



**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**

## 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;** 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, 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 3<sup>rd</sup> 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*

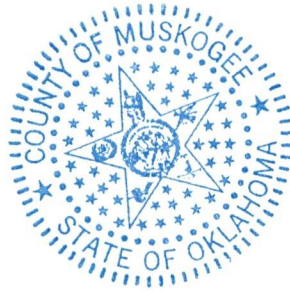
Gary Snyder, Director  
Center for Local Government Technology

3/9/2021  
Date

*Scott Warren*

Scott Warren, IT Manager  
Center for Local Government Technology

3/9/2021  
Date



*Kevin H. [Signature]*

Chairman

4-12-21  
Date

*[Signature]*

Commissioner

Date

*Kenneth [Signature]*

Commissioner

Date

*Sharon [Signature] for Polly Irving*

County Clerk

Date

*[Signature]*

County Assessor

4/12/2021  
Date