



Integrated Services Proposal

For

Oklahoma County Treasurer

10/01/2024

SOW Valid For 30 Days After This Date

Proposal

Oklahoma County Treasurer has engaged ImageNet Consulting to work with their staff to design and implement a digital and automated system to address their critical business objectives. This document is intended to set expectations for efforts associated with implementing strategic change. Long term strategic vision built through the efforts described herein shall provide guidance to current and future transformation engagements.

The primary objective of this engagement will be to provide a resource to work directly and solely with the Treasurer's office to consult with their staff and design a system to replace their current document storage systems, plan for additional use of the Laserfiche toolset and train their staff to support and to continue building in their system.

Strategic Change

Based on available information, a phased approach is recommended to reach an ideal future state, initially focusing on high level understanding of the current state and challenges the organization faces leading to a roadmap, laying the foundation with guidance for adaptive change and continual value realization over time. This approach will provide the organization with the opportunity to adjust to changes, learning from them throughout the change and adapting without losing focus on the holistic and strategic goals of the organization's long-term future. Following is a high-level phased approach, focusing on the minimum needed to experience continual improvement and value over time.

Transformational Approach

Phase I:

Visioning, Strategy, and Process Literacy

Phase II and Beyond:

Incremental implementation of a roadmap and digital foundation as defined in Phase I, allowing for adaptive change based on new business needs and learnings.

Through the strategic use of integrated resources, this allows for a holistic solution to be developed, creating a centralized and efficient flow of documents, data, and processes in order to further the mission of the organization. Scope of Phase I can be limited to a specific department or it can be done at a larger organization level that allows Oklahoma County Treasurer ability to discern the desired location for starting Phase II within their organization.

System Implementation Details

Licensing for Laserfiche has been procured and established in a separate document or a previous engagement. Should any new modules or licenses be identified as necessary they will need to be quoted and addressed at that point.

Scheduling Details

Due to the fluid nature of project scoping, SOW review, project negotiation, and other factors, scheduling for projects cannot be set until project documents are signed and contracts are in place. The following factors stand:

- Project Kick-Off meeting with client staff and ImageNet representatives will occur, or be scheduled, within 10 days of contractual agreement. (Dependent on client availability)
- Client understands that as part of lean process environment, ImageNet resources are typically booked out ahead of time and, aside from the kick-off meeting, projects will most likely not begin before that time frame. With the nature of extended integrated engagements times may push out further based on renewals of existing engagements. Resources must be cleared of any remaining project work to ensure full dedicated availability.

Phased Approach to the Future Environment

Phase I: Visioning, Strategy, and Process Literacy

- Visioning
 - Initial engagement to solidify a vision and strategic approach for transformation
 - provide the foundations for successful process literacy, which in turn sets the stage for transformative success
- Process Literacy
 - Building visual and textual aids to create mutual understanding of process, data, culture, and its respective sources and destinations.
 - Perform process analytics to derive meaningful insight into the requirements, quality and appropriate implementation of client processes
- Work Products
 - Process scoping - high level documentation of identified objective implementations within organization
 - Business case for identified phase two objectives - detailed documentation and narrative for the value proposed to be gained in phase II implementations. This can become the guiding light for ongoing transformation engagements.
 - Process Diagrams - Forms, diagrams, and graphical representations of processes and data flows containing both source and destination as well as the meaning and purpose.

Phase II: Incremental Transformation and Foundation Establishment

- Actualization of engagements driven by business case and other documentation defined in phase one
- Executing change in incremental phases once an agreed upon foundation is in place, providing consistency and value as a result.
- Quality assurance of each objective, including documentation and training.
- Guided transformation from current to future state to include careful consideration of data, documentation, process, client culture, and technology for successful change.

Investment and Scope

Investment

During this engagement, all efforts will be made by all parties to continually engage and progress in the change initiative, working through the phases mentioned above. Terms associated with engagement can be found in The Rules for Success section of this document. Throughout the engagement, if additional resources or skills are needed and/or desired, addendums to this document can be defined and agreed upon.

Services Included

During this engagement, all efforts will be made by all parties to continually engage and progress in the change initiative.

