



Center for Local Government Technology

1201 S. Innovation Way Dr.
Stillwater, Oklahoma 74078-8088
P 405-744-6049

June 11, 2021

All,

You will be receiving agreement forms the first of next week (week of June 14 . . .) for LandMark License and Support and for AF3 Technical IT Support. The signatures required on the 3rd page of each agreement is dependent on your county requirements. These are being mailed via UPS along with a return envelope to CLGT upon obtaining the required signatures.

If you previously returned an AF3 agreement, please sign the new one so as to coincide with the fiscal year.

NO services will be interrupted pending signatures of either agreement

Thanks in advance for your cooperation with returning the signed agreements. If you have questions, feel free to contact me!

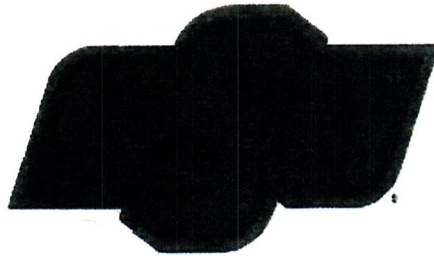
Sincerely,

Gary Snyder, Director

Oklahoma State University
Center for Local Government Technology
1201 S. Innovation Way Dr. Suite 400
Stillwater, OK 74078
O 405.744.6049
C 580.370.0355
gary.snyder@okstate.edu

COPY OF EMAIL

A REVISED
Contract FOR
IT SERVICES
ORVILLE HAS A COPY
AND HE APPROVES



CENTER FOR LOCAL GOVERNMENT TECHNOLOGY

IT SERVICES AGREEMENT

If you want to participate in the Agreement between CLGT and AF3 Technical Solutions, LLC as your counties main source of IT support please sign the enclosed and return to:

**CLGT
1201 S. Innovation Way Dr.
Stillwater, OK 74078-1579**

ORIGINAL
contract

OKLAHOMA STATE UNIVERSITY

SERVICES AGREEMENT

THIS AGREEMENT, effective this 1st day of March 2021, is between Muskogee, (herein after called "County") and Oklahoma State University, through its Center for Local Government Technology (CLGT), Stillwater, Oklahoma (hereinafter called "University")

Through an agreement with OSU-Center for Local Government Technology (CLGT) and AF3 Technical Solutions, LLC (AF3Tech) of Duncan, Oklahoma, AF3Tech agrees to provide the following IT Services to CLGT and various County Assessor offices: **Server Services** to include but not limited to "Server Maintenance". This will include on a **monthly** basis the following; **Preventative Maintenance**, Server Security and Tools, Monitoring System Events and Stability and Operating System updates. Also to include **Managed Tasks to perform as needed** for Users and Groups, User Access Rights, File Deletion Protection and Monitoring Backup Status, Configure Scheduled Tasks and Limit each user's resources.

Also included in this agreement specifically for **Workstations, Laptops and Tablets**, services will include the following: **Preventative Maintenance/System Cleanups**, to be performed on a **monthly** basis; Operating System Updates, Removal of temporary files and perform disk cleanup, deletion of temporary internet files, Security tools updates and perform scans and update hardware drivers as needed. Also to include in **Managed Tasks to be performed as needed**: Create User Accounts, Install Printers and drivers as needed, Install Standard Software as needed (MS Office, Adobe Reader, etc.), Install LandMark GSI and Legacy software as needed and Assist with vendor specific software.

a. **AF3Tech** will also provide Unlimited IT Support onsite only during normal business hours. Unlimited IT Support by Remote access or telephone is available 24/7 even after hours and holidays.

b. If IT support onsite is needed during unusual hours i.e. nights, weekends, and holidays. **AF3Tech** will provide support at an hourly rate of \$95 per Man-hour charged to the **CLGT** supported County Assessor office.

c. Installation of new equipment (hardware) purchased from **AF3Tech** or other vendors will be charged at an hourly rate of \$95 per Man-hour and will be invoiced to the **CLGT** supported County Assessor office requesting the services.

Hardware and Accessories - **AF3Tech** will also provide a discounted rate of 25% off the standard markup of Hardware and Accessories purchases from **AF3Tech** to the various County Assessor offices supported by **CLGT**.

