Liberty Technology

AG15-336

MASTER SERVICES AGREEMENT

PREPARED FOR

City of Stockbridge
4640 North Henry Blvd.
Stockbridge, GA 30281

Date: December 14th, 2015

120 East Taylor St
Griffin, GA 30223

off. 770.229.9424
fax. 770.229.9464

MASTER SERVICