

PENDING APPROVAL

OKLAHOMA COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM REQUEST SHEET

FOR THE 16 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.: 11007694

REQUISITION SHEET ATTACHED: NA

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

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

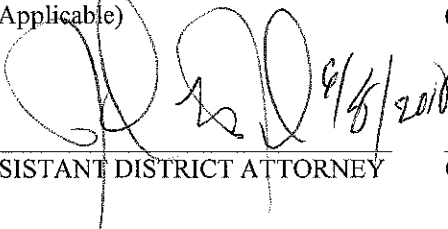
NUMBER OF ORIGINAL DOCUMENTS TO BE RETURNED TO YOUR DEPARTMENT: 1

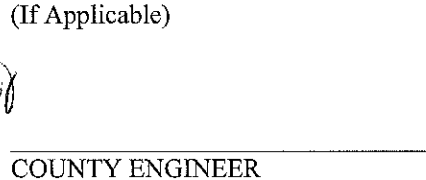
AGENDA ITEM READS AS FOLLOWS: Discussion and possible action to approve the EJustice Solutions (formerly CrimeCog) contract. This contract is for the support and maintenance of the EJS Solutions software utilized by the Sheriff's Office, District Attorney's Office and the Public Defender's Office. The yearly amount will not exceed One Hundred Thirty Eight Thousand Five Hundred Eight Dollars and Seven Cents (\$138,508.07). Request by Mike Harman, Director of Information Technology.

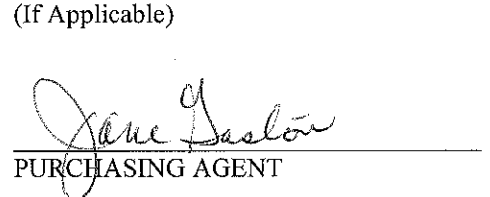
APPROVED BY DA
(If Applicable)

APPROVED BY ENGINEER
(If Applicable)

APPROVED BY PURCHASING
(If Applicable)


ASSISTANT DISTRICT ATTORNEY


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: 6/07/2010
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 this contract for EJS Solutions (formerly CrimeCog). This is a new 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 of review from the District Attorney's Office).

Mike J. Zou
COUNTY OFFICER

.....
DATE RECEIVED BY DISTRICT ATTORNEY: 6/8/10

REPLY BY DISTRICT ATTORNEY: Reviewed

RECEIVED
JUN 08 2010
CIVIL DIVISION
DISTRICT ATTORNEY

DAVID PRATER
DISTRICT ATTORNEY
By: [Signature]

**EJUSTICE SOLUTIONS, LLC
MAINTENANCE AND SUPPORT CONTRACT for
OKLAHOMA COUNTY**

This Contract is entered between Oklahoma County (the "County") and EJustice Solutions, LLC ("the Company"), collectively "the Parties".

ARTICLE 1 BACKGROUND

This Contract is for software maintenance and support for the County's E*Justice Law Enforcement Software, hereinafter referred to as "E*Justice." This Contract also addresses other potential projects related to software customization, training, and other related services. This Contract does not include hardware maintenance or support.

The Company's Master Software License Agreement is incorporated by reference into, and made a part of, this Contract. In the event of any inconsistency or conflict among the documents comprising this Contract, the inconsistency or conflict shall be resolved by giving precedence to this Contract.

ARTICLE 2 SCOPE OF SERVICES

A. Software Maintenance Services

The Company will provide maintenance and support services for all of the licensed E*Justice Software, whether previously obtained, or acquired or customized during the term of this Contract. Maintenance will include Standard Telephone Support that includes 7x24x365 technical support as defined below. The Company Solutions, LLC must retain a complete, current copy of the application source code to guard against the permanent loss of system functions in the event of disaster, and must also furnish the County with a copy of the source code upon the implementation of any upgrades or enhancements.

