

REQUEST FOR DISTRICT ATTORNEY LEGAL SERVICES

THIS FORM IS TO BE USED TO REQUEST ADVICE AND/OR REPRESENTATION FROM THE DISTRICT ATTORNEY'S OFFICE REGARDING THE COUNTY OF OKLAHOMA, COUNTY OFFICIALS AND EMPLOYEES AS REQUIRED BY SECTIONS 215.4, 215.5, 215.25 AND 215.26 OF TITLE 19 OF THE OKLAHOMA STATUTES.

IF ADVICE IS SOUGHT, THE REQUEST MUST BE SIGNED BY AN ELECTED COUNTY OFFICER. THIS FORM MUST BE FILLED OUT AND SUBMITTED TO THE CIVIL DIVISION OF THE OKLAHOMA COUNTY DISTRICT ATTORNEY'S OFFICE IN A TIMELY MANNER. ALL RESPONSES TO REQUESTS FOR ADVICE WILL BE IN WRITING.

IF THE REQUEST IS FOR LEGAL REPRESENTATION UNDER 19 O. S. SECTION 215.25, THE REQUEST MUST BE SUBMITTED IN WRITING EARLY ENOUGH TO PERMIT THE DISTRICT ATTORNEY'S OFFICE ADEQUATE TIME TO COMPLETE A THOROUGH "GOOD-FAITH-AND-COURSE-OF-EMPLOYMENT" INVESTIGATION AS CONTEMPLATED BY 19 O.S. SECTION 215.26.

DATE OF REQUEST: 2-11-2010

COUNTY DEPARTMENT MAKING REQUEST: County Clerk

STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED:

-Please review the attached Addendum to the SmartDog Agreement dated May 22, 2009 with Oklahoma County on behalf of the County Clerk's Office for the Windows to Linux Platform and E-Business Instance Migration in an amount not to exceed \$39,375 as to form and legality.--

ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE. (NOTE: Advice, reviews and approvals as to "form and legality" are based on the documentation and information provided to the District Attorney's Office. Please provide all relevant information when requesting an opinion or review from the District Attorney's Office).

Frank W. Insko, Chief Deputy
for **Carolynn Caudill, County Clerk**
COUNTY OFFICER

DATE RECEIVED BY DISTRICT ATTORNEY: 2-11-10

REPLY BY DISTRICT ATTORNEY: Reviewed.

RECEIVED
FEB 11 2010
CIVIL DIVISION
DISTRICT ATTORNEY

DAVID PRATER,
DISTRICT ATTORNEY
By: *[Signature]*



STATEMENT OF WORK Project

This is an addendum to the Agreement dated 5/22/2009 between Oklahoma County ("Client") (on behalf of the County Clerk) and SmartDog Services, LLC ("Company" or "SmartDog"), which amends the terms of the said Agreement as provided herein, including but not limited to type of service to be provided, the placement of consultants, extension of not to exceed amounts, and scope of work. In the event of any conflict between the terms of the said Agreement and the Statement of Work ("SOW"), the Statement of Work shall control for the specific Services set forth in the Statement of Work. All other terms of the Agreement shall remain in full force and effect.

Project Overview

| | | | |
|-------------------------------|-------------------------|----------------------------|--|
| Client | <i>Oklahoma County</i> | Project Name | <i>Windows to Linux Platform & E-Business Instance Migration</i> |
| Client Organization | <i>County Clerk</i> | SOW Type | <i>T&M Project (Remote work)</i> |
| Client Project Sponsor | <i>Carolynn Caudill</i> | Total Not To Exceed | <i>\$ 39,375</i> |
| Estimated Start Date | <i>03/08/2010</i> | | |
| Target Completion Date | <i>04/16/2010</i> | | |
| SOW Expiration Date | <i>06/30/2010</i> | | |

Scope of Services

In Scope Work – Windows to Linux Platform and E-Business Instance Migration

The scope of this project is to perform a Windows 2003 platform migration of the County Clerk's Oracle E-Business Applications to Linux. SmartDog will be responsible for the coordination and completion of the following for the Production and Test E-Business environments:

- Collaboration with Client and hosting provider for the installation and configuration of Linux for the E-Business Production and Test servers (one application server and database server for each environment, two environments total, Production and Test).
- Migration and configuration of the Oracle application and database software from the Production servers to the target Production and Test servers.
- Migration of Production database to the target Production and Test database servers.
- Configuration of Rapid Clone for the Oracle E-Business Applications on the target Production and Test servers.
- Configuration of the database, listener and application on the target Production and Test servers.
- Execution and testing of post-migration Rapid Clone pre-clone and cloning procedures.
- Perform one clone of Production to the Test servers, after creation of production environment on Linux.
- Startup and connectivity testing to the Oracle Applications and database after each migration for Production.
- Additional patch recommendations in order to support the migration to Linux. (i.e., bug-fix, performance patches, etc.)

Functional Testing: The County Clerk's Office will coordinate the functional testing following the migration of the Production and Test instances. SmartDog will provide assistance as needed.

Out of Scope Work – Migration

Upgrades and patching for environments not mentioned under "In Scope" above are not included in this SOW.

Work which is identified during the course of the project can be either included or excluded from this scope, provided that a change request documenting the change is created by the SmartDog Project Manager and provided to the Client Project Sponsor.



STATEMENT OF WORK Project

Approach

SmartDog estimates that up to six weeks may be necessary to perform a fast track migration of the Production and Test environments. Please note that this is a high level approach and does not represent actual duration estimate. For this engagement the Client will create and manage a detailed project plan for this effort.

Week 1: SmartDog will verify install of Oracle Enterprise Linux x32/x64(DB) on 2 prod and 2 test boxes, setup required printers, create mount points, download Oracle required software to disk from CD/DVD, and install VNCserver.

SmartDog will start iteration one by performing a Windows export to determine timing, install and configure Oracle on Linux, and download patches as the Linux servers become available.

Week 2: SmartDog will finish the Oracle installation and configuration for production, perform a database migration from the current production to the target future production instance.

Week 3: SmartDog will apply Oracle patches to Linux production which will bring it up to the current level on Windows, and then production will be cloned to test. This will complete iteration one.

Week 4: The County Clerk's Office will perform functional testing on test. Issues will be addressed as they arise during testing. SmartDog will start and complete iteration two. There will not be a clone of prod to test.

Week 5: SmartDog will start and complete iteration three (if needed), and start production go-live preparation. Remaining issues will be reviewed and action items produced.

Week 6: Resolve all issues, finish production go-live preparation for the weekend of week 6. A clone from prod to test is recommended after go-live and is not included in this scope.

Key Deliverables to Client

SmartDog will produce the following deliverables during the course of the project:

- Iteration one – migration of Oracle apps 11.5.10.2 from Windows to Linux prod, upgrade database to 10.2.0.4, and clone prod to test.
- Iteration two – migration of Oracle apps 11.5.10.2 from Windows to Linux prod, upgrade database to 10.2.0.4
- Iteration three (if needed) – migration of Oracle apps 11.5.10.2 from Windows to Linux prod, upgrade database to 10.2.0.4
- Go-Live – migration of Oracle apps 11.5.10.2 from Windows to Linux prod, upgrade database to 10.2.0.4

Oklahoma County Project Sponsor will provide sign-off on these deliverables within 5 business days in order to maintain estimated time and schedule. Exceptions which prevent Oklahoma County Project Sponsor sign-off will be documented in order for SmartDog to remedy and resubmit the deliverable for sign-off.

Responsibilities

| Organization | Role | Responsibilities |
|--------------|-------------------------|--|
| Client | John Caldwell | Assist with coordination and functional testing tasks as needed. |
| | | |
| SmartDog | Oracle Applications DBA | Perform technical migration steps and health checks. |
| | | Coordination of the Linux OS installation. |



STATEMENT OF WORK Project

Key Inputs from Client

The following identifies any deliverables due from the client at the beginning or during the course of the project required to maintain estimated time and schedule:

| Title | Description | Estimated Due Date / Phase |
|------------------------------|--|----------------------------|
| Windows System Administrator | Disk space to hold export files. | Prior to project kickoff |
| Linux System Administrator | Provide administrator account and password for servers during the migration, address any OS issues as needed | During each migration |

Estimated Cost

| Role | Estimated Hours | Hourly Rate | Estimated Cost |
|-----------------------------|-----------------|-------------|------------------|
| Oracle Apps DBA | 250 | \$157.50 | \$ 39,375 |
| Not to Exceed Total: | | | \$ 39,375 |

The rates listed represent a time and materials estimate for the scope defined. This cost reflects SmartDog's labor only.

Project Assumptions

This section outlines the project assumptions and any delivery constraints to consider in order for the work to be completed for the client.

Overall:

- Key deliverables will be signed off on a timely basis. Delays in key sign-offs may impact the project timeline and budget.
- Client and SmartDog will participate jointly in the project and will share responsibility to complete project tasks. Client will make available, on a timely basis, appropriate personnel to complete required tasks.
- Client team members will be empowered to make required decisions.
- Any scope changes identified after project commencement will be documented through a change order process and agreed to by both Client and SmartDog.
- Client will coordinate all external and integration testing activities.
- Client will provide all project management and client testing resources.
- All 3rd party tools employed on the system are compatible.
- Estimates do not account for time needed for all critical Oracle software bugs resolution.
- SmartDog management of the installation of Oracle is defined as DBA activities.
- Any resultant effort of more than 10 hours whether due to additional patches, emergency patches, RICE components, or change in scope, will be considered a change request and charged separately
- Client will be responsible for all functional requirements, testing (A2A & B2B) coordination, and customizations impacted by upgrade
- There will be no technical interface / integration issues as a result of the Linux platform migration.



STATEMENT OF WORK Project

Project Planning:

- Client will perform all project management activities.
- E-mail and shared directories will be available to the project team members to facilitate communication and information sharing.
- SmartDog team members will take off normal Client holidays and any additional holidays identified by SmartDog in this document.

Technical Environment:

- Client users will be provided with connectivity, technical infrastructure and appropriate personnel computers and software to access their required modules.
- The production and test environment will each consist of a Linux server for the database and a Linux server for the application server. This is a total of four Linux servers.
- Specific requirements not documented within this document may impact project operations and result in a change order.
- Sufficient storage exists to facilitate necessary upgrade steps (clones, backups, backups). Patches applied to the production instance for the duration of engagement are limited to one-off patches i.e. only patches that will have little or no impact, and the impact will be limited to a particular business flow, unless a patch has been defined by Oracle Support that is critical to client's business operation.

Testing:

- Neither Client nor SmartDog will utilize any automated testing tools during this project.
- Client will be responsible for testing and certifying that the production applications are production ready during testing cycles.
- Any custom code that may be impacted as a result of the upgrade will be addressed by client development resources unless agreed otherwise.
- Client will manage all issues associated with 3rd party tools employed with the ERP system (unless agreed otherwise).
- Performance load testing is out of scope for this effort

Production Implementation and Post-production Support:

- Client is responsible for documenting all new policies and procedures relating to use of the applications.

