
MEMO

APPROVED
12/16/2024



DATE: December 11, 2024
FROM: Matney M. Ellis
Procurement Director

A handwritten signature in black ink, appearing to read "Matney M. Ellis", with a long horizontal flourish extending to the right.

TO: Board of County Commissioners

SUBJECT: Agreement Renewal – TeamDynamix Solutions, LLC

At the Board of County Commissioners meeting of May 16, 2022, an agreement between the Board of County Commissioners of the County of Tulsa, Oklahoma on behalf of the Tulsa County Information Technology Department and TeamDynamix Solutions, LLC for software licenses and training services to be purchased through OMNIA state contract #01-121 was approved, CMF #20220833.

Submitted for your approval and execution is the attached agreement renewal for the above-mentioned services to update the License Payments and Pricing shown in Exhibit A to 60 Universal User licenses. If approved, the term of this agreement shall begin May 16, 2025 through May 15, 2026 at a cost of \$36,283.12, as further described in the attached.

Respectfully submitted for your approval and execution.

MME / dcc

SUBMITTED FOR: The December 16, 2024 BOCC meeting agenda.

CMF# 20242307

Contract Renewal: TCP00001.3

This Renewal Agreement ("Renewal") for contract number **TCP00001**, Services Agreement, by and between Tulsa County, OK ("Client") and TeamDynamix Solutions LLC ("TeamDynamix"), a Delaware limited liability company ("TeamDynamix"), dated May 16, 2022 (the "Agreement"), is made and entered into as of this 2nd day of December, 2024. All capitalized terms not defined herein shall have the meanings ascribed to such terms in the Agreement.

Background

- A. The Agreement will expire on May 15, 2025 ("Expiration Date").
- B. The parties desire to renew the Agreement for a new 12-month term.
- C. In connection with the same, the parties will extend the term of the Agreement beginning upon the Expiration Date and ending May 15, 2026 subject to the terms and conditions set forth herein.

Agreement

The parties agree as follows:

- 1. **Term.** The Term of the Agreement shall be from May 16, 2025 until May 15, 2026.
- 2. **Pricing.** Exhibit A to the Agreement shall be deleted in its entirety and replaced with Exhibit A of this Renewal.
- 3. **Effect of Amendment.** Except as expressly amended hereby, the Agreement shall be, and shall remain, in full force and effect. The amendments contained in this Renewal are specific and limited to the matters expressly stated herein and shall not constitute a modification, acceptance or waiver of any other provision of the Agreement or any other document or instrument entered into in connection therewith or a future modification, acceptance or waiver of the provisions set forth therein. On and after the date of this Renewal, each reference in the Agreement to "this Agreement," "hereunder," "hereof" or words of like import referring to the Agreement, and in any other related document or agreement "thereof" or words of like import referring to the Applications shall mean and refer to the Agreement as amended hereby and the "Term" shall mean the period of time set forth herein.
- 4. **Counterparts.** This Renewal may be executed in any number of counterparts with the same effect as if all parties had signed the same document, and all counterparts shall be construed together and shall constitute the same instrument.

[signature page follows]

CMF# 20242307

IN WITNESS WHEREOF, the parties have caused this Renewal to be executed by their duly authorized representatives, on the date and year first above written.

APPROVED: Tulsa County, OK

APPROVED: TeamDynamix Solutions LLC



Signature

Signed by:


95EE6856FE894E1...
Signature

Attest:  
Michael Willis, County Clerk

Stan Sallee

Name

Ken Benvenuto

Name

Chairman

Title

CEO

Title

12/16/2024

Date

12/3/2024

Date


APPROVED AS TO FORM/ LEGALITY

ASSISTANT DISTRICT ATTORNEY
Andrew C. Mihelich

Exhibit A – License Payments and Pricing

Table 1.1

Item	License Count	License Cost Year 1	Total Contract Value Year 1 (05/16/2025 - 05/15/2026)	Grand Total
Universal User	60	\$ 543.27	\$ 32,596.20	\$ 32,596.20
One-Time License Fee			\$ 3,686.92	\$ 3,686.92
Total Contract Value			\$ 36,283.12	\$ 36,283.12

****OMNIA/NCPA pricing is based on the Software and SaaS Solutions RFP#39-20 agreement #01-121 executed on 12/8/2020.**



License Descriptions: Access to the TeamDynamix solution is determined by the Sites to which the user is assigned; the Applications within these Sites that the user has been granted; and the individual application permissions which allow specific functions.

License Type	Description
Universal License	<p>Designed to allow flexibility when granting a specific quantity of users access to the TeamDynamix application. Roles can be set up with security provisions for different types of uses and Administrators can freely distribute access to the system, as necessary, without the limitation of a license type. The Universal License does not include (a) new product lines acquired or offered after the execution of this Agreement unless specified by TeamDynamix, (b) the Asset Discovery license, or (c) the IT Process Automation License.</p> <p>A Universal License can be applied to any type of individual that requires access to TeamDynamix. For example, an Executive-level user that needs access to reporting and project governance. Or, a service desk Technician that must manage every aspect of the ticketing life cycle.</p>
Client	<p>This license is designed for users who only need the ability to access the Client Portal and its applications (e.g. Service Catalog, Knowledge Base). Client Portal users can also view relevant project information, such as plans, issues, and risks</p>



1. **Invoices and Fees.** All license fees included in this Agreement will be billed annually on one invoice based on the pricing set for the in this **Exhibit A**. The first payment of **\$3,686.92** will be invoiced upon execution of this Agreement and will be due net 30. The second payment of **\$32,596.20** will be invoiced on May 16, 2025 and will be due net 30. If additional licenses are purchased pursuant to a purchase order, the amounts due pursuant to such purchased licenses shall be added to the payment amounts described under this **Section 1**.
2. **Purchase Orders.** If client requires a Purchase Order (PO) for payment of invoices, please email PO numbers to accounting@teamdynamix.com.

Please provide contact information for individual responsible for POs:

Name

Email

Please provide contact information for individual responsible for inbound invoices:

Name

Email

3. **ACH Payments.** Electronic Payments (ACH) should be remitted to:

TeamDynamix Solutions LLC
 c/o PNC Bank
 2 Tower Center Blvd.
 East Brunswick, NJ 08816

Routing number: 031207607
 Account number: 8026397508

Please contact accounting@teamdynamix.com if you require an ACH authorization form.

4. **Additional License Fees.** Any additional license fees will be invoiced on the effective date and will be due net 30. Additional licenses, during the contract period, can be purchased at the cost identified in Table 1.2 below and purchased pursuant to a purchase order in form reasonably acceptable to TeamDynamix:

Table 1.2 SaaS Licensing

Add-On	
Item	License Cost Year 1
Block of 10	\$ 5,432.70
Block of 25	\$ 13,581.75

- a. **Proration of Add-On Licenses.** If additional licenses are purchased by Client pursuant to a purchase order, Client will be invoiced for the prorated (on a 365 day basis) amount due for such purchases in accordance with **Section 1**.
- b. **License Amount.** In the event that additional licenses are purchased by Client pursuant to a purchase order, the Table 1.1 will be deemed to be updated to include the additional purchased licenses. The amount of licenses purchased by the Client and set forth on **Exhibit A** shall not be reduced unless the Agreement is amended by the mutual written agreement of the parties hereto.