

# PENDING APPROVAL

OKLAHOMA COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM REQUEST SHEET

FOR THE 9 DAY OF June, 2010 AGENDA

**(THE DEADLINE IS ONE WEEK PRIOR TO THE DATE THE AGENDA IS TO BE POSTED)**

DEPARTMENT: MIS

REQUESTED BY: Mike Harman

REQUISITION NO.: 11007187

REQUISITION SHEET ATTACHED: NA

NAME OF FUNDS: MIS MAINTENANCE & OPERATIONS FUND NUMBERS: 1001/2700/54455

PLEASE INITIAL IF PRIVACY/PROTECTED INFORMATION EXISTS: N/A

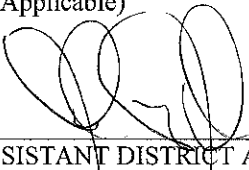
NUMBER OF ORIGINAL DOCUMENTS TO BE RETURNED TO YOUR DEPARTMENT: 1

AGENDA ITEM READS AS FOLLOWS: Discussion and possible action to approve the renewal of the Global Software contract. This contract is for the support and maintenance of the Sheriff's Office Dispatch CAD. The annual cost will not exceed \$32,140.00 and is contingent upon available funds. Requested by Mike Harman, Director of Information Technology Services.


APPROVED BY DA  
(If Applicable)

APPROVED BY ENGINEER  
(If Applicable)

APPROVED BY PURCHASING  
(If Applicable)

  
ASSISTANT DISTRICT ATTORNEY

5/26/2010  
\_\_\_\_\_  
COUNTY ENGINEER

  
PURCHASING AGENT

Please initial if privacy/security protected information exist

DISTRICT ATTORNEY – PRIVACY/SECURITY PROTECTED INFORMATION: N/A

COUNTY CLERK – PRIVACY/PROTECTED INFORMATION: N/A

**(NOTE: THE CHAIRMAN/CHIEF DEPUTY MUST APPROVE ALL EMERGENCY REQUESTS FOR ANY ITEM SUBMITTED AFTER THE DEADLINE)**

DATE OF REQUEST: \_\_\_\_\_ APPROVED BY: \_\_\_\_\_  
CHAIRMAN

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:** 5/24/2010  
**COUNTY DEPARTMENT MAKING REQUEST:** MIS

STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED: **Please review the renewal of the Global Software contract.**

**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).

Mike J Zan  
COUNTY OFFICER

.....  
**DATE RECEIVED BY DISTRICT ATTORNEY:** 5/25/10

**REPLY BY DISTRICT ATTORNEY:** Reviewed  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DAVID PRATER  
DISTRICT ATTORNEY

By: [Signature]

RECEIVED  
MAY 25 2010  
CIVIL DIVISION  
DISTRICT ATTORNEY

# PENDING APPROVAL

Oracle Applications - PROD

File Edit View Folder Tools Window Help

ORACLE

Requestor's Organization: O'Neal, Rhonda

Number: 11007187    Type: Purchase Reqt    Preparer: O'Neal, Rhonda  
Description: GLOBAL SOFTWA    Status: Incomplete    Total: USD 32,140.00

Source Details    Details    Currency

Num	Category	Description	UOM	Quantity	Price	Need-By
1	SERVICE.PROFE	RENEWAL OF THE SHI	Each	32140	1	

Destination Type: Expense    Source: Supplier  
Requester: O'Neal, Rhonda    Supplier: GLOBAL SOFTWARE CORP  
Organization: MIS    Site: REMIT  
Location: MIS - RM 321    Contact:  
Subinventory:    Phone:

Catalog    Distributions    Approve...

FRM-40400: Transaction complete: 2 records applied and saved.  
Record: 1 of 1    List of Values    <OSC>

start    Oracle Appl



**Global**  
SOFTWARE

A Division of HARRIS

## Annual Maintenance Agreement

This AGREEMENT is made and entered into by and between GLOBAL SOFTWARE CORPORATION, located at 5001 N. Pennsylvania Ave, Suite 100, Oklahoma City, OK 73112 (hereinafter referred to as "GLOBAL"), Oklahoma County Sheriff's Office, located at 201 N Shartel, Oklahoma City, OK 73102 (hereinafter referred to as "CUSTOMER") this **1st** day of **July, 2010**.

GLOBAL will provide the CUSTOMER maintenance services for the Software licensed through GLOBAL. Annual Maintenance consists of enhancements, error correction, and telephone assistance via GLOBAL'S Customer Support Center. GLOBAL will provide the CUSTOMER said maintenance under the following agreed upon terms and conditions:

- (A). Commencing upon the **1st** day of **July, 2010**, the CUSTOMER agrees to subscribe to Annual Maintenance for a period of **one (1) year** on a fee basis. The CUSTOMER further agrees that GLOBAL'S fee for Annual Maintenance shall be Thirty-two thousand one hundred and forty dollars **(\$32,140.00)** for a total of 1 year. Thereafter, the CUSTOMER may cancel the next year's Annual Maintenance upon thirty (30) days prior written notice to GLOBAL.

In the event such notice is not timely received, GLOBAL will automatically extend the Annual Maintenance for another one (1) year period.