Additional Terms and Acceptance

Inspection and Acceptance. For any Services that require delivery of goods, software or other work product of SmartDog ("Deliverables"), Client will have the right to inspect each Deliverable and either accept or reject the Deliverable by giving SmartDog written notice within five (5) business days after delivery thereof. Any inspection by Client shall be performed in such a manner as not to unduly delay the work. If Client fails to either accept or reject within the aforementioned time period, the Deliverable shall be deemed to be accepted by SmartDog. For any Deliverable or portion thereof that is reasonably found rejected, Client will provide SmartDog with the details necessary for correction of such Deliverable, and SmartDog will promptly perform the necessary modifications and resubmit the updated portions to Client for acceptance. This process may be reasonably repeated until Client accepts the Deliverable. There will be no additional charge for such correction unless caused by Client or otherwise mutually agreed in writing.

Does the Client require use of Purchase Orders ("P.O")? Yes No

If P.O. is required, but not attached, please provide P.O. Number:



STATEMENT OF WORK
Project

Agreed to this 10th day of February 2010.

SmartDog Services, LLC
By: 
Name/Title: Joni A. Johnson, General Counsel

February 10, 2010

APPROVED by County Officer
Carolynn Caudill, County Clerk

APPROVED
by the Board of County Commissioners


CHAIRMAN

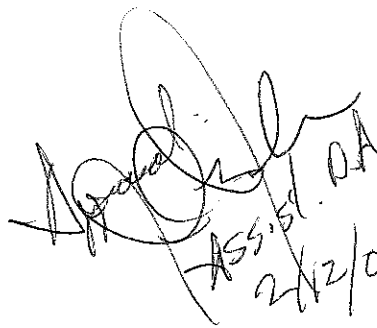
VICE CHAIRMAN

MEMBER

ATTEST

Carolynn Caudill, County Clerk

 # 1100 4869


ASSIST. DA.
2/12/10



Master Service Agreement – Scalable Consulting Services

This Master Services Agreement is effective as of the 22nd day of May, 2009 by and between SmartDog Services, LLC, ("Company") having an office at 3445 N. Causeway Blvd , Suite 730, Metairie, LA 70002, and Oklahoma County ("Client") having an office at 320 Robert S. Kerr RM. 105 OKC, OK 73102. Both Company and Client may be collectively referred to as ("Parties") or individually as ("Party") In consideration of the foregoing and of the mutual covenants herein contained the parties, intending to be legally bound, agree as follows:

SERVICES

Client hereby retains and Company agrees to provide Scalable Consulting Services ("Services") to the Client on an as needed basis. Client agrees that should travel be required for on-site services that are less than forty (40) hours in a calendar week, then consultant's travel time to and from site shall be paid by Client.

For a period of twelve (12) months from the effective date of this agreement ("Initial Term"), Remote Scalable Consulting Services shall be priced at a percentage (%) discount from SmartDog Services' Standard Scalable Consulting Onsite Rates in effect when such services are performed. For Client's convenience, the current percentage discounts are set forth below and those Onsite and Remote Scalable Rates and Services that are in effect as of the effective date hereof are set forth at the end of this Agreement. Company shall notify Client in writing thirty (30) days in advance should the Standard Consulting Onsite Rates or Discounts change

Under this Agreement, Client has the option to retain Company for a minimum number of hours per calendar month ("Monthly Minimum Commitment") or make no commitment for any hours. If a Monthly Minimum Commitment is chosen, Client agrees to utilize the minimum number of Services hours per calendar month to be used on an as needed basis. The minimum hours must be utilized in the calendar month. The unutilized hours will be billed at the then current *Underburn* hourly rate, unless the unutilized usage is caused by Company.

Current Client discounts are as follows:

| | |
|---|---------------------|
| 80 Hour Monthly Minimum Commitment: | 5% DISCOUNT |
| 160 Hour Monthly Minimum Commitment: | 8% DISCOUNT |
| 240 Hour Monthly Minimum Commitment: | 12% DISCOUNT |
| 320 Hour Monthly Minimum Commitment: | 17% DISCOUNT |
| 640 Hour Monthly Minimum Commitment: | 23% DISCOUNT |

Client's Monthly Commitment Terms are as follows: No Monthly Minimum Commitment
There will be no cost to Oklahoma County for the SMARTSupport services referenced in DLT quote

Monthly Commitment Adjustment: During the term of this Agreement, the Monthly Minimum Commitment can be adjusted by Client by providing fifteen (15) days advance written notice to Company of its intent to either increase or decrease its monthly commitment which will become effective the first day of the next calendar month.

SUPPLEMENTAL SUPPORT

Client may require other support in order to further supplement the Scalable Consulting Services This support will be provided upon

receiving Client's authorized request and approval A rate for supplemental support will be provided to Client prior to beginning work.

REMOTE ORACLE MONITORING SUPPORT OPTION

DBA on Demand[™] Managed Care Monitoring Support- A retainer based remote Oracle database and application offering for outsourcing DBA responsibilities. This option includes monitoring, alerts, and both proactive and reactive resolution support based on predefined service levels Client may elect this complete monitoring offering by signing a DBA on Demand[™] Services Addendum. Hourly credits will be applied towards Client's Scalable Monthly Minimum Commitment based on the support level and number of databases instances covered.

