarding the services or any material provided by Harris to Purchaser pursuant to this agreement, including, but not limited to, warranties of merchantability, fitness for a particular purpose, and non-infringement, and warranties arising from a course of dealing, usage or trade practice. Further, Harris does not warrant that the Software Licenses will meet any exact user requirements, and that the software will operate error free or uninterrupted. In the event an error is discovered in one of the SoftwareApplications currently covered by MSF, and the error is confirmed, Harris will make reasonable efforts to provide Purchaser with a correction.

It is acknowledged by the parties hereto that the Hardware provided by Harris to Customer pursuant to this Agreement was manufactured and delivered to Customer by a third-party manufacturer and Harris is reselling it to Customer. As such, Customer makes no warranties, express or implied, with respect to the Hardware, including, without limitation, their merchantability or fitness for a particular purpose. Any warranty Customer has with respect to the Hardware shall be solely provided by the manufacturer(s)."

13. Limitations on Liability

Purchaser agrees that Harris’ liability hereunder for damages, regardless of the form of action, shall be limited to actual direct damages and shall not exceed the charges hereunder paid by Purchaser to Harris. Purchaser further agrees that Harris will not be liable for any other damages including consequential, incidental, special, exemplary damages, lost profits, failure to realize anticipated savings, data loss, loss of goodwill, business opportunities or reputation, economic loss or for any claim or demand by any third party, except a claim for patent or copyright infringement with respect to Licensed Software.

14. Change Order Process

With respect to any proposed changes to the Services defined by this Agreement, the parties will cooperate in good faith to execute Change Orders in respect thereof and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change in the allocation of the resources of Harris applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require Harris to provide additional work hours, Harris may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, and timelines governing, the Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute.

The following individuals are authorized to sign off on change orders on the Purchaser’s behalf:

Chairman, Board of County Commissioners of the County of Tulsa

{James Rea}

Name: _____
Title: _____

— based on
subject to

The following individuals are authorized to sign off on change orders on Harris’s behalf:

Amir Haghighi Executive Vice President

15. Cancellation Policy

In the event of cancellation of the Agreement by either party for any reason, Purchaser agrees to pay for all Software Applications delivered, any Professional Services rendered, and T&L expenses incurred prior to the cancellation. Initial down payment of deposit is non-refundable. Purchaser may cancel this agreement at anytime, for any reason, by thirty ninety days' written notice. must provide written notification to Harris if it wishes to cancel the Agreement. Harris and Purchaser are entering into this agreement based on Harris and Purchaser agreement subject to availability is for a term of 1 year, concurrent with Purchaser’s fiscal year, and may be renewed for subsequent fiscal years in writing, and subject to with annual intent to renew, based on availability and appropriation of funds to the Purchaser. to enter into a 5-year agreement.

7

Purchaser agrees upon receipt of annual maintenance and payment of such, that the renewal term extends for one year.

Cancellation of any on-site Services by Purchaser is allowed for any reason if done in writing more than fourteen (14) days in advance of such Services. Cancellation by Purchaser with fourteen (14) days or less of scheduled on-site Services will be billed at fifty percent (50%) of the on-site fee, plus any non-recoverable costs incurred by Harris due to advance scheduling of travel. Additionally, Purchaser hereby acknowledges that cancellation of on-site Services means that such on-site Services will be rescheduled as Harris' then current schedule permits. Harris is not responsible for any delay in Purchaser's project resulting from Purchaser's cancellation of consulting. If additional services are required because the Purchaser was not adequately prepared for the on-site services, Harris will provide a Change Order to the Purchaser for the additional services.


16. Governing Law; Venue

This Agreement shall be governed by the substantive and procedural laws of the State of Oklahoma. Purchaser hereby agrees to submit to the exclusive jurisdiction of, and venue in, the courts in the State of Oklahoma in any dispute arising out of or related to this agreement

17. Entire Agreement

This Agreement shall constitute the entire agreement between the parties hereto with respect to the matters covered herein. Any modification or waiver of this Agreement is effective only if it is in writing signed by an authorized representative of the party to be charged. Provisions of a Customer purchase order or similar document are not applicable if they conflict with or add to the terms of this Agreement.

