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# MEMO

APPROVED  
5/1/2023



DATE: April 27, 2023

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

Submitted for your approval and execution is the attached renewal agreement between the Board of County Commissioners on behalf of the Tulsa County Information Technology and TeamDynamix Solutions, LLC for the second year of software licensing of thirty-five Universal Users in the amount of \$19,345.20 with the coverage term of 5/17/2023-5/16/2024 as further described in the attached.

The original agreement was approved on May 16, 2022, CMF #20220833.

Respectfully submitted for your execution and approval.

SUBMITTED FOR: The May 1, 2023 BOCC meeting agenda.

MME/llm

CMF# 20230662



### Contract Renewal: TCP00001.1

This Renewal Agreement ("Renewal") for contract number TCP00001, License Agreement, by and between Tulsa County, OK ("Client") and TeamDynamix Solutions LLC, a Delaware limited liability company ("TeamDynamix"), dated May 16, 2022 (the "Agreement"), is made and entered into as of this 1st day of May, 2023. 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, 2023 ("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, 2024 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, 2023 until May 15, 2024.
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]

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

Kelly Dunkerley  
Signature

DocuSigned by:  
Ken Benvenuto  
95EE6856FE894E1...  
Signature

Kelly Dunkerley  
Name

Ken Benvenuto  
Name


BOCC Chairman  
Title

CEO  
Title

5/1/2023  
Date

4/24/2023  
Date

Approved as to form.  
[Signature]  
Asst. Dist. Attorney

Attest: [Signature] 

# Exhibit A – License Payments and Pricing

Table 1.1



Pricing Proposal  
Quotation #: 23316094  
Created On: 4/6/2023  
Valid Until: 5/30/2023

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## County of Tulsa

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### Beau Blackford

633 W. 3rd St.  
Tulsa, OK  
United States  
Phone: 918-596-5223  
Fax:  
Email: bblackford@tulsacounty.org

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## Inside Account Manager

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### Will Hughes

290 Davidson Ave  
Somerset, NJ, 08873  
Phone: 732-507-1361  
Fax:  
Email: Will\_Hughes@SHI.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Universal User Year 2 of 3 Dynamix Software - Part#: npn Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 6/17/2023 – 6/16/2024	35	\$552.72	\$19,345.20
		Total	\$19,345.20

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## Additional Comments

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Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

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*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*

**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 account and services fees included in this Agreement will be billed annually and are due thirty (30) days from receipt of invoice. TeamDynamix has a contractual agreement with SHI that permits SHI to resell TeamDynamix’s licenses and services. SHI will be the value added reseller used in this Agreement. Client must issue a Purchase Order annually to SHI based on the pricing set forth in **Exhibit A**.
2. The first payment of **\$19,345.20** will be invoiced upon execution of this Agreement 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**.
3. **Purchase Orders.** If client requires a Purchase Order (PO) for payment of invoices, please email PO numbers to [accounting@teamdynamix.com](mailto:accounting@teamdynamix.com).

Please provide contact information for individual responsible for POs:

Name Shari Gibson  
 Email sgibson@tulsacounty.org

Please provide contact information for individual responsible for inbound invoices:

Name Shari Gibson  
 Email sgibson@tulsacounty.org

4. **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](mailto:accounting@teamdynamix.com) if you require an ACH authorization form.

5. **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 2
Universal User	\$ 552.72

- 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.