DBA on Demand[™] Critical Care Monitoring Support- An hourly based remote support offering whereby Company's proprietary software will monitor Oracle database and Oracle Applications critical technical components. Database monitoring software will monitor database and database listener availability. Oracle Applications monitoring software will monitor installed Oracle Applications technology stack service availability In the case of a critical connectivity issue identified by the monitoring software, Client authorizes Company to perform up to four (4) hours of work per occurrence. Additionally, Oracle database alert log errors will be provided to Client on a weekly basis All non-critical database support will be requested and approved by Client in advance of work performed. Critical Care Monitoring Rates are included in the Scalable Rates and Services matrix set forth at the end of this Agreement and based on the monthly minimum commitment

WatchDog Service for Applications- A diagnostic and analysis service that helps identify and resolve transaction, configuration, and business process issues that may effect an Oracle E-Business system's operations The WatchDog Diagnostic is run monthly via remote connectivity on a Client's production system and provides a dashboard status report for key functions within an Oracle E-Business Suite. The WatchDog Analysis is a functional review of the Client's system that delivers actionable recommendations on a quarterly basis to help clients improve operations and roadmap their E-Business implementation

WatchDog Service for Database- An investigative tool that analyzes operations in the database tier for potential improvement and issue avoidance. WatchDog for DB runs proprietary queries remotely each month to statistically evaluate a client's Oracle DB environment, then helps determine system, process, and configuration variables to best fit demands. The resultant WatchDog report provides a dashboard status to assist clients in their system optimization efforts.

SmartSource Support Service – This service offers predictable fees and consolidated billing for services including WatchDog, and Functional, Technical and non-retainer DBA Support. Client may elect this support offering by signing a SmartSource Support Services Addendum



COORDINATION AND COMMUNICATION

A. Client will make a Scalable Consulting Services Request ("Request") to Company management by logging a Service Request in the Company ticketing system. Client has the option to set priority levels so that Company is aware of high priority situations and can take appropriate action. Failure to set priority is to place priority at the lowest priority until reviewed by both parties. Client will receive written instructions on utilizing Company's Service Request System once the contract is executed.

B. Scalable Consulting Services Managers. Upon signing of contract, Client and Company will each appoint a single Scalable Consulting Services Manager who will serve as the primary point of contact for the other Party for matters related to Scalable Consulting Services. Either Party may replace its Consulting Services Manager by notifying the other Party in writing.

C. Designation of Authorized Approvers: Client must designate who can approve Services from Company. All approvals from these Authorized Approvers will be considered approved and billable. Should no Approvers be designated, then any employee or agent of Client at time of approval shall be an Authorized Approver. Client may replace or add Authorized Approvers by providing written notice.

| | | |
|-----------------------------|--------|-----------------------------|
| Authorized Approvers | Name | CAROLYNN CAUDILL |
| | Email: | CARCAU@OKLAHOMACOUNTY.ORG |
| | Name | MARK MISHOE |
| | Email: | CCMARMIS@OKLAHOMACOUNTY.ORG |
| | Name | CHARLIE PHILLIPS |
| | Email: | CCCHAPHI@OKLAHOMACOUNTY.ORG |
| | Name | |
| | Email: | |

D. Periodic Activity Reports. Company will furnish to Client regular reports itemizing the services performed for the client during the reporting period at a frequency no less than weekly.

E. Scalable Consulting Services Performance Reviews. The Consulting Services Managers will meet as needed to review Minimum Monthly Commitment or to address new requests, review outstanding requests or other items as needed. Meeting will be scheduled based on the availability of both Consulting Services Managers.

TERMS AND CONDITIONS

1. **AUTOMATIC RENEWAL**. After the Initial Term, the Agreement shall automatically renew for the same term as the Initial Term unless terminated under Section 2 of the Terms and Conditions of this Agreement.

2. **TERMINATION**. This Agreement and subsequent Addendums, unless otherwise set forth in the Addendums, can be cancelled by either party by providing (30) days advanced written notice. In the event of a breach of any of the terms of this Agreement, the non-breaching party may terminate the Agreement with twenty-four (24) hours written notice to the breaching party in accordance with the *Notices* section of this Agreement.

Unless termination is for reasons of material breach, if any Addendum begun during the term of this Agreement has not been

completed upon the termination date of this Agreement, the terms of this Agreement shall continue in force solely with respect to such Addendum until such Addendum has expired or is otherwise terminated in accordance with this Agreement or the terms of the Addendum.

Upon termination of this Agreement and all completed or terminated Addendums, payments under this Agreement shall cease; provided, however, that Company shall be entitled to payments for Services that were performed prior to the date of termination and for which Company has not yet been paid.

3. **INVOICING, EXPENSES AND PAYMENT**. The Scalable Consulting Services are provided on a Time and Materials (T&M) basis; that is, Client shall pay Company for all the time spent performing such services, plus materials, taxes and expenses, if applicable ("Fees"). For on-site services, Client shall be required to pay travel expenses. Any estimate relating the performance of Scalable Consulting Services under this Agreement is intended only to be an estimate for Client's budgeting and Company's resource management. Company shall present invoices to Client for Fees due under this Agreement no more frequently than weekly. All invoices shall be payable in full no later than thirty (30) days from the date of invoice. Payment shall constitute acceptance of Services and the invoiced amounts. Past due invoices are subject to finance charges of 1.5% per month. In any dispute over invoicing, the prevailing party shall recover from losing party all costs of litigation and/or collection, including reasonable attorney fees and court costs.

4. **CONFIDENTIALITY**. The parties may provide to one another information that is confidential. The disclosing party has and will have the following information: inventions, machinery, prices, apparatus, costs, discounts, databases, future plans, business affairs, process information, trade secrets, technical information, customer lists, product design information, copyrights and other confidential information (collectively, "Information") that are valuable, special and unique assets of the disclosing party. The receiving party agrees that it will not at any time or in any manner, either directly or indirectly, use any Information for its' own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of the disclosing party. The receiving party will take reasonable measures to protect the Information and treat it as strictly confidential. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement. Confidential Information shall not include information which: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; (d) is independently developed by the other party; or (e) is disclosed by operation of law.