1. Definition of Problem types and Service Level Agreement (SLA)

The Parties agree that software performance issues will be assessed and categorized according to the following criteria:

Priority	Description	SLA
Priority 1 – Critical	<ul style="list-style-type: none">▪ The system is down/inaccessible, AND/OR▪ The problem critically impacts the County's ability to do business (mission critical usability problems), AND/OR▪ The problem results in corruption or loss of data, AND▪ No known workaround or solution to the problem exists at the time the call is logged.	30 minute response
Priority 2 – Major	<ul style="list-style-type: none">▪ A significant number of users are unable to use the system, AND/OR▪ The problem prevents the use of an explicitly documented major function of the software, AND▪ No known workaround or solution to the problem exists at the time the call is logged.	2 hour response

Priority 3 – Medium	<ul style="list-style-type: none">▪ The system does not work as explicitly documented, AND/OR▪ The problem relates to non-mission critical usability issues (e.g. printing), AND▪ The situation does not meet the criteria for Priority 1 or Priority 2.	8 hour response Next business day
Priority 4 – Minor	<ul style="list-style-type: none">▪ The problem is minor and negligibly impacts the County’s ability to do business, OR▪ The problem relates to documentation errors, OR▪ The problem is simply a matter of a question and/or general consultation, AND▪ It does not meet the criteria for the higher priorities described above.	5 business day response

2. Technical Software Support

a. Support hours will be Monday through Friday 8:00 a.m. to 5:00 p.m. Eastern Time, excluding Company holidays. Technical support is available to authorized County Points of Contact by either logging in to the Company website (<http://www.ejusticesolutions.com/support.html>) or by telephone at (877) 257-6879 to open a support ticket and request escalation if an issue is a Critical or Major Priority Issue. The helpdesk service for reporting issues is available 24x7x365. Service Requests should be accompanied by the E*Justice Diagnostics test when appropriate. Descriptions of workflow and screenshots are helpful to diagnose the problems. The County will be provided a Ticket Tracking number for the County’s records and for future reference.

b. Response time is the time elapsed from the County’s telephone call or website submission received by the Technical Support Center to the Company’s communication in response.

c. If the County cannot correct Critical and Major priority issues by following system management training and/or procedures previously supplied by the Company, the Company must work to resolve these issues 24 hours a day, 365 days a year without additional charge to the County until the issue is resolved or an acceptable alternative process is defined.

d. If Medium and Low Priority Issues arise, the Company will assess, in good faith, the timing for the provisioning of a Workaround and/or Patch for such problem, whether in a future Maintenance Release (defined in Article 3(A)(3)), Service Pack (defined in Article 3(A)(3)) or Patch.

e. A Workaround is a change in the normal configuration or installation of E*Justice, or a change in how staff use/interact with E*Justice, to prevent or minimize a problem identified in E*Justice until a software fix is delivered.

f. A Patch is a software code change provided by the Company to address Critical and High Priority Issue(s) prior to a standard software release. The Company must perform Quality Assurance on a Patch, to ensure that the system will perform properly when the Patch is applied. All Patches must be incorporated into future E*Justice software releases.

g. The Company must inform County of the status of Medium and Low Priority Issues on a periodic basis and provide results of the evaluation when complete.

3. Maintenance

a. During the term of this Agreement, the Company will supply County with improvements and upgrades to E*Justice functions or features based on the the Company's product development efforts as well as to deliver customizations performed specifically for the County under the terms of this agreement. The Company must provide the following:

Maintenance Releases: (e.g. 9.3) are scheduled when necessary, include Release Notes, and either are shipped on a CD-ROM or are downloadable from the the Company website: www.crimecog.com.

Service Packs: (e.g. 9.2.15, 9.2.16) are scheduled when necessary to correct issues and include Release Notes and are downloadable from the the Company website: www.crimecog.com.

b. The Company acknowledges that the County is working with a number of third parties in developing, maintaining, and supporting the County's various systems and that the County's use of E*Justice may involve the development and/or use of one or more application programming interfaces ("APIs") between such third party systems and E*Justice. The Company agrees that it will fully cooperate with the County and third parties to develop, maintain, and support such APIs.