Response time - **AF3Tech** guarantees a response to standard issues for Support within a maximum of 8 business hours from the original call. Support deemed an Emergency by **CLGT** or the various County Assessor offices supported by **CLGT** will have a response of 2 business hours from the original call during normal business hours.

AF3Tech will not be responsible for the expense to procure any software or hardware required for **CLGT** or the supported **CLGT** County Assessor Office to meet the requirements to support this IT Support Contract. **Examples of:**
Software Examples; LMOSU Simplehelp Remote Access Support, Backup Software, Security Software (RDP Guard, Malwarebytes, CCleaner and Anti-Virus) Help Desk Ticket Tracking System.
Hardware Examples; Modems, Routers, Firewalls, Switches, Uninterruptible Power Supplies, External Backup Drives, Printers and/or Toner Ink Cartridges, New Servers, Workstations, Laptops and Tablets.

WHEREAS, UNIVERSITY has developed expertise and related technologies, equipment, practices or facilities (hereinafter referred to as "Services") in the area of Server and Workstation Services, Backup Support and other services listed above to County Assessors, which Services it intends to utilize in fulfilling its land grant mission of providing education, research, and extension services to the public, by providing such Services to its various constituencies, including County Governments, for the benefit of the State of Oklahoma; and WHEREAS, County desires specialized assistance requiring these Services; and WHEREAS, said Services are available from the University; and WHEREAS, the Services contemplated by this Agreement are of mutual interest and benefit to the University and County and will further the instructional, research, and public service mission of the University and may provide benefits for both County and University through the advancement of knowledge; the parties therefore agree as follows:

1. The term of this Agreement is specified as beginning **March 1, 2021**. Either party may terminate this Agreement at any time by giving not less than sixty (60) days advance written notice to the other party.
2. "Confidential Information" is defined as business information, strategies, technical data, information, trade secrets and/or other proprietary information of the County relating to the product or process that is a part of the Project that is not disclosed to the public in the ordinary course of business and is marked as "Confidential Information." University, **CLGT and AF3Tech** will not use said Confidential Information, except for the purpose of performing its obligation under this Agreement, and will not disclose to 3rd parties said Confidential Information except upon written permission of the County or where otherwise required by law. County is and shall remain the owner of said Confidential Information and upon completion of the Project, University, **CLGT and AF3Tech** will return Confidential Information to County. The University's, **CLGT and AF3Tech** obligations relating to "Confidential Information" shall not extend to information: which is in or comes into the public domain from a source other than the University, or **CLGT and AF3Tech**; was independently known or developed by the University or already possessed by the University at the time of disclosure; and/or came from a third party source not under obligation to the County to maintain confidentiality thereof.
3. Neither party, **CLGT or AF3Tech** will use the name of the other party in any publicity, advertising, or news release without the prior written approval of the other party, which approvals will not be unreasonably withheld.
4. In the making and performing of this Agreement, the parties (**CLGT and AF3Tech**) act and shall act at all times as independent entities and nothing contained herein shall be construed or implied to create any agency, partnership, or employer and employee relationship between the parties and neither party is authorized to act as agent for the other for any purpose.
5. This Agreement shall be interpreted and governed by the laws of the State of Oklahoma, without reference to conflict of law rules, and the forum for any proceeding or suit arising from or incident to this Agreement shall be located in the State of Oklahoma.
6. This Agreement may not be assigned in whole or in part without the prior written permission of the parties.
7. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes any prior and/or contemporaneous discussions, representations, or agreements, whether written or oral, of the parties regarding this matter. This Agreement may be extended, renewed, or otherwise amended at any time by the mutual written consent of the authorized representatives of the parties hereto.

AF3 TECHNICAL SOLUTIONS, LLC normal business hours, Monday-Friday 7 A.M. to 6 P.M. CST. Excluding State of Oklahoma and federally recognized Holidays.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized officer as of the day and year first above written.