5. **COVENANT NOT TO HIRE**. Unless otherwise provided for in an Addendum, during the term of this Agreement and for a period of twelve (12) months subsequent to its expiration or termination, neither the Client nor Company shall knowingly solicit, recruit or hire those current employees, agents or subcontractors of the other without the prior written consent of a representative of the party who has the authority to bind and sign on behalf of that party. This Section shall not restrict in any way the right of either Party to solicit



or recruit generally in the media, and shall not prohibit either Party from hiring an employee of the other who answers any advertisement or who otherwise voluntarily applies for hire without having been personally solicited or recruited by the hiring Party.

6 WARRANTY

6.1 Company warrants that its Services will be performed with that degree of skill and judgment that is normally exercised in the field. Should Company's Personnel's work fail to conform to this degree of skill and judgment, Client shall notify Company of its dissatisfaction in writing, Company will make a reasonable attempt to address and remedy each issue to the Client's satisfaction. Should Client notify Company of its dissatisfaction in writing, and the problem cannot be remedied, Company will only bill for satisfactory work performed by Personnel from the time dissatisfactory work began or ten (10) days from written notice, whichever is less.

6.2 In the event a Company Personnel specifically assigned to the Client resigns or is terminated by Company while the Personnel is engaged at the Client, Company may, within five (5) business days following the Personnel's removal, replace the departed Personnel with a Personnel of like qualification and skill. The Client reserves the right to reject the replacement Personnel if there are reasonable grounds to do so.

7. LIMITATIONS OF LIABILITY Except as expressly stated herein, there are no other warranties, express or implied, with respect to the Services rendered by Company's personnel or the results obtained from their work. Except as provided for specifically in this Agreement, in no event shall either party (including without limitation the agents and employees thereof) be liable to the other (including without limitation the agents and employees thereof) for any indirect, special, incidental, exemplary, punitive or consequential damages, even if the party shall have been advised of the possibility of such potential loss or damage.

8 COMPANY'S MONITORING SOFTWARE. Company's Database Monitoring Software is exclusively owned by SmartDog Services, LLC. If Client chooses the option of installing, upon termination of this Agreement, SmartDog Services, LLC has the right to remove its scripts. In any case, once this Agreement is terminated Client must remove them from their storage devices and cease to use the proprietary software.

9 MISCELLANEOUS

9.1 Invoicing
Does Client require Purchase Orders ("P.O.")? Yes No
If P.O. is required, but not attached, P.O. Number is ____
Special Invoicing Instructions: ____

| | | |
|------------------|-------------------|----------------------------|
| Mail Invoice to: | Attn: | Tommie Parker |
| | Street: | 320 Robert S. Kerr RM. 105 |
| | City, State, Zip: | OKC,OK 73102 |
| A/P Contact: | Name: | DANNY LAMBERT |
| | Phone Number: | 405-713-1529 |
| | Fax Number: | 405-713-1529 |
| | E-Mail: | DANLAMB@OKLAHOMACOUNTY.ORG |

9.2 Subcontracting. Company reserves the right to subcontract the Services to a qualified subcontractor, and in such cases Company will be responsible for the work performed by the subcontracted Personnel as if they were directly employed by Company.

9.3 Cooperation. Client acknowledges that its timely provision of and access to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from its officers, agents, and employees, and suitably configured computer products (collectively, "Cooperation") are essential to performance of any Services, and that Company shall not be liable for any deficiency in performing Services if such deficiency results from Client's failure to provide full Cooperation. Further, Client is responsible for securing any Oracle licenses needed for SmartDog to perform Services.

9.4 Notices. Any notices required or permitted under this shall be in writing and shall be deemed to have been fully given upon receipt to the following addresses or such other addresses as the parties may provide in writing to the other from time to time. Should the Notice address be left blank then any last known address or email will suffice for Notices purposes.

| | |
|-----------------------------------|-----------------------------------|
| If to Company: | If to Client: |
| Attn: <u>General Counsel</u> | <u>Brenda Pirkey</u> |
| 3445 N. Causeway Blvd. | <u>320 Robert S. Kerr RM. 105</u> |
| Suite 730 | <u>OKC,OK</u> |
| Metairie, LA 70002 | <u>73102</u> |
| <u>jonii@smartdogservices.com</u> | <u>bpirkey@oklahomacounty.org</u> |

9.5 Independent Contract Status. It is understood by the parties that Company, in the performance of Services hereunder, is acting as an independent contractor and not an employee or agent of the Client. Client shall not be responsible to Company or its employees for payroll-related taxes, fringe benefits, including health insurance benefits, paid vacation, or any other employee benefits.

9.6 Entire Agreement. This Agreement, and any Addendums constitute the entire Agreement between Company and Client. Addendums may include, but are not limited to, addendums that are entitled Statement of Work, Modification or Addendum. This Agreement supersedes all previous agreements, whether oral or written. This Agreement shall not be modified or amended except by a written document signed by all parties hereto.

9.7 Severability. Should any provision of this Agreement be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

9.8 Waiver of Contractual Right. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.



9.9 Force Majeure Neither party shall be liable for, or be considered in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement (except with respect to payment obligations) as a result of any causes or conditions which are beyond such party's reasonable control and which such party is unable to overcome by the exercise of reasonable diligence, including but not limited to any acts of God, sabotage, war, natural disaster, terrorism, corruption of the Internet or the like

SmartDog Services, LLC will stop using Client's name and logo as a client reference.

9.11 Counterparts and Signatures. This Agreement may either be executed by facsimile or scanned and electrically transferred signatures. A copy of this Agreement signed by an authorized representative of each party shall have the same force and effect as an original. Once signed by both parties authorized representatives, any reproduction of this Agreement made by reliable means (e.g., photocopy, scan facsimile) is considered an original

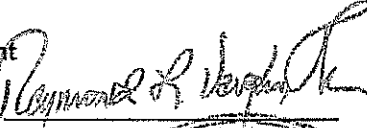
9.10 Use of Client Name. Client agrees that SmartDog Services, LLC may, at its discretion, use your organization's name and logo as a client reference. Upon written notice from Client,

IN WITNESS WHEREOF, intending to be legally bound, Company and Client have executed or caused this Agreement to be executed by their duly authorized representatives on the date first written above.

SmartDog Services, LLC


By: 

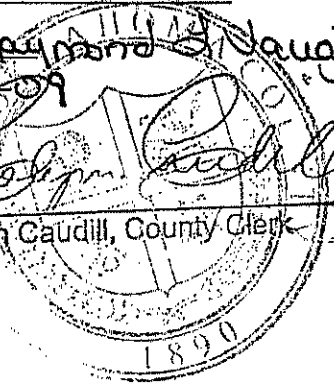
Name/Title: Joni A. Johnson, General Counsel

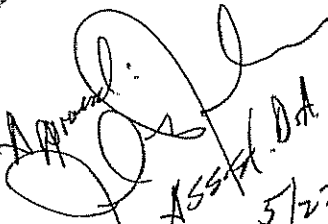
Client
By: 

Name/Title: Raymond S. Vaughn Jr., Chairman

ATTEST:


Carolynn Caudill, County Clerk



Approved: 
ASST. DA.
5/22/09



| SmartDog Services Scalable Consulting Pricing Matrix | Monthly Minimum Commitment ("MMC") Options | | | | | Onsite/ standard No MMC |
|--|--|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------------|
| | 80 hr MMC Remote | 160 hr MMC Remote | 240 hr MMC Remote | 320 hr MMC Remote | 640 hr MMC Remote | |
| % Discount | 5% | 8% | 12% | 17% | 23% | N/A |
| Virtual CIO | | | | | | |
| Assists with Strategy, Planning and Quality Assurance | 164.59 | 159.39 | 152.46 | 143.80 | 133.40 | 173.25 |
| Business Analyst | | | | | | |
| Provides expert analysis to support technology initiatives | 159.60 | 154.56 | 147.84 | 139.44 | 129.36 | 168.00 |
| Project or Program Management | | | | | | |
| Lead and manage client's tech. initiatives and/or SmartDog offerings | 154.61 | 149.73 | 143.22 | 135.08 | 125.32 | 162.75 |
| Oracle Core Technology | | | | | | |
| Data Architect | 154.61 | 149.73 | 143.22 | 135.08 | 125.32 | 162.75 |
| Application Server: Install, Upgrade & Configuration | 149.63 | 144.90 | 138.60 | 130.73 | 121.28 | 157.50 |
| Oracle Fusion Middleware | 149.63 | 144.90 | 138.60 | 130.73 | 121.28 | 157.50 |
| Discoverer Administration & Development | 129.68 | 125.58 | 120.12 | 113.30 | 105.11 | 136.50 |
| Development/Customizations: PLSQL, SQL, Oracle Forms & Reports | 104.50 | 101.20 | 95.80 | 91.30 | 84.70 | 110.00 |
| Oracle Portal: Security, Portlets, Design, Development | 129.68 | 125.58 | 120.12 | 113.30 | 105.11 | 136.50 |
| Oracle Applications Functional | | | | | | |
| FINANCIALS -GL,AP,AR,FA,PO,CASH | 159.60 | 154.56 | 147.84 | 139.44 | 129.36 | 168.00 |
| MFG -INV, WIP, BOM, ENG, COST, Quality, MPS, MRP | 159.60 | 154.56 | 147.84 | 139.44 | 129.36 | 168.00 |
| HRMS/Payroll -HR/HRMS, Payroll | 166.25 | 161.00 | 154.00 | 145.25 | 134.75 | 175.00 |
| CRM-Sales Online, Marketing, iStore, Service, UWQ, CRM Found. Telesales, Incentive Comp., Quoting, DQM, Email Ctr, TCA | 159.60 | 154.56 | 147.84 | 139.44 | 129.36 | 168.00 |
| PROJECTS -Project Billing, Project Costing, Project Resource Mgt | 166.25 | 161.00 | 154.00 | 145.25 | 134.75 | 175.00 |
| OM Suite- Order Mgt, Advanced Pricing, Quoting, Shipping | 159.60 | 154.56 | 147.84 | 139.44 | 129.36 | 168.00 |
| Oracle Applications Technical | | | | | | |
| Install/Configure Daily Business Intelligence (DBI) | 154.61 | 149.73 | 143.22 | 135.08 | 125.32 | 162.75 |
| Technical Lead | 149.63 | 144.90 | 138.60 | 130.73 | 121.28 | 157.50 |
| Development/Customizations- Oracle Forms, Reports, Interfaces. Conversions, Extensions/ Bolt-ons. Configure Printers. Drivers. System Admin, Troubleshooting | 129.68 | 125.58 | 120.12 | 113.30 | 105.11 | 136.50 |
| OBIEE Architecture and/or Design | 166.25 | 161.00 | 154.00 | 145.25 | 134.75 | 175.00 |
| OBIEE Development/Support | 154.61 | 149.73 | 143.22 | 135.08 | 125.32 | 162.75 |
| Database Administration | | | | | | |
| Non Apps environment: Tuning, Upgrades. Clones. Back up & Recovery, Migrations, Installations | 123.50 | 119.60 | 114.40 | 107.90 | 100.10 | 130.00 |
| Apps Environment: Tuning, Upgrades. Clones. Back up & Recovery. Migrations, Installations | 149.63 | 144.90 | 138.60 | 130.73 | 121.28 | 157.50 |
| RAC, Standby/Dataguard, Streams | 149.63 | 144.90 | 138.60 | 130.73 | 121.28 | 157.50 |
| WatchDog Diagnostic Support Services | | | | | | |
| WatchDog for eBusiness Suite | | | N/A | | | 1,500/ quarter |
| WatchDog for Technical/Database | | | N/A | | | 1,500/ quarter |
| SmartSource Overage (for SmartSource Customers Only) | | | | | | |
| Rate when Monthly Allocated Hours are exhausted | | | N/A | | | 130.00 |
| Technical Writing | | | | | | |
| Technical Documentation | | | N/A | | | 63.00 |
| DBA on Demand Critical Care Monitoring Services | | | | | | |
| Critical Monitoring & Response with Error Reporting | | | N/A | | | 20.00/ day |
| DBA on DEMAND Managed Care Monitoring Services (pricing and service level definitions available on request) | | | | | | |
| Service Level Options: Advanced (7days x24 hours per week); Intermediate (7a-7p, 7 days per week), Safe & Sound (9-5, M-F per week) | | | | | | |
| Underburn Rate | | | | | | |
| Rate when Monthly Commitments are not met | | | 50.00 | | | N/A |
| SUPPLEMENTAL SERVICES: | | | | | | |
| Client may require other services to further supplement Scalable Consulting Services. These services, not currently offered as part of SmartDog Services' Standard Scalable Services, will be provided upon receiving Client's authorized request and approval for such services. A rate for supplemental services will be provided to Client prior to beginning work. | | | | | | |
| OTHER: | | | | | | |
| These Rates and Services are subject to change prior to entering a contractual agreement and can be amended after signing a contractual agreement with 30 days notice. All rates are hourly rates unless noted otherwise. | | | | | | |