4. County Responsibilities

a. The County shall register at least one "Point of Contact" (POC) with the Company's Technical Support Center to ensure that the County's assignments in connection with this Contract are met, and to coordinate appropriate schedules in connection with the Company's services hereunder, and to serve to provide other coordination activities which are necessary for the Company to perform its services hereunder. As applicable and required, a POC shall also be responsible for distributing Software System corrections to individual County workstations (a workstation is a desktop personal computer or a laptop).

b. The County may designate up to five (5) POCs who may contact the Technical Support Center, as required by the Company to assist the Company in performing its services hereunder. One of the five (5) POCs should be designated to receive software shipments. It is the County's responsibility to register and update the POC contact list with the Technical Support Center.

c. The County shall download from the the Company website all applicable Service Packs or Enhancement Packs.

d. The County will provide VPN access to enable the Company to access E*Justice remotely. Where applicable, the County shall also compile programs and run appropriate tests as directed by the Company following each remote access by the Company.

e. The County shall be responsible for controlling security and access to the County's computer systems, and allow VPN access in a timely manner to allow the Company to perform maintenance activities, and the County shall provide to the Company the appropriate usernames and authorization codes for the Company access to the County's computer systems whenever maintenance work is to be done.

f. It is the County's sole responsibility to ensure system management procedures are performed for continuous operation of the systems. This includes, but is not limited to, performing system and file

backups, routine configuration changes, installation of operating system and patches, system and database backups, system and database performance tuning, network problem diagnosis, and system monitoring and preventive maintenance. System management duties and responsibilities are outlined in the "System Administration" portion of the User Manuals.

5. Software Deliveries

- a. All software releases, packs, and patches provide by the Company under this Contract, whether the County downloads the software from the the Company website or receives it on CD, must contain the following:
 - A unique identification number; and
 - Release notes which contain the detailed step-by-step installation instructions required to install the software. The release notes must identify any additional system requirements, configuration changes or new dependencies required for the software package installation or operation. Also included in the release notes must be a listing of all of the changes or modifications in the new software release. The modification format must provide clear insight and understanding of any functional, system, or operational changes in the the Company application. Any changed or new County operational support activities, resulting in the software release must be clearly defined, understandable, and deployable in the County's operational environment.
- b. Notification of the non-critical software updates are acceptable through email directed to the County's internal Information Technologies support group. For all critical, urgent or emergency software delivery notifications, the Company must directly contact the County's internal Information Technologies support group for immediate action as follow up to the email notification process to assure prompt action if required.
- c. The Company must provide support with all software updates and deliveries, including answering the County personnel's system administration questions and working with County system administrators through the deployment process, as needed.
- d. Client and server software delivered to the County must be backwards compatible, providing the ability to update the client software in a phased roll out structure, and will not require a complete upgrade to all clients concurrently.

B. Software Licenses

The Company must provide E*Justice software licenses to the County when ordered by a County Purchase Order.

C. Professional Services

The County, with the approval of the Director, Information Technologies Department and contingent upon the appropriation of funding, may issue fixed price or time and materials task orders with a not to exceed amount at the rates set forth in Article 8 for technical support, training, or software customization. Further, the County does not guarantee the issuance of any minimum number, or any, task orders under this Contract.

Any E*Justice customization may be incorporated in a Release Pack or Service Pack, or may be delivered in a standalone Enhancement Pack. Enhancement Packs are the result of County-specific requested functionality, interfaces and/or reports. Enhancement Packs are released on an as-requested basis. These Enhancement Packs are incorporated into future releases. They are downloadable from the the Company website (www.ejusticesolutions.com) through a County-specific password.

ARTICLE 3 TASK ORDERS

Task Orders placed before, but performed after, the effective termination date of the Contract are to be honored with all terms, conditions and prices of the Contract in effect until final acceptance by the County. No work may be performed or commenced under a Task Order until execution of a purchase order for that task by the Department of General Services.

Task Orders may be modified with the written concurrence of both the Contract Administrator and the Company. Additionally, all modifications must be approved by the Director, Information Technologies Department, whose approval, if granted, will be indicated through the issuance of a purchase order to the Company that amends the Task Order to include the modification.