Service	Description
Consulting / Analysis	Collaborate to ensure goals and deliverables for the immediate change desired are well understood. If this is performed by an ImageNet partner, this element may not be necessary
Development / Implementation	Technical activities to execute on processes and data elements defined in consulting and analysis efforts.
Long Term Transformation Strategy	Time permitting and when appropriate, engage in follow-up analysis and vision definition to determine the next logical business process of value to be delivered.
Training	Educational engagement enabling client staff to utilize applications put in place with optimal efficiency. Training of available technical or super-user staff, enabling client to be self-sufficient in maintaining and further developing the system to the highest level of success possible.

Pricing

Item	Qty	Monthly Rate	Term	Total
Integrated Resources*	X	\$32,805.00	3 Month Minimum	\$.00
*Monthly Equivalent Full Time Remote "employee(s)"; supporting resources are provided as appropriate				
Consulting/Analysis (beyond initial Period included in Term)	0	225.00	None	N/A

Milestones

Item	Description
Overall Period	Overall Timeframe for engagement. If additional detail is appropriate for specific activities, such will be found below
Consulting / Analysis	Early efforts to define the roadmap of change associated with the implementation efforts as well as requirements for the immediate change at hand
Development/ Implementation	Efforts to build and implement the solutions designed in the previous phase of change
Walkthrough and Design Acceptance	Review and walkthrough of the completed design with time for non-foundational revisions. Final design acceptance in preparation for Go-Live
Training	Coordinated training periods with client staff to review the product function as well as specific designs implemented and accepted in previous phases
Go-Live	Client staff using the newly developed system with limited oversight and high availability to the integrated resource to ensure any issues or assistance needs are quickly met. This will dramatically improve adoption and minimize negative impact to process.

Assumptions and Constraints

Type	Title	Title
Assumption	Resource Availability	Timeframe defined is dependent upon all resources having availability to review and act in a timely manner
Assumption	Scope	The immediate scope of Phase I is limited to high level understanding of challenges, structure, and focus priority
Assumption	Timeline	The timeframes provided are linear as an uninterrupted contract through final expiration of term

Risks

Type	Description	Mitigation
Resource availability	Lack of resources could reduce value output	Engage additional resources when necessary. This would require a Change Request (CR).
Scope Creep	Defined need may be challenged during development	Leverage analyst skillset to challenge any changes and evaluate necessity. This would require a CR
Timeline	The defined timeframe may be challenged if other assumptions prove false	Ensure expectations and communications are clear with proactive discussion regarding perceived threats to timeline

Resources

Role	Name(s)	Responsibility	Contact Info
Lead Analyst	TBD	Collaborate with Client to accurately define vision and roadmap	
Project Manager	TBD	Proactively engage ImageNet and Client resources ensuring progress	tbd@imagenet.com
Designer	TBD	Implement agreed upon road map and deliver training to users and administrators	
Account Executive	Amber Shelton	Manage overall account relationship and expectations	AShelton@ImageNet.com
Client SME	Joe Watson	Provide process and organization structure as well as data and documentation. Critical role for enabling successful change	joe.watson@oklahomacounty.org
Client Technical Resource	Joe Watson	Client technical resource for any configuration or accessibility issues	joe.watson@oklahomacounty.org
Client Primary Stakeholder	Joe Watson	Primary decision maker for final user acceptance phases	joe.watson@oklahomacounty.org

Rules for Successful Engagement

RATE GUARANTEE

This rate is guaranteed for the "Initial Term" noted on the Purchase Agreement. We reserve the right to increase rates annually not to exceed 10% the previous rates.

MONTHLY RECURRING SERVICES SUBSCRIPTIONS

After the "Initial Term" the service plan may be renewed for another twelve (12) month period, the "Renewal Term" with signed Amendment to continue services under this Agreement. The "Renewal Term" can be terminated at any time with thirty (30) day written notice.

TERMINATION

Termination for any reason whatsoever is effective thirty (30) days following written notice to ImageNet.

RESOURCE AVAILABILITY

Team members PTO is included during time periods. For planned absences, Client shall be notified a minimum of two weeks in advance of such absence. Should a resource be unavailable for a significant time period, a secondary resource may be brought into the engagement to replace the unavailable resource. ImageNet will notify Client of the situation and options before engaging the new resource.

INVOICE PROCEDURES

Invoices will be generated and sent to Client at the beginning of each month. Payments for services invoiced are due based on the agreed terms in the PSA and SLA. Recurring Services and software subscription fees will be invoiced monthly.

CHANGE CONTROL PROCEDURE

The following process will be followed if a change to this plan is required:

A Change Request (CR) will be the vehicle for communicating change. The CR must describe the change, the rationale for the change, and the effect the change will have on the engagement.