Tulsa County, OK, by the Board of County Commissioners of the County of Tulsa

By: 

Date: 11/01/2021

Title: Stan Sallee, Chairman, Board of County Commissioners of Tulsa County

Harris Recording Solutions

By: 

Date: _____

Title: **Executive Vice President**

Attest:  
Michael Willis, County Clerk

Approved as to form:

James G. Rea Digitally signed by James G. Rea
Date: 2021.10.21 16:12:20 -05'00'

Assistant District Attorney

Harris Recording Solutions

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

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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

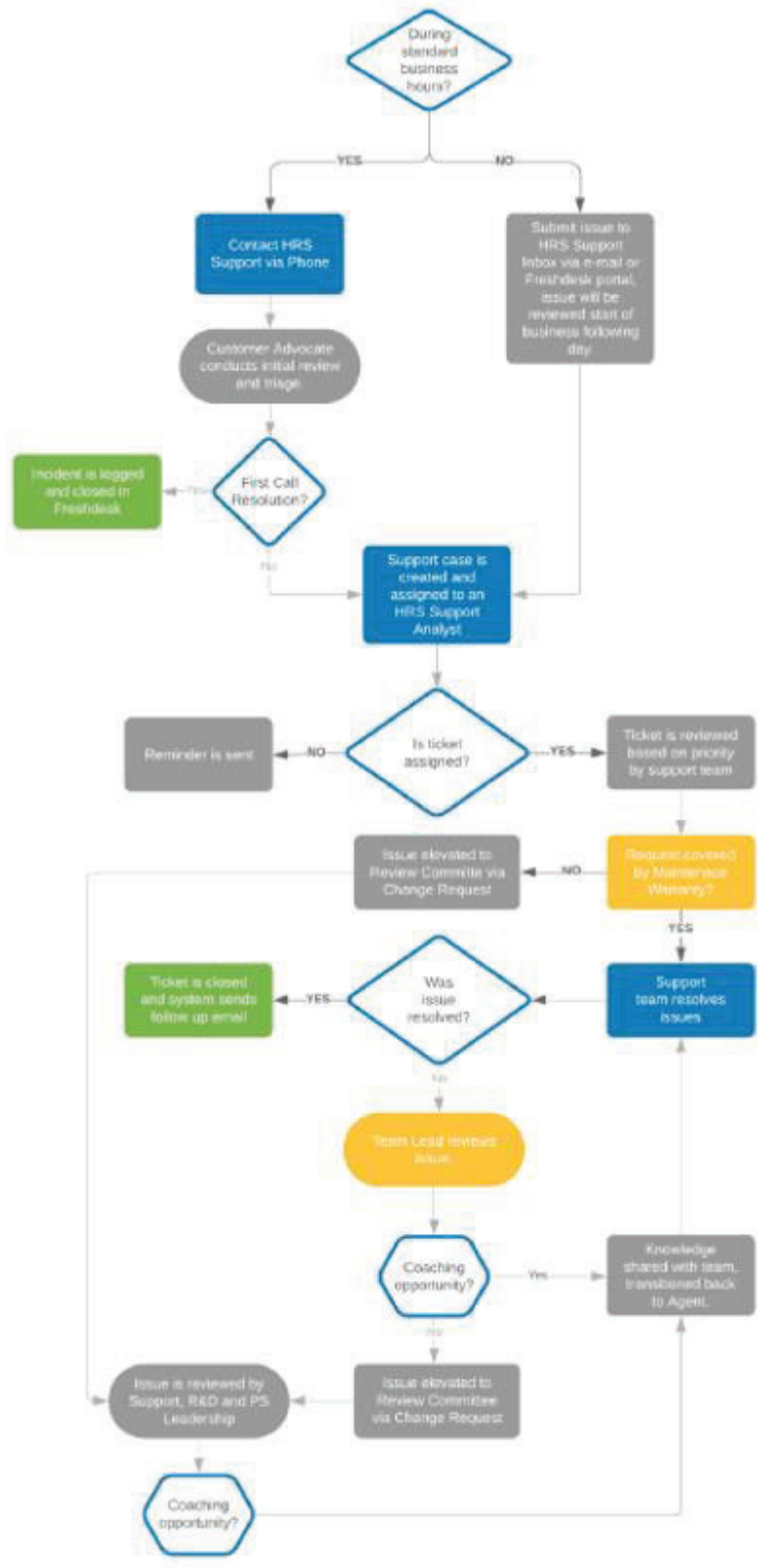
- Data Corrections (non-elective)
- Report formatting issues
- Training questions, how to, or implementing new processes
- Aesthetic issues
- Issues with workarounds
- Recommendations for enhancements on system changes
- Questions on documentation

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.