ARTICLE 4 TERM

The term of the Contract is July 1, 2010 through June 30, 2011. Before the initial one-year term ends, the Director, Information Technologies Department, may (but is not required to) renew the Contract, if the Director determines that renewal is in the best interests of the County. The Company's satisfactory performance does not guarantee renewal of the Contract. The Director may thereafter exercise this option to renew for up to four (4) additional one-year periods. The pricing for any renewal terms will incorporate annual increases of no more than 5% per year, unless there are significant changes in the number of users on the system, or the level of functionality provided. The exercise of any option to renew is contingent upon annual fiscal appropriations.

The parties also agree with respect to licenses currently in use that, to the extent not articulated expressly in the existing license agreements, the licenses are perpetual licenses that survive the term of this Contract. Their continued use is not contingent upon renewal of any annual maintenance or support agreement with the Company.

ARTICLE 5 MISCELLANEOUS

A. Confidentiality of Information - Except as required by law, the County shall keep confidential and use only for performance hereunder any technical or business information or data disclosed or furnished to the County by the Company and identified in writing as "Confidential." Such information shall remain the property of the Company and, when in tangible form, shall be returned upon request.

B. Municipality and other users- the Company acknowledges that the County may grant access to E*Justice to municipalities, law enforcement agencies, and County contractors. Access to E*Justice by these additional entities and individuals is expressly authorized by the Company for the purposes of this Contract and the attached Software License Agreement.

C. Conflicting Terms In Existing Licenses – The terms of the attached Software License Agreement shall take precedence in the event of any conflict or inconsistency with any previously existing the Company software license owned by the County.

D. Intellectual Property – The County may retain source code currently in its possession for various components of the software. The Company will furnish the County with source code for all future releases as they are complete. All source code held by the County is to be used only within the County, and only as long as the County remains under a maintenance contract with the Company.

ARTICLE 6 COMPENSATION – LABOR RATES

A. Labor Rates:

The labor rate for all Task Orders to be completed on a time-and-material basis is \$150.00 per hour. The labor rate for any renewal terms will incorporate annual increases of no more than 5% per year.

B. Reimbursement for Travel

The Company will be reimbursed by the County for travel expenses for any on-site visits to the County that are necessitated by its obligations to provide maintenance and support services under this Contract.

For any Task Orders to be completed on a time-and-material basis, the Company will be reimbursed for the actual and reasonable costs of transportation, lodging, meals, and incidental expenses of personnel who are authorized in advance, in writing, by the County to undertake out-of-town and/or overnight travel under this Contract.

Costs incurred for lodging, meals, and incidental expenses will be reimbursed only to the extent that they do not exceed, on a daily basis, the maximum per diem rates in effect at the time of travel, as set forth in the County’s administrative procedure for the County’s employees. All requests for reimbursement for travel expenses must be accompanied by a valid receipt.

ARTICLE 7 COMPENSATION – MAINTENANCE AND SUPPORT

A. Price for E*Justice Software Maintenance and Support

The price for the initial term of this Contract of E*Justice software maintenance and support as described in Article 3 of this Contract is \$138,508.07, to be paid quarterly.

B. Price Adjustment for Software Maintenance and Support

The pricing for any renewal terms will incorporate annual increases of no more than 5% per year, unless there are significant changes in the number of users on the system, or the level of functionality provided.

ARTICLE 8 MANNER AND METHOD OF PAYMENT

A. Invoices

The Company will submit true and correct invoices in a format approved by the County for maintenance and support and all other goods and services provided in accordance with this Contract and any Task Orders that may be issued in accordance with this Contract.

Invoices will be submitted to the County as follows:

1. Annual E*Justice software maintenance – at the beginning of the quarterly maintenance period.
2. Additional E*Justice software licenses – no later than thirty (30) days after the County’s order.
3. Task Orders for services - no later than thirty (30) days following the month in which services were rendered (or in which payment was authorized in the case of firm fixed-price task orders), or as prescribed in the task order. Invoices must be submitted to the Director, Information Technologies Department, who shall verify that billed services were received. In no case shall the Company be paid an amount greater than that approved by the Director, Information Technologies Department. The Company must submit adequate documentation, as determined by the County, of services provided with each invoice.

