

MEMO

APPROVED
10/5/2020



DATE: September 30, 2020
FROM: Megan Blackford 
Assistant Procurement Director
TO: Board of County Commissioners
SUBJECT: Agreement- District Attorney's Office – Karpel Solutions

Submitted for your approval and execution is the attached agreement between the Board of County Commissioners on behalf of the District Attorney's Office and Karpel Solutions for the installation of an External Agency Portal, including software program and support.

This agreement is respectfully submitted for your approval and execution.

MLB / rjm

SUBMITTED FOR: The October 5, 2020 BOCC meeting agenda.

CMF# 20202487

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10/5/2020

**TULSA COUNTY DISTRICT ATTORNEY'S
OFFICE
TULSA COUNTY, OKLAHOMA**

**CONTRACT FOR
EXTERNAL AGENCY PORTAL**



PROSECUTORbyKarpel®

CMF# 20202487



This Agreement is between Karpel Computer Systems Inc., a Missouri corporation, doing business as Karpel Solutions (hereinafter referred to as “Karpel Solutions”) and Board of County Commissioners of the County of Tulsa (hereinafter referred to as “Client”) wherein Karpel Solutions agrees to provide External Agency Portal, an internet-based module through the copyrighted software program PROSECUTORbyKarpel that has been licensed to Client.

1. INVESTMENT SUMMARY

Interface Development	Qty.	Price	Total
External View Portal	1	\$30,000	\$30,000
Total Software			\$30,000
Annual Support Services	Qty.	Price	Total
External View Annual Support*	1	\$6,000	\$6,000
Total Annual Support Services			\$6,000
Total			\$36,000

This agreement does not include or contemplate an additional hardware, Microsoft licenses, or networking services that may be necessary to properly and legally operate the Interface. Said expenses are the Client’s sole responsibility.

1.1.1 Payment Terms

Payment schedule to be one-time licensing costs (\$30,000) and the first year of annual maintenance is due upon the completion and implementation of the module. (Prorated Amount \$3,000). Client’s fiscal year runs from July 1 to the following June 30. As such, subsequent years of annual maintenance after June 30 are subject to annual fiscal appropriations and will be invoiced and paid on a yearly basis by Client and pricing of subsequent annual maintenance may be subject to change at the solely discretion of Karpel Solutions.

Payment Schedule:

Milestone	Payment
Completion of Installation	\$33,000

2. ANNUAL SUPPORT

2.1.1 TECHNICAL SUPPORT FEES

Client understands that maintenance fees will be required annually, in order to ensure continued functionality of the module. The Client may elect to purchase subsequent annual support, on a yearly basis at fixed cost, billed annually as referenced above. The option to purchase annual maintenance is solely at the Client's discretion. The Client's license to use the module is dependent upon the Client purchasing annual maintenance and if the Client ceases to purchase annual maintenance Karpel Solutions may terminate and close the module.

2.1.2 SUPPORT PROVIDED

Karpel Solutions will provide support and maintenance for the module including ongoing unlimited telephone technical support problem determination, and resolution.

2.1.3 HOURS OF OPERATION

Karpel Solutions will provide technical support Monday through Friday, at a minimum of eight (8) hours a day. Technical support services shall be available between the hours of 7:00 a.m. through 7:00 p.m. Central time, via a toll free telephone number provided.

2.1.4 INCLUDED SUPPORT

Support services include the detection and correction of errors and the implementation of all changes, updates and upgrades. Karpel Solutions shall respond to the inquiries regarding the use and functionality of the module as issues are encountered by Authorized Users. Support services DO NOT include the troubleshooting and correction of network, connectivity, server or computer issues outside or beyond the module that may affect the functioning and/or state of the module.