- The requesting party (ImageNet or Client) will review the proposed change with appropriate resources to determine value and, if the value is appropriate, submit the CR to the Project Managers of impacted organizations.
- Appropriate parties will review the impact of the proposed change and, if mutually agreed, the CR must be signed by both parties to authorize implementation of the requested change.

Client Responsibilities

Type	Contact Info
Staff Resources	Client to identify and provide an IT Administrator for solution implementation and support interaction.
Staff Resources	Client will provide an onsite primary contact person responsible for providing direction and approvals on completion of work.
Accessibility	Client will provide access to all areas required to complete this project. Any areas of high security or hazard should be made known prior to project commencement.
Accessibility	Client will provide access to all information and documentation required to complete this project.
Accessibility	Client will provide Remote Access capabilities and credentials so that ongoing support can be provided as necessary via phone and remote desktop support.
Accessibility	Client will assure that all required LAN/WAN access and administrative rights are made available to complete the installation.
Systems	Client will directly provide all non-ImageNet Hardware and software support, unless specifically indicated otherwise in a separate quote, and assure that all hardware meets required specifications.
Systems	Client will verify final and ongoing maintenance and user setup.
Systems	Client is solely responsible for back-up of any systems and databases present within their network and hardware, including application data. ImageNet maintains no backups.
Systems	Client will be responsible for all non-application related system setup, configuration, resources, and functions. Servers must operate on a currently supported Microsoft Windows environment.
Timeline	Client is responsible for providing access and maintaining agreed upon timeline. ImageNet staff may be idled as a result of delays. If significant delays are encountered during the service efforts outside of ImageNet's control, a re-engagement fee of \$2,500.00 will be charged prior to ImageNet reengaging. For integrated Resources the reengagement fee will be a total of 1 week (1/4 monthly rate) for resource reallocation time.

Change Requests

If any changes or additions are required outside of the defined scope and deliverables previously listed, a Project Change Order Request will need to be completed and signed by both the Client Project Manager and ImageNet Consulting representatives. (Copy attached)

Assumptions & Terms

- Rates are based on a commitment that work is to be performed during regular business hours; 8AM to 5PM local time, Monday through Friday
- It's assumed that all work will be completed as a continuous effort. Disruptions of this continuous effort beyond the contract of ImageNet Consulting may require additional costs, see "Timeline" on page 9 for fee schedule. Additionally, if the project finishes ahead of the estimated completion date, there will be no credit issued to the client.
- All System Engineer work outside of the work defined within the proposal is billed accordingly to SLA in place
- All Process Analyst work outside of the work defined within the proposal is billed accordingly to SLA in place
- For a full Professional Service Agreement, see appendix A.

This Consulting Services Agreement (the "**Agreement**") is made and entered into as of _____ the "**Effective Date**") by and between ImageNet Consulting, with a place of business at 913 North Broadway, Oklahoma City, OK 73102 (ImageNet) and BOCC on behalf of Oklahoma Country Treasurer with a place of business at 320 Robert S. Kerr Avenue, #307 Oklahoma City, OK 73102 ("**Client**").

Pursuant to this Agreement, Client is engaging ImageNet to provide certain consulting services as more fully described herein. The Agreement consists of the following documents, incorporated herein by this reference:

- Statement of Work
- Attachment A Professional Services Agreement
- Attachment B Project Change Request
- Attachment C Licensing Purchase Agreement

Client has read and agrees to the terms and conditions and the documents annexed hereto. This Agreement will be effective only when executed below by both parties.

AGREED TO:

Client

ImageNet

Authorized Representative Signature

Authorized Representative Signature

Name:

Name: Ramsey Oklah

Title:

Title: Vice President, Enterprise Content Services

Email:

Email: ROklah@ImageNet.com

Telephone:

Telephone: 405.314.0447

Attachment A: Professional Services Agreement

1. PROFESSIONAL SERVICES AND DELIVERABLES
 - a. ImageNet Professional Services. ImageNet will provide the services ("Professional Services") and the tangible work product of Professional Services, if any, ("Deliverables") described in these terms and the relevant Transaction Document (together, our "Agreement"). A "Transaction Document" may include a Statement of Work ("SOW"), Client accepted order (except for Client pre-printed terms), a valid ImageNet quotation, proposal letter, or other executed documents that reference these terms and relate to such SOW.
 - b. Acceptance. Client accepts the Professional Services when ImageNet performs them. Client accepts Deliverables when ImageNet deliver them to Client, or as both parties otherwise agree in an SOW. The foregoing Deliverable acceptance procedure does not apply to Products or Custom Products, even if they are used in connection with the Professional Services or Deliverables. For the purposes of this Agreement, "Product" means any hardware or software on ImageNet's standard price list at the time ImageNet accept Client order. "Custom Products" mean any Products that may modify in any way to meet Client requirements.
 - c. Changes. If Client request changes or ImageNet recommend changes to the Professional Services or Deliverables, ImageNet will follow the change management procedures in the SOW.
2. INTELLECTUAL PROPERTY RIGHTS

Neither party will gain rights or ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by the other by virtue of our Agreement. ImageNet retain exclusive ownership in the Deliverables and own all intellectual property rights, title and interest in any ideas, concepts, know how, documentation or techniques developed under our Agreement. ImageNet grant Client a non-exclusive, perpetual, non-transferable, royalty-free right and license to use the Deliverables for Client internal use in the countries in which Client do business. Client grant ImageNet a non-exclusive, worldwide, royalty-free right and license (or sub-license) to use, copy, make derivative works of, distribute, display, perform, and transmit Client and Client third parties' intellectual property rights to the extent necessary for ImageNet to perform our obligations and our rights under our Agreement.
3. CONFIDENTIALITY

In connection with the Professional Services described in the Transaction Document, either party may receive or have access to technical information, information about product plans and strategies, promotions, clients and related technical, financial or business information which the disclosing party considers to be the confidential information of that party or its third party contractors or suppliers ("Confidential Information"). The following will apply to any such Confidential Information:

 - a. Before any Confidential Information is disclosed, the parties will first agree to disclose and receive such information in confidence. If then disclosed, the Confidential Information will be marked as confidential at the time of disclosure, or if disclosed orally but stated to be confidential, will be designated as confidential in a writing by the disclosing party summarizing the Confidential Information disclosed and sent to the receiving party within thirty (30) days after such oral disclosure.
 - b. Confidential Information may be used by the receiving party only with respect to the performance of its obligations under these Terms and the relevant Transaction Document, and only by the employees of the receiving party and its employees, agents or contractors who have a need to know such information for purposes of this these Terms and the relevant Transaction Document. The receiving party will protect, and will ensure that its employees, agents and contractors will protect, the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information as the receiving party uses to protect its own confidential information of a like nature.
 - c. The receiving party's confidentiality obligation will be for a period of three (3) years after the date of disclosure.
 - d. The following will apply to any such Confidential Information as it applies to the Open Records Act and to the extent permitted by law.
4. PAYMENTS
 - a. Fees and Taxes. Prices are in the local ImageNet price list at the time ImageNet receives Client order or in valid Transaction Document. Prices do not include taxes.
 - b. Payment Terms. Client agrees to pay invoiced amounts within thirty (30) days of invoice date, without offset. ImageNet may change credit or payment terms if, in ImageNet's reasonable opinion, Client financial condition, previous payment record, or relationship with ImageNet merits such change. ImageNet may discontinue performance if Client fails to pay any sum due, or if after thirty (30) day written notice, Client has not cured any other "failure to perform" under this Agreement.
 - c. Leasing. If applicable, Client agrees that even if the Software is not fully installed, accepted and/or does not function or perform as Client anticipates or expects, the commencement of your lease and the invoicing thereof will begin ten (10) days from the "Effective Date"
 - d. Invoicing. Client shall be billed for all licensing and physical deliverables at the beginning of the project engagement. For integrated resources Client will be billed at the end of each month for the agreed upon monthly rate.
5. WARRANTY
 - a. Services Warranty. ImageNet will perform the Professional Services using generally recognized commercial practices and standards. If Client notify ImageNet within thirty (30) days after ImageNet perform that the Professionals Services didn't meet this warranty, ImageNet will re-perform them.
 - b. Warranty Disclaimer. The warranty contained in sub-section 5. a. is in place of, ImageNet expressly disclaim, and Client expressly waive, all other express warranties or conditions, and all other warranties, conditions, and obligations implied in law, including warranties of merchantability and fitness for a particular purpose.
6. LIMITATION OF LIABILITY

Except for damages for bodily injury, our total liability to Client is limited to the fees Client paid for the Professional Services that are the subject of Client claim. Except for claims by another party for infringement of their intellectual property rights, in no event will either party be liable for any consequential, special, indirect, or incidental damages, including: downtime costs; lost business revenues, or profits; failure to realize expected savings; loss or unavailability of or damage to data; and software restoration. To the extent allowed by local law, these limitations apply regardless of the basis of liability, including negligence, misrepresentation, breach of any kind, or any other claims in contract, tort, or otherwise.

7. TERM AND TERMINATION

- a. Term. Our Agreement becomes effective when ImageNet accepts Client order and will continue for the "Initial Term" set forth on the Purchase Agreement. Agreement may be renewed in concordance with Section 2 Rules of Successful Engagement on Page 8 of this Agreement.
- b. Termination for Failure to Pay. Client shall be given thirty (30) days to pay any amount due beyond Clients net terms listed in Section 4 of this agreement. At which time ImageNet reserves the right to terminate this Agreement for Failure to Pay.
- c. Effects of Termination. After our Agreement terminates, Client will pay ImageNet for all the Professional Services ImageNet performed and our expenses up to the date of termination, and ImageNet will give Client all work in progress for which Client has paid. If the amounts Client owes ImageNet are less than any of Client advance payments, ImageNet will refund Client the difference within thirty (30) days after termination. Any terms of our Agreement which by their nature extend beyond termination will remain in effect until fulfilled

8. GENERAL

- a. Dependencies. Client will give ImageNet accurate information and comply with Client obligations in a timely and cooperative manner. Client understands that if Client doesn't ImageNet may not be able to deliver the Professional Services. Client acknowledges that ImageNet bids and Client has the right to acquire Professional Services and Products separately.
- b. Similar Services. ImageNet may provide similar Professional Services to our other clients.
- c. Independent Contractor. ImageNet don't intend to create a joint venture, partnership or employment relationship between parties.
- d. Hiring of Employees. Client won't solicit, offer employment to, or enter into consultant relationships with our employees or consultants who perform (directly or indirectly) Professional Services within one (1) year after an SOW ends. However, Client may hire an employee or consultant who responds to a general hiring program Client conduct in the ordinary course of Client business.
- e. Publicity. To the extent permitted by law, and in concordance with the Open Records Act, Client won't disclose the price or other terms of our Agreement without asking us first. However, ImageNet may use Client name and identify this engagement in our general lists of our clients and experience.
- f. No Assignment. Client may not assign this Agreement without our prior written consent, which consent will not be unreasonably withheld.
- g. Force Majeure. Except for payment obligations, neither party is liable for delays or non-performance due to causes beyond our reasonable control.
- h. Notices. If both parties notify each other about these terms both parties do so in writing and the notices will be effective upon receipt.
- i. Precedence. If these terms conflict with a Transaction Document, these terms take precedence unless the Transaction Document 1) expressly states that it amends these terms and 2) is executed by both parties.
- j. Entire Agreement. The Agreement is the entire agreement between ImageNet regarding Clients purchase of Professional Services and Deliverables. It supersedes and replaces any previous communications, representations or agreements, or Client additional terms.
- k. Applicable Law. Oklahoma law governs our Agreement, except for its choice of law rules.
- l. Authorization to Install Software. As part of the Professional Services, ImageNet may be required to install copies of third-party or ImageNet-branded software products (the "Software"). Client authorize ImageNet to accept the license terms accompanying the Software (collectively "Shrink-wrap Terms") on Client behalf, and acknowledge it is Client responsibility to review any Shrink-wrap Terms associated with the Software. Shrink-wrap Terms may be in electronic format, embedded in Software, or contained within the Software documentation.
- m. Export and Import. Client who exports, re-exports, imports, or otherwise transfers Products, technology, or technical data purchased hereunder, assumes responsibility for complying with applicable laws and regulations and for obtaining required export and import authorizations. ImageNet may suspend performance under this Agreement: 1) if the Client is in violation of any applicable laws or regulations, and 2) to the extent necessary to assure compliance under the U.S. or other applicable export or similar regulations.
- n. No Fee Engagements. If ImageNet provides Services at no cost to Client, Section 4 and Sub-Sections 7.c. and 7.e. shall not apply to this agreement. In addition, any terms of the Agreement which by their nature extend beyond termination will remain in effect until fulfilled.
- o. Signer Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

Attachment B: Project Change Request

Project Change Request

PCR Number: _____

Date: _____ Party requesting change: _____

Nature of the proposed change:

Reason for the proposed change:

Impact of the proposed change on project:
Pricing: _____

P.O. to which changes will apply: _____

Schedule Changes:

This Project Change Request is (circle): Approved Rejected

Signatures:

ImageNet Consulting Representative: _____

Client Representative: _____

+ImageNet
Consulting
Service Level Agreement

For

Oklahoma County Treasurer

10/01/2024

Service Level Agreement – Software Solutions

This Service Level Agreement is made between BOCC on behalf of Oklahoma County Treasurer (“Client”) and ImageNet Consulting, LLC (“ImageNet”) on the Effective Date below.

