



February 6, 2023

Duane Thompson, IT Director  
Madison County, Mississippi

Duane,

This letter is being written to confirm that Harris\Delta Computer Systems, Inc. is the sole source provider of the software being proposed for the Madison County Justice Court office. The proposed software fully supports all functions of the Justice Court office, including but not limited to docketing, receipting, settlement, and imaging of documents. Harris | Delta's Justice Court software can also be set up to provide the county's accounting software General Ledger account numbers making the process of the Justice Court settlement easier for the Accounting Department to process.

As always, should you have questions or need additional information feel free to give me a call at 228-217-3634 or email at [awilson@harriscomputer.com](mailto:awilson@harriscomputer.com).

Thank you.

Amber Wilson  
Client Services Manager

# Proposal/Pricing Madison County



DATE  
February 6, 2023

EXPIRATION DATE  
May 9, 2023

Contract Number  
HRSD-MS45JC -02-2023-  
AWRB

**Harris Recording Solutions Delta**  
1085 Tommy Munro Dr  
Biloxi MS 39532  
Email:awilson@harriscomputer.com  
Phone: 228-271-3634

**TO:** Cheryl Horn  
Justice Court Clerk  
Madison County, Mississippi  
2961 South Liberty  
Canton MS 39046  
601-855-5619  
cheryl.horn@madison-co.com

Licensed Products			
Description	Scope (Hours Required)	Monthly Maintenance	License Fees/ Professional Services
Justice Court M6 Software		\$750.00	\$25,500.00
Training Costs			TBD
GUI Word Merge Station Set Up (11 stations)	9 hrs	\$220.00	\$1320.00
Imaging Database		\$70.00	\$4,000.00
Paperlink Scan Stations (5 scan stations)		\$400.00	\$15,000.00
Paperlink View Licenses (6 stations)		\$360.00	\$3,000.00
Conversion Cost	30 hrs		\$5850.00

**Training Costs :** Training can be done onsite, remotely or a combination of the two. Those options can be discussed, and terms cited prior to the actual training.

**FEE PAYMENT SCHEDULE**

Item	Amount	Invoiced
First Installment	\$20,000.00	At Installation
Second Installment	\$17,225.00	At Delivery to Test
Third Installment	\$17,445.00	At Go Live

## Maintenance

\$21,600.00 annually or monthly installments of \$1800.00

## Travel and Lodges Expenses

Price TBD

Travel and lodging expenses will be billed in conjunction with any services work performed at the County Clerk's office 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 Clerk's office. 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 Clerk's offices, sixty-five dollars (\$65) 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 Clerk's office on a holiday, one hundred thirty dollars (\$130) 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.

Billed when approved by the County Clerk and after expenses occurred.

### AGREEMENT TERMS AND CONDITIONS:

#### 1. Definition

Software Applications. "Software Applications" are the computer programs explicitly listed above in the section titled "Software License and Services".

#### 2. Payment Terms:

Licenses and Services described under this Contract are to begin after payment of initial Contract Signing milestone (100% of contract).

Payment for all invoicing under this contract, at the point of signing and hereafter will be remitted by the Payee (County) within Net 30 Days of receipt. Failure to provide payment within Net 30 may result in a disruption to all Maintenance Support or Professional services during or after the implementation of the contracted products.

#### 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. Contract Scope:

The parties signed hereto agree the attached Statement of Work (SOW) attached Titled "STATEMENT OF WORK MADISON COUNTY POS INTEGRATION" will prevail with all matters requiring identification contract scope. Any modifications to the SOW may result in additional costs.

#### 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. Maintenance is subject to an increase of up to 5% annually at renewal.

The initial annual maintenance fee will be billed on the first day that Automated Export is in a production environment. Subsequent years MSF shall be rendered at the beginning of each year in which services are to be furnished. Lapses in annual MSF will be monitored and in the event of a lapse, 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 Harris Software Support Agreement Standard Guidelines.

#### 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 \$175.00 per hour. On-site work is billed at \$950.00 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 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 (\$65) 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 (\$130) 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

Contractor warrants to the County that:

(i) the Software will substantially perform as described in the Documentation if the Software is used in accordance with the Documentation and the terms of this Agreement. In the event the Software does not substantially conform to the Documentation and County promptly notifies Contractor of the nature of the failure and the error can be reproduced by Contractor and Customer has paid all fees to obtain Maintenance and Support Services from Harris, Contractor shall make commercially reasonable efforts to provide a suitable workaround, repair or replace the non-conforming Software. The foregoing shall be County's primary remedy for breach of the exclusive warranty in this Section.

(ii) Contractor further warrants that, at the time of delivery, the Software does not contain any viruses.

(iii) the Services will be performed in a professional and workmanlike manner using suitably trained personnel.

## 13. Limitations on Liability

To the extent permitted by law all claims, damages or losses arising from use of the software by the Purchaser shall be absolutely limited to the fees paid by the Purchaser to Harris under this agreement.

## 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:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Angela Keeton	Executive Vice President
Amber Wilson	Client Services Manager

## 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 must provide written notification to Harris if it wishes to cancel the Agreement.

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.

#### 15. Governing Law; Venue

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

#### 16. 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.

Authorized Representative Madison County, MS

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Harris Recording Solutions Delta

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_