Vers.021209

PENDING APPROVAL



Price Quotation

Quote: 3312870
Reference: 510978
Date: 05/19/2009
Expires: 05/28/2009

To: Carolynn Caudill
Oklahoma County
320 Robert S Kerr
Oklahoma City, OK 73102

From: Matt Birchmeier
DLT Solutions, Inc.
13861 Sunrise Valley Drive
Suite 400
Herndon, VA 20171

Phone: (405) 713-1864
Fax:
Email: CCCARCAU@oklahomacounty.org

Phone: (703) 773-9288
Fax: (866) 419-7926
Email: matt.birchmeier@dlf.com

| # | Part No. | Description | Qty | Contract | Unit Price | Ext. Price |
|----|------------|--|------|----------|------------|-------------|
| 1 | 9891-6244 | Self Service Human Resources, Employee License | 1300 | GSA | \$16.57 | \$21,541.00 |
| 2 | 9891-6245 | One Year Software Update License & Support for, Self Service Human Resources, Employee License | 1300 | GSA | \$3.64 | \$4,732.00 |
| 3 | 9891-6246 | Advanced Benefits, Employee License | 1300 | GSA | \$35.50 | \$46,150.00 |
| 4 | 9891-6247 | One Year Software Update License & Support for, Advanced Benefits, Employee License | 1300 | GSA | \$7.81 | \$10,153.00 |
| 5 | 9891-5696 | Time and Labor Employee License | 1300 | GSA | \$44.96 | \$58,448.00 |
| 6 | 9891-5697 | One Year Software Update License & Support for Time and Labor : Employee License | 1300 | GSA | \$9.89 | \$12,857.00 |
| 7 | 9891-15526 | Oracle User Productivity Kit Developer | 5 | GSA | \$7,099.50 | \$35,497.50 |
| 8 | 9891-15527 | One Year Software Update License & Support for Oracle User Productivity Kit Developer | 5 | GSA | \$1,561.89 | \$7,809.45 |
| 9 | 9891-15812 | User Productivity Kit User License | 50 | GSA | \$23.67 | \$1,183.50 |
| 10 | 9891-15813 | One Year Software Update License & Support for User Productivity Kit User License | 50 | GSA | \$5.21 | \$260.50 |
| 11 | NOTE | At no additional cost, this proposal includes a service called SMARTSupport for Oracle to be delivered by SmartDog Services. | 1 | notes | \$0.00 | \$0.00 |

Total

\$198,631.95

PENDING APPROVAL



Price Quotation

Quote: 3312870
Reference: 510978
Date: 05/19/2009
Expires: 05/28/2009

GSA Schedule Data:
Contract #: GS-35F-4543G
Contract Category: Schedule 70
Contract Term: 04/01/1997-4/1/2013
DUNS #: 78-646-8199
Federal ID #: 54-1599882
CAGE Code: 0S0H9
FOB: Destination
Terms: Net 30 (On Approved Credit)
DLT accepts VISA/MC/AMEX
Ship Via: Fedex Ground/UPS

PLEASE REMIT
PAYMENT TO:

ACH: DLT Solutions, Inc
SunTrust Bank
ABA # 061000104
Acct # 1000032705898

-OR-

Mail: DLT Solutions, Inc.
PO Box 102549
Atlanta, GA 30368

Customer orders subject to applicable sales tax in: CA, CO, CT, DC, FL, KS, LA, MA, MD, MS, NC, NV, OH, RI, SC, TN, TX, VA, WA, WI

The terms and conditions of the Manufacturer's standard commercial license and subscription agreement are made a part of this quotation and shall govern purchaser's use of any Manufacturer product. Contact the DLT Sales Rep if further information is required.