Services

ImageNet will provide Client with certain Software Solutions services as more fully described in Appendix B to this Agreement under the terms herein.

Hardware/System Support

ImageNet shall provide support and replacement of all hardware and systems specified in Appendix B, provided that all Software is Genuine, Currently Licensed, and Vendor-Supported. Should any hardware or systems fail to meet these provisions, they will be excluded from this Service Agreement. Should 3rd Party Vendor Support Charges be required to resolve any issues, these will be passed on to the Client after first receiving the Client’s authorization to incur them.

Coverage

Remote Helpdesk and remote technical services will be provided to the Client by ImageNet through remote means between the hours of 8:00 am – 5:00 pm Monday through Friday, ImageNet recognized holidays.

Support and Escalation

ImageNet will respond to Client’s Trouble Tickets under the provisions of Appendix A, and with best effort after hours or on holidays. Trouble Tickets must be opened via our ticket entry process by submitting an email ticket to: softwaresupport@imagenetconsulting.com or by phone if internet is unavailable. Each call will be assigned a Trouble Ticket number for tracking and the client will be notified of its receipt. Our escalation process is detailed in Appendix A.

Service outside Normal Working Hours

Emergency services performed outside of the hours of 8:00 am – 5:00 pm Monday through Friday, excluding public holidays, shall be subject to provisions of Appendix B.

Service Disclaimer

Client grants ImageNet authorization to view any data within the regular routine of the repair or system improvement. Client also authorizes ImageNet to reasonably delete, change, and/or rewrite any necessary information to complete the system repair or improvement that is consistent with the standards and practices in the industry

Excluded Services

Service rendered under this Agreement does not include:

- ▶ Post-Project on-site software technical services (see fee schedule for pricing)
- ▶ Post-Project training of administrator or end-users after project completion
- ▶ Hardware warranty or maintenance (separate agreement required)

Suitability of Existing Environment

Minimum Standards Required for Services

In order for Client’s existing environment to qualify for ImageNet’s Remote Technical Services, the following requirements must be met:

- ▶ All Servers, Desktop PC’s and Notebooks/Laptops with Windows Operating Systems must not be past the official Microsoft extended support date and have all of the latest Microsoft Service Packs and Critical Updates installed.
- ▶ All Server and Desktop Software must be Genuine, Licensed and Vendor-Supported.
- ▶ The environment must have a currently licensed, up-to-date and Vendor-Supported Server-based Antivirus Solution protecting all Servers, Desktops, Notebooks/Laptops, and Email.
- ▶ The environment must have a currently licensed, Vendor-Supported Server-based Backup Solution that can be monitored and send notifications on job failures and successes.
- ▶ The environment must have a currently licensed, Vendor-Supported Hardware Firewall between the Internal Network and the Internet.
- ▶ All Wireless data traffic in the environment must be securely encrypted.
- ▶ There must be an outside static IP address assigned to a network device, allowing VPN access.

Chronically Failing Equipment

Experience has shown equipment belonging to the client which has initially passed Minimum Standard Requirements for system support can reveal itself to become chronically failing. This means that the equipment repeatedly breaks down and consistently causes user and business interruption even though repairs are accomplished. Should this occur, while rare, Client agrees to work constructively and positively with ImageNet to replace the equipment to ensure optimum system performance.

Term of Agreement

This Agreement is effective upon the date signed, shall remain in force for one year (“Initial Term”). Any adjustments or modifications to the terms herein must be made in writing as an amendment to this Agreement and must be signed by Client and ImageNet.

- ▶ This Agreement will be reviewed annually with staff for subsequent annual terms beginning on the day immediately following the end of the Initial Term unless either party gives the other thirty (30) day’s prior written notice of its intent not to renew this Agreement.
- ▶ After the “Initial Term” this Agreement may be renewed for another twelve (12) month period, the “Renewal Term” in concordance with the customers fiscal year (July 1-June 30) with signed Amendment to continue services under this Agreement. The “Renewal Term” can be terminated at any time with thirty (30) day written notice.”
- ▶ This Agreement may be terminated by either party if the other Party:
 - ▽ Breaches any material term or condition of this Agreement and fails to remedy such breach within ninety (90) days of receipt of such written notice; or
 - ▽ Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.
- ▶ If either party terminates this Agreement, ImageNet will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay ImageNet the actual costs of rendering such assistance. Actual costs could include but are not limited to: Training, data transfer, license transfers or equipment de-installation.
- ▶ Client agrees to allow ImageNet to assign, delegate, and subcontract services to third party competent contractors approved by ImageNet.

Taxes

It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. Client shall pay any such taxes unless a valid exemption certificate is furnished to ImageNet for the state of use.

Limitation of Liability

In no event shall ImageNet be held liable for indirect, special, incidental or consequential damages arising under this contract, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs.

ImageNet or its suppliers shall not be liable for any indirect, incidental, consequential, punitive, economic or property damages whatsoever (including any damages for loss of business profits, business interruption, loss of data or other pecuniary loss) arising out of this Agreement

Confidentiality

ImageNet and its agents may use Client information, as necessary to or consistent with providing the contracted services, and will use best efforts to protect against unauthorized use.

Miscellaneous

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Oklahoma. Jurisdiction and venue shall exclusively lie in the County of Oklahoma, City of Oklahoma City. It constitutes the entire Agreement between Client and ImageNet for services listed in “Appendix B”. This Agreement can be modified by written Addendum signed by both parties. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way. ImageNet is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God.

Appendix A

Response and Resolution Times

The following table shows the targets of response and resolution times for each priority level:

Trouble	Priority	Response time (in hours) *	Resolution time (in hours) *	Escalation threshold (in hours)
Service not available (all users and functions unavailable).	1	Within 1 hour	ASAP – Best Effort	2 hours
Significant degradation of service (large number of users or business critical functions affected)	2	Within 4 hours	ASAP – Best Effort	8 hours
Limited degradation of service (limited number of users or functions affected, business process can continue).	3	Within 24 hours	ASAP – Best Effort	48 hours
Small service degradation (business process can continue, one user affected).	4	Within 48 hours	ASAP – Best Effort	96 hours

Support Tiers

The following details and describes our Support Tier levels:

Support Tier	Description
Tier 1 Support	All support incidents begin in Tier 1, where the initial trouble ticket is created, and the issue is identified and clearly documented, and basic hardware/software troubleshooting is initiated. Support provided by ImageNet
Tier 2 Support	All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on hardware/software issues can be provided by more experienced Engineers. Support provided by ImageNet & Vendor
Tier 3 Support	Support Incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3, where support is provided by the most qualified and experienced Engineers who have the ability to collaborate with 3 rd Party (Vendor) Support Engineers to resolve the most complex issues.

Service Request Escalation Procedure

- ▶ Support Request is Received
- ▶ Trouble Ticket is Created
- ▶ Issue is Identified and documented in Help Desk system
- ▶ Issue is qualified to determine if it can be resolved through Tier 1 Support

If issue can be resolved through Tier 1 Support:

- ▶ Level 1 Resolution - issue is worked to successful resolution
- ▶ Quality Control –Issue is verified to be resolved
- ▶ Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

If issue cannot be resolved through Tier 1 Support:

- ▶ Issue is escalated to Tier 2 Support
- ▶ Issue is qualified to determine if it can be resolved by Tier 2 Support

If issue can be resolved through Tier 2 Support:

- ▶ Level 2 Resolution - issue is worked to successful resolution
- ▶ Quality Control –Issue is verified to be resolved
- ▶ Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

If issue cannot be resolved through Tier 2 Support:

- ▶ Issue is escalated to Tier 3 Support
- ▶ Issue is qualified to determine if it can be resolved through Tier 3 Support

If issue can be resolved through Tier 3 Support:

- ▶ Level 3 Resolution - issue is worked to successful resolution
- ▶ Quality Control –Issue is verified to be resolved
- ▶ Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

If issue cannot be resolved through Tier 3 Support:

- ▶ Issue is escalated to Onsite Support
- ▶ Issue is qualified to determine if it can be resolved through Onsite Support

If issue can be resolved through Onsite Support:

- ▶ Onsite Resolution - issue is worked to successful resolution
- ▶ Quality Control –Issue is verified to be resolved
- ▶ Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

—

Appendix B

Software (Software Upgrades, Remote Technical Support All Tiers)

Grooper Premium Subscription of 500k Images Annually

Grooper LMS Training with 5 credits annually

Service Level Agreement

*Laserfiche Cloud with 10 Professional and 20 Participant Licenses
LF Cloud Advanced Audit Trail; LF Cloud SDK*

Service Rates

Labor	Rate
Remote Help Desk 8am-5pm M-F (30 minutes per ticket)	INCLUDED
Remote Administrator Assistance 8am-5pm M-F (30 minutes per ticket)	INCLUDED
Tier 2 Software Manufacturer Support	INCLUDED
Remote Help Desk (after 30 minutes billed in 15 min. increments) 8:00 am-5pm M-F	\$200/hr.
Remote Administrator Assistance (after 30 minutes billed in 15 min. increments) 8:00 am-5pm M-F	\$200/hr.
Remote Workflow/Issues (after 30 minutes billed in 15 min. increments) 8:00 am-5pm M-F	\$250/hr.
On site Technical/Issues Labor 8:00 am – 5:00 pm (1 hour minimum)	\$200/hr.
Onsite Labor All Other Times (1-Hr Minimum)	\$ Time and a half/hr.

Hardware

Servers, scanners and other hardware are covered under warranty or separate maintenance agreement.

County Request No. 893

REQUEST FOR LEGAL SERVICES

This form is used to provide legal opinions and contract approval by the District Attorney's Office. Only that advice that is related to a pending or potential claim against the County or its officers and employees is protected by the attorney-client privilege. Opinions that are privileged should not be disclosed to anyone or the privilege may be waived.

All legal opinions and approvals rendered are based only on the documentation and information stated below or attached to this form and, thus, it is important that all relevant facts and information be provided at the time of review. Please advise the District Attorney's Office of new or additional information, as it may cause the opinion to change. In all cases, the opinions of the District Attorney's Office are not binding on the County, its officers or employees and may be followed or disregarded in the discretion of the elected official.

Date of Request: 10/3/2024 Department: Treasurer

State the nature of the legal request: Review agreement between ImageNet Consulting and the BOCC for the Oklahoma County Treasurer, to provide imaging services. Services in relation to this contract are made available to the County through Statewide Contract SW#10131.

RECEIVED

OCT 03 2024

CIVIL DIVISION
DISTRICT ATTORNEY

Ernest "Butch" Freeman

County Officer or Department Director

Reply of District Attorney's Office: _____

Reviewed OK

Date of Reply: 10/3/24

Sean E. [Signature]
Assistant District Attorney

Bill To
 OKLAHOMA COUNTY TREASURER
 320 ROBERT S. KERR
 SUITE 307
 OKLAHOMA CITY, OK
 73102
 JACKIE.WILSON@OKLAHOMACOUNTY.ORG

Requisition 12502853-00 FY 2025

Acct No:
 11315000-54455
 Review:
 Buyer: 6065trjeabil
 Status: Released

Page 1

Vendor
 IMAGENET CONSULTING LLC
 913 N BROADWAY AVE

Ship To
 OKLAHOMA COUNTY TREASURER
 320 ROBERT S. KERR
 SUITE 307
 OKLAHOMA CITY, OK 73102

OKLAHOMA CITY, OK 73102

Tel#405-232-1264

Deliver To
 OKLAHOMA COUNTY TREASURER
 320 ROBERT S. KERR
 SUITE 307
 OKLAHOMA CITY, OK 73102

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/07/24	001388				Treasurer

LN	Description / Account	Qty	Unit Price	Net Price
001	BLANKET-SW#10131 IMAGENET CONSULTING	108162.00	1.00000	108162.00
1	11315000-54455		108162.00	

Ship To
 OKLAHOMA COUNTY TREASURER
 320 ROBERT S. KERR
 SUITE 307
 OKLAHOMA CITY, OK 73102

Deliver To
 OKLAHOMA COUNTY TREASURER
 320 ROBERT S. KERR
 SUITE 307
 OKLAHOMA CITY, OK 73102

Requisition Link

Requisition Total 108162.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
11315000-54455	108162.00	

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Queued	10/07/24	Christie Tretheway-Miller	
Queued	10/07/24	Jeanise Bilyeu	
Pending		Albert Rodriguez	
Pending		Deborah McDonald	