The following software modules and interfaces are covered under this maintenance agreement:

1. **Global Dispatch (CAD)**

- (B). Annual Maintenance shall consist of and be provided under the following additional agreed upon terms and conditions:

1. **Software**

- a. GLOBAL shall provide CUSTOMER with software support seven days a week, 24 hours a day, 365 days a year (24x7x365).
- b. If the CUSTOMER requests on-site support service, GLOBAL shall provide the CUSTOMER on-site support service on such date as is mutually agreed to by GLOBAL 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 GLOBAL'S personnel time calculated at GLOBAL'S then prevailing hourly rate (currently \$125 per hour), plus reimbursement for reasonable travel and living expenses incurred by GLOBAL personnel in connection with the provision of any on-site support service.

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- c. GLOBAL shall make Software updates and new releases of the Software, available to CUSTOMER as part of Annual Support; GLOBAL will deliver, install and train CUSTOMER on all updates and upgrades. In GLOBAL'S sole discretion, delivery, installation and training 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 Annual Maintenance.
- d. GLOBAL 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, GLOBAL shall correct it as part of its obligation hereunder and said correction will be issued to the CUSTOMER via the telephone or regular mail.
- e. If the existence of a suspected error cannot be confirmed by GLOBAL or should GLOBAL ultimately determine that error exists because of either the CUSTOMER'S modification or conversion of the software or any other condition not attributable to GLOBAL, the CUSTOMER agrees to pay GLOBAL for its services at the prevailing hourly rate (currently \$125 per hour) for GLOBAL'S personnel time, plus reimbursement for reasonable travel and living expenses incurred by GLOBAL personnel in connection with such service. It is agreed that GLOBAL will be the ultimate authority in determining the existence of any error.
- f. Third-party software applications are excluded from this agreement, unless specifically noted.

## 2. Hardware

- a. For hardware purchased through GLOBAL, the manufacturer's warranty will commence upon initial delivery by the manufacturer.
- b. Warranty/Support for hardware will be provided by the hardware manufacturer. On-site Hardware Warranty should be included in the initial hardware purchase and is provided by the hardware manufacturer. After the initial hardware warranty expires, any additional warranty/support coverage will be provided by the hardware manufacturer as available.
- c. Should CUSTOMER provide hardware that does not meet the specifications in the SOW, GLOBAL reserves the right to charge CUSTOMER an hourly surcharge for any support call received from CUSTOMER in which customer-supplied hardware is directly or indirectly responsible for the call. Surcharge shall be billed at GLOBAL'S then current hourly rate with a minimum charge of four hours. CUSTOMER agrees that GLOBAL shall determine if any surcharges are appropriate.

## 3. Customer Responsibilities

- a. Data Backups/Archives – CUSTOMER is responsible for managing the backup routines for the site.
- b. Network Management
  - i. Virus protection
  - ii. Switches and Routers

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## iii. Internet access

### c. Operating System – Applying appropriate updates to the operating system and security patches.

- (C). In the event the CUSTOMER requests any support other than that included under the terms of this Agreement, GLOBAL shall, depending upon the availability of its personnel, attempt to furnish such support or software maintenance in return for fees as GLOBAL shall then be charging and on such terms and conditions as GLOBAL shall then be imposing.
- (D). CUSTOMER understands, acknowledges, and agrees that the Software system shall reside on a secure, dedicated server, with access limited to GLOBAL, its agents, and the CUSTOMER'S system administrators who have completed GLOBAL System Manager training. CUSTOMER further agrees to provide unlimited high-speed remote access via secure VPN to GLOBAL for maintenance. If high-speed remote access is not provided by CUSTOMER, GLOBAL may charge CUSTOMER a fee of \$3,000 per year. The server shall be dedicated to GLOBAL applications and other compatible applications as defined by GLOBAL including anti-virus software and firewall software required in the SOW. **All warranty and support agreements shall be null and void in the event CUSTOMER permits applications not approved by GLOBAL to reside on any server containing GLOBAL applications.** Any service requests initiated by CUSTOMER which are the result of noncompliance with GLOBAL'S security policy or non approved software on the server, or failure by CUSTOMER to furnish uninterrupted dial in access to GLOBAL, the CUSTOMER agrees to pay GLOBAL for its services at the prevailing hourly rate for GLOBAL'S personnel time, plus reimbursement for reasonable travel and living expenses incurred by GLOBAL personnel in connection with such service.
- (E). In the event GLOBAL has not provided all system hardware, CUSTOMER agrees to run diagnostics on all hardware prior to making any Support calls to GLOBAL. Should GLOBAL determine as part of any Support call that hardware and not GLOBAL software is responsible for the Support call, CUSTOMER agrees to pay GLOBAL for GLOBAL'S cost of the Support call at GLOBAL's then prevailing rate for such service.
- (F). 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 GLOBAL for support.

# PENDING APPROVAL

## GLOBAL SOFTWARE CORP.

Signature: Phil Sisk

Name: Phil Sisk

Title: Executive Vice President

Date: 5/11/2010

## THE CUSTOMER

Signature: \_\_\_\_\_

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

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

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

Signature: \_\_\_\_\_

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

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

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