

Service Agreement for Information Technology and Business Phone Services

This Service Agreement ("Agreement") is made and entered into on _____, by and between **Jerry Vincent** ("Service Provider") and the **Board of County Commissioners of Cleveland County** ("County").

1. Authority: It is expressly understood that the County is a subdivision of the State of Oklahoma and consequently may only contract pursuant to the procedures and with limitations provided by Oklahoma Law, including the Oklahoma Purchasing Act, 19 O.S. §1500 *et. seq.*, 19 O.S. §1 and 19 O.S. §339.

2. Scope of Services: The Service Provider agrees to provide Information Technology (IT) and Business Phone services as requested by the IT Director of Cleveland County. The services include, but are not limited to:

- Network maintenance and troubleshooting
- Software installation and updates
- Server management and monitoring
- Data backup and recovery
- Cybersecurity assessments and implementation
- Business phone system support and configuration
- Technical support and troubleshooting
- Remote desktop support
- Hardware diagnostics and repairs
- User account management

3. Equipment Usage: The Service Provider is authorized to utilize or access County-owned computer for the duration of this Agreement. Any equipment used is to be used exclusively for the performance of services under this Agreement. The equipment must be returned to the County immediately upon the cancellation or termination of this Agreement.

4. Compensation: The County agrees to compensate the Service Provider at a rate of \$100 per hour for services rendered. This rate applies to all work performed after hours and on weekends. The Service Provider shall complete work only when requested by the IT Director. The total compensation under this agreement shall not exceed twenty-five thousand dollars (\$25,000).

5. Work Hours and Location: All work may include on site or remote as specified at time of request. The Service Provider will be available to perform services as requested by the IT Director during the term of this Agreement.

- 6. Invoicing and Payment:** The Service Provider shall submit invoices for services rendered at the end of each month. All invoices are to be submitted to the IT Director for approval. Payment will be made within thirty (30) days of receipt of the invoice, provided the invoice is approved by the IT Director.
- 7. Term of Agreement:** This Agreement shall commence on July 1, 2026, and shall continue in effect until June 30, 2027, unless terminated earlier in accordance with the terms of this Agreement.
- 8. Termination:** Either party may terminate this Agreement with thirty (30) days written notice. Upon termination, the Service Provider shall immediately return all County-owned equipment and cease all work under this Agreement.
- 9. Confidentiality:** The Service Provider agrees to maintain the confidentiality of any proprietary or confidential information disclosed during the term of this Agreement.
- 10. Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.
- 11. Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous understandings, whether written or oral, relating to the subject matter of this Agreement.
- 12. Notices:** All notices, approvals or requests allowed or required by the terms of any document to this agreement shall be in writing, reference the agreement with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. Notices shall be sent to the County at the physical address set forth below. Notice information may be updated in writing to the other party as necessary. Notwithstanding any other provision of the agreement, confidentiality, breach and termination related notices shall not be delivered solely via e-mail.

If sent to the County:

Cleveland County Board of County Commissioners
201 S. Jones
Norman, OK 7309

With a copy, which shall not constitute notice, to:

District Attorney's Office, Civil Division
201 S. Jones, Suite 300 Norman,
OK 73069

If sent to the Contractor:

Jerry Vincent
331 Forest Drive
Norman, OK 73069

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Jerry Vincent

Assistant District Attorney

Jacob McHughes,
Chairman

Rusty Grissom, Vice-Vice
Chairman

Pam Howlett, County Clerk

Rod Cleveland, Member

Deputy