UNIVERSITY:
OKLAHOMA STATE UNIVERSITY

COUNTY:

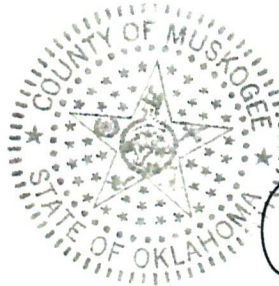
Gary Snyder 3/9/2021
Date
Gary Snyder, Director
Center for Local Government Technology

Scott Warren 3/9/2021
Date
Scott Warren, IT Manager
Center for Local Government Technology

Keith H. [unclear] 4-12-21
Chairman Date

[unclear]
Commissioner Date

[unclear]
Commissioner Date



Shanda H. [unclear] for Polly Irving
County Clerk Date

[unclear] 4/12/2021
County Assessor Date



**CENTER FOR LOCAL
GOVERNMENT TECHNOLOGY**
College of Engineering, Architecture and Technology

1201 S Innovation Way Dr.

Stillwater, Oklahoma 74074

IT Services Agreement
with
CLGT and AF3 Technical Solutions, LLC

Replacement
contract

OSU-CLGT
County Assessor IT SERVICES Agreement

THIS AGREEMENT, effective this 1st day of July 2021, is between **Muskogee County**, (herein after called "County") and Oklahoma State University, through its Center for Local Government Technology (CLGT), Stillwater, Oklahoma (hereinafter called "OSU-CLGT")

Through an agreement with OSU-Center for Local Government Technology (**OSU-CLGT**) and **AF3 Technical Solutions, LLC (AF3Tech)** of Duncan, Oklahoma, **AF3Tech** agrees to provide the following IT Services to **OSU CLGT** and various County Assessor offices:

Server Services to include but not limited to "Server Maintenance". This will include on a monthly basis the following; Preventative Maintenance, Server Security and Tools, Monitoring System Events and Stability and Operating System updates. Also to include Managed Tasks to perform as needed for Users and Groups, User Access Rights, File Deletion Protection and Monitoring Backup Status, Configure Scheduled Tasks and Limit each user's resources.

Also included in this agreement specifically for Workstations, Laptops and Tablets, services will include the following: Preventative Maintenance/System Cleanups, to be performed on a monthly basis; Operating System Updates, Removal of temporary files and perform disk cleanup, deletion of temporary internet files, Security tools updates and perform scans and update hardware drivers as needed. Also to include in Managed Tasks to be performed as needed: Create User Accounts, Install Printers and drivers as needed, Install Standard Software as needed (MS Office, Adobe Reader, etc.), Install LandMark GSI and Legacy software as needed and assist with vendor specific software.

a. **AF3Tech** will also provide Unlimited IT Support onsite only during normal business hours. Unlimited IT Support by Remote access or telephone is available 24/7 even after hours and holidays.

b. If IT support onsite is needed during unusual hours i.e. nights, weekends, and holidays. **AF3Tech** will provide support at an hourly rate of \$95 per man-hour charged to the **OSU-CLGT** supported County Assessor office.

c. Installation of new equipment (hardware) purchased from **AF3Tech** or other vendors will be charged at an hourly rate of \$95 per man-hour and will be invoiced to the **OSU-CLGT** supported County Assessor office requesting the services.

Hardware and Accessories - **AF3Tech** will also provide a discounted rate of 25% off the standard markup of Hardware and Accessories purchases from **AF3Tech** to the various County Assessor offices supported by **OSU-CLGT**.

Response time - **AF3Tech** guarantees a response to standard issues for Support within a maximum of 8 business hours from the original call. Support deemed an Emergency by **OSU-CLGT** or the various County Assessor offices supported by **OSU-CLGT** will have a response of 2 business hours from the original call during normal business hours.

AF3Tech will not be responsible for the expense to procure any software or hardware required for **OSU-CLGT** or the supported **OSU-CLGT** County Assessor Office to meet the requirements to support this IT Support Contract. Examples of:

Software Examples; LMOU Simplehelp Remote Access Support, Backup Software, Security Software (RDP Guard, Malwarebytes, CCleaner and Anti-Virus) Help Desk Ticket Tracking System.

Hardware Examples; Modems, Routers, Firewalls, Switches, Uninterruptible Power Supplies, External Backup Drives, Printers and/or Toner Ink Cartridges, New Servers, Workstations, Laptops and Tablets.