Documentation to be submitted to validate Invoice for payment:

- a. Authorized Services shall be invoiced with a corresponding time report for the period of performance identifying names, days, and hours worked
- b. Authorized reimbursable expenses shall be invoiced with a detailed expense report, documented by copies of supporting receipts.
- c. Authorized Education or Training shall be invoiced with a Report identifying date and name of class completed, and where applicable the name of attendees.

DLT's Extends Oracle Software Maintenance with DLT SMARTSupport for Oracle

Overview

DLT, in partnership with SmartDog Services, now offers its customers the ability to significantly enhance their ongoing Oracle software maintenance with **DLT SMART (Support Maintenance and Response Team) Support for Oracle**. **DLT SMARTSupport** expands and enhances Oracle software maintenance, specifically designed to provide a more tailored and personalized interface to Oracle software maintenance services, along with additional diagnostics tools, to help you get additional value out of your ongoing Oracle software maintenance contract.

With **SMARTSupport**, DLT and SmartDog provide a quarterly run of WatchDog Diagnostics, 24x7 Database Monitoring, Installation of both Remote Diagnostic Agent (RDA) and Automatic Workload Repository (AWR).

SMARTSupport ensures that critical components of your system are monitored to provide quick response in the event of a failure, identifies trends occurring in your environment, and provides you access to a live technician trained to help navigate Oracle maintenance to resolve your Oracle issues quickly.

SMARTSupport WatchDog Diagnostics

Additionally, SmartDog will run and analyze database diagnostics monthly. If any of these reports shows an anomaly, it will be prioritized and reviewed by your SmartDog advocate. Then once a quarter, the diagnostic analysis for the previous quarter will be reviewed with your team. The results of the diagnostics performed will be used to advise which areas would benefit most from improvement or maintenance.

SMARTSupport 24x7 Database Monitoring

SMARTSupport Monitoring is a remote support offering, whereby SmartDog Services will monitor your Oracle database's critical technical components. This software will monitor database and database listener availability. In the case of a critical connectivity issue identified by the monitoring software, a client authorizes SmartDog Services to perform up to (4) hours of work per occurrence. Additionally, Oracle database alert log errors will be provided to the client on a weekly basis. All non-critical database support will be requested and approved by client in advance of work performed. This is designed to never leave your environment exposed to dangerous situations.

SMARTSupport Oracle Remote Diagnostic Agent (RDA) and Automatic Workload Repository (AWR)

Oracle's RDA is a utility that collects diagnostic information and is used for Oracle Support. This ensures that proper diagnostic information is captured during an outage event. This information is used when diagnosing issues with Oracle Support. **SMARTSupport** will also configure The Automatic Workload Repository (AWR). The AWR is built into the database by Oracle and runs automatically in the background. The Automatic Workload Repository was designed by Oracle to provide insight to performance related issues. The AWR is a tremendous asset not only to performance maintenance, but also in assisting Oracle support in some issue resolutions. These tools are bundles with the Oracle Tech Stack and will not require additional software license dollars.

DLT's Extends Oracle Software Maintenance with DLT SMARTSupport for Oracle

Customer Benefits

Customers who want to get the most value out of their Oracle support investments and/or need the help of seasoned Oracle experts to assist or provide another set of eyes to address complex Oracle questions are the best candidates for *DLT SMARTSupport*.

The *SMARTSupport* solution ensures that the customer's Oracle support needs are met. In addition, customers who implement this support solution can also expect to achieve the following benefits:

- Ensuring that critical patches from Oracle are identified and planned
- Periodic reviews of the database are performed to ensure proper settings
- Validate that proper diagnostics are installed and enabled to ensure rapid resolution with Oracle Support
- Access to a team of senior DBAs, functional, and technical resources with practical experience supporting the entire spectrum of Oracle Technologies of all levels and types
- Access to 100's of Oracle Experts
- Oracle Service Request coordination and issue assistance
- 24x7 support for Severity 1 Oracle Service Requests during system outages



Requisition: 11004869
Requisition Type: Purchase Requisition
Creation Date: 11-FEB-10
Description: BLANKET
Note To Approver:
Notes:

Preparer: Birdsong, Linda
Approver: Ellis, Becky A
Currency: USD

| Line | Line Type | Item | Rev Category | Description | Unit Quantity/Amount | Unit Price | Line Amount |
|------|-----------|-----------------|--------------|--|----------------------|------------|-------------|
| 1 | Blanket | Birdsong, Linda | 17-FEB-10 | SERVICE, PROPE Addendum to SmartDoag Supplier Agreement dated 5/22/09 Windows to Linux platfor and E-Business instance migration | Each | 39,375.00 | 39,375.00 |

Distributions: 39375 Allocated To Account: 1152.1700.5445.2010.00000.0000

Justification:
Note To Approver:
Notes:
Total: 39,375.00

PENDING APPROVAL

Previous Approvals:

| Sequence Date | Approver | Action | Note |
|---------------|-----------------|---------|----------------|
| 0 11-FEB-10 | Birdsong, Linda | Reserve | |
| 1 11-FEB-10 | Birdsong, Linda | Submit | Linda's Report |
| 2 11-FEB-10 | Birdsong, Linda | Forward | |

Approval Action (Circle One):

Approve Forward Reject

Forward To: _____

Note: _____

Signature: _____

PENDING APPROVAL

OKLAHOMA COUNTY

Printed Requisitions Report

Report Date: 11-FEB-2010 10:14

Report Parameters

Requisition Numbers From : 11004869
To : 11004869