In the event of an invoice discrepancy, the Director, Information Technologies Department, shall work to resolve the issue with the Company's Project Manager. In the event that the County Contract Administrator (or County Project Manager) and the Company's Project Manager are unable to resolve the billing discrepancy, the matter must be resolved in accordance with paragraph 8, “Disputes,” of the attached Master Software License Agreement.

B. Payments

Payment of invoices will be due thirty (30) days after the County’s receipt and acceptance of a true and correct invoice in a form approved by the County; and approval by the County's Contract Administrator that specified services and deliverables has been received.

ARTICLE 9 INSURANCE REQUIREMENTS

Prior to the execution of the contract by the County, the Company must obtain at its own cost and expense the following insurance with an insurance company/companies licensed to do business in the County’s state. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance. The Company's insurance shall be primary.

Commercial General Liability

A minimum limit of liability of *one million dollars (\$1,000,000)*, combined single limit, for bodily injury and property damage coverage per occurrence including Contractual Liability, Premises and Operations, Independent Contractors, and Products and Completed Operations during and for two years following completion of the work.

Workers’ Compensation/Employer's Liability

Meeting all statutory requirements of the County’s state of operations and with the following minimum Employers’ Liability limits:

Bodily Injury by Accident - \$100,000 each accident

Bodily Injury by Disease - \$500,000 policy limits

Bodily Injury by Disease - \$100,000 each employee

Additional Insured

The County must be named as an additional insured on the Company's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods and services provided under this contract.

Policy Cancellation

Forty-five (45) days written notice of cancellation or material change of any of the policies is required.

ARTICLE 10 CONTRACT ADMINISTRATION

A. Authority

The Director, Information Technologies Department, is the delegated contracting officer. Therefore, the Director, Information Technologies Department, must approve amendments, modifications, or changes to the terms, conditions, or minority, female, and disabled subcontractor plans in writing.

B. Contract Administrator

The Contract Administrator for this Contract, on behalf of the County, is as listed below.

The Contract Administrator's duties include, but are not limited to the following:

- Serve as liaison between the County and the Company;
- Give direction to the Company to ensure satisfactory and complete performance;
- Monitor and inspect the Company's performance to ensure acceptable timeliness and quality;
- Accept or reject the Company's performance;
- Furnish timely written notice of the Company's performance failures to the County Administrator and to the County Attorney, as appropriate;
- Prepare required reports;
- Approve or reject invoices for payment;
- Recommend contract modifications or terminations to the Director, Information Technologies Department; and
- Issue notices to proceed.

ARTICLE 11 NOTICES

All notices, demands, or other communications herein provided to be given or that may be required by law by any party to the other shall be deemed to have been duly given when made in writing and delivered in person, or upon receipt, if deposited in the United States mail, postage prepaid, certified mail, return receipt request, as follows:

Notices to the Company:
David E. Hawkins, Chief Financial Officer
EJustice Solutions, LLC
3600 Green Court, #780
Ann Arbor, MI 48105

Notices to the County:

To the Contract Administrator as listed in the preceding Article, addressed to:

320 Robert S. Kerr, Ste. 321

Oklahoma City, OK 73012.

SIGNATURES:

EJustice Solutions, LLC:

Oklahoma County



David E. Hawkins
Chief Financial Officer

6.4.10

Date

Date

PENDING APPROVAL

Oracle Applications - PROD

File Edit View Folder Tools Window Help

ORACLE

Number: 11007634 Type: Purchase Req Preparer: O'Neal, Rhonda
Description: EJS SOLUTIONS (Status: Incomplete Total: USD: 138,508.07

Source Details

Num	Category	Description	UOM	Quantity	Price	Need-By
1		SERVICE.PROFE SUPPORT AND MAINT	Each	138508.07	1	

Destination Type: Expense Source: Supplier
Requester: O'Neal, Rhonda Supplier: EJUSTICE SOLUTIONS LLC
Organization: MIS Site: REMIT
Location: MIS - NIB 521 Contact:
Subinventory: Phone:

Buttons: Catalog, Distributions, Approve

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

Start