WHEREAS, **OSU-CLGT** has developed expertise and related technologies, equipment, practices or facilities (hereinafter referred to as "Services") in the area of Server and Workstation Services, Backup Support and other services listed above to County Assessors, which Services it intends to utilize in fulfilling its land grant mission of providing education, research, and extension services to the public, by providing such Services to its various constituencies, including County Governments, for the benefit of the State of Oklahoma; and WHEREAS, County desires specialized assistance requiring these Services; and WHEREAS, said Services are available from the **OSU-CLGT**; and WHEREAS, the Services contemplated by this Agreement are of mutual interest and benefit to the **OSU-CLGT** and County and will further the instructional, research, and public service mission of the University and may provide benefits for both County and **OSU-CLGT** through the advancement of knowledge; the parties therefore agree as follows:

1. **The term** of this Agreement shall be for one (1) year beginning July 1, 2021 and ending on June 30, 2022 with a payment of **\$0.00** by the county. This Agreement shall be automatically renewed for successive one (1) year terms thereafter (each a Renewal Term) with a payment of **\$0.00** until and unless either Party provides the other Party with sixty (60) days prior written notice to the end of the Initial Term or the Renewal Term.

Either party may terminate this Agreement at any time by giving not less than sixty (60) days advance written notice to the other party.

2. "**Confidential Information**" is defined as business information, strategies, technical data, information, trade secrets and/or other proprietary information of the County relating to the product or process that is a part of the Project that is not disclosed to the public in the ordinary course of business and is marked as "Confidential Information." **OSU-CLGT** and **AF3Tech** will not use said Confidential Information, except for the purpose of performing its obligation under this Agreement, and will not disclose to 3rd parties said Confidential Information except upon written permission of the County or where otherwise required by law. County is and shall remain the owner of said Confidential Information and upon completion of the Project, **OSU-CLGT** and **AF3Tech** will return Confidential Information to County. The **OSU-CLGT** and **AF3Tech** obligations relating to "Confidential Information" shall not extend to information which is in or comes into the public domain from a source other than the **OSU-CLGT** and **AF3Tech**; and/or came from a third party source not under obligation to the County to maintain confidentiality thereof.

3. Neither party, **OSU-CLGT** or **AF3Tech** will use the name of the other party in any publicity, advertising, or news release without the prior written approval of the other party, which approvals will not be unreasonably withheld.

4. In the making and performing of this Agreement, the parties (**OSU-CLGT** and **AF3Tech**) act and shall act at all times as independent entities and nothing contained herein shall be construed or implied to create any agency, partnership, or employer and employee relationship between the parties and neither party is authorized to act as agent for the other for any purpose.

5. This Agreement shall be interpreted and governed by the laws of the State of Oklahoma, without reference to conflict of law rules, and the forum for any proceeding or suit arising from or incident to this Agreement shall be located in the State of Oklahoma.

6. This Agreement may not be assigned in whole or in part without the prior written permission of the parties.

7. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes any prior and/or contemporaneous discussions, representations, or agreements, whether written or oral, of the parties regarding this matter. This Agreement may be extended, renewed, or otherwise amended at any time by the mutual written consent of the authorized representatives of the parties hereto.

8. The contract terms are subject to the agreement between **OSU-CLGT** and **AF3 Technical Solutions**. In the event funding under the enabling legislation is discontinued or the enabling legislation is repealed during the term of the agreement or any renewal thereof, **OSU-CLGT** shall have the right to terminate the agreement by providing 30 days written notice to the county.

AF3 TECHNICAL SOLUTIONS, LLC normal business hours, Monday-Friday 7 A.M. to 6 P.M. CST. Excluding State of Oklahoma and federally recognized Holidays.

In Witness whereof, **OSU-CLGT** and the county have executed this agreement to be effective July 1, 2021

Agreed and Accepted by the parties hereto.

Gary Snyder	Digitally signed by Gary Snyder Date: 2021.06.11 10:18:38 -05'00'
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By: _____ Date: June 11, 2021

Gary Snyder, Director
Center for Local Government Technology (CLGT)
Oklahoma State University

Muskogee County, Oklahoma

By: Keith Naylor Date: _____

Title: Commissioner Dist. 2

By: [Signature] Date: _____

Title: _____

By: [Signature] Date: _____

Title: _____

By: [Signature] Date: _____

Title: County Clerk