2.1.5 RESPONSE TIMES

Karpel Solutions shall be responsive and timely to technical support calls/inquires made by the Client. The Client will first make support inquires through their qualified system administrators to assure the policies and business practices of the Client are enforced prior to contacting Karpel Solutions. The timeliness of the response is dependent upon the severity of the issue/support problem, as defined below:



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The severity of the issue/support problem shall determine the average problem resolution response time in any calendar month of the contract as follows:

Severity Level 1 shall be defined as urgent situations, when the Clients' production system is down and the Client is unable to use the module Karpel Solutions' technical support staff shall accept the Client's call for assistance at the time the Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return the customer's call within one (1) business hour. Karpel Solutions shall resolve Severity Level 1 problems as quickly as possible, which on average should not exceed two (2) business days, unless otherwise authorized in writing by the Client.

Severity Level 2 shall be defined as critical software system component(s) that has significant outages and/or failure precluding its successful operation, and possibly endangering the customer's environment. The module may operate but is severely restricted. Karpel Solutions' technical support staff shall accept the customer's call for assistance at the time the customer places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return the Client's call within four (4) business hours. Karpel Solutions shall resolve Severity Level 2 problems as quickly as possible, which on average should not exceed three (3) business days, unless otherwise authorized in writing by the customer.

Severity Level 3 shall be defined as a minor problem that exists with the module but the majority of the functions are still usable and some circumvention may be required to provide service. Karpel Solutions' technical support staff shall accept the Client's call for assistance at the time the customer places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return the Client's call on average no later than the next business day. Karpel Solutions shall resolve Severity Level 3 problems as quickly as possible, which should not exceed the next available release of software, unless otherwise authorized in writing by the Client.

General Assistance: For general software support/helpdesk calls not covered by the above severity level descriptions, Karpel Solutions' technical support staff shall accept the Client's call for assistance at the time the Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return the Client's call on average no later than the next business day.

3. License Terms and Use

External Agency Portal is a proprietary product of Karpel Solutions. It is licensed (not sold) to the Client for its use only by the terms set forth below.

1. In consideration of payment above, Karpel Solutions hereby grants Client a non-exclusive and non-transferable license to use the module. Client cannot distribute, rent, sublicense or lease the module..




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2. License of the module does not transfer any rights to software source codes, unless Karpel Solutions ceases to do business without transferring its duties under this agreement to another qualified software business. Karpel Solutions will, at client's expense, enter into escrow agreement for the storage of the source codes.
3. External Agency module, PROSECUTORbyKarpel® and its documentation are protected by copyright and trade secret laws. Client may not use, copy, modify, or transfer the software or its documentation, in whole or in part, except as expressly provided for herein. Karpel Solutions retains all rights in any copy, derivative or modification to the software or its documentation no matter by whom made.
4. If any of the provisions, or portions thereof, of this Agreement are invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted. This is the complete and exclusive statement of the Agreement between the parties which supersedes all proposals, oral or written, relating to the subject matter of this Agreement.
5. External Agency module and PROSECUTORbyKarpel® were developed exclusively at private expense and is Karpel Solutions' trade secret. For all purposes of the Freedom of Information Act or any other similar statutory right of "open" or public records the Software shall be considered exempt from disclosure. The Interface for PROSECUTORbyKarpel® is "commercial computer software" subject to limited utilization "Restricted Rights." The Interface for PROSECUTORbyKarpel®, including all copies, is and shall remain proprietary to Karpel Solutions or its licensors.

By signing below, Client hereby agrees to the above Agreement. This document constitutes the entire agreement between Client and Karpel Solutions with respect to the subject matter discussed above. Any waiver of any provision of this Agreement will be effective only if in writing and signed by Karpel Solutions. This Agreement supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding this subject matter. This Agreement will inure to the benefit of Karpel Solutions successors, assigns and licensees.

Tulsa County



Name

Stan Sallee

Title Chairman ProTem, Board of County Commissioners of the County of Tulsa

Date: 10/5/2020

Approved as to form:

James G. Rea Digitally signed by James G. Rea
Date: 2020.09.25 15:33:07 -05'00'
Assistant District Attorney

Karpel Solutions



Name

Matt Ziemianski

Title

9/23/2020

Date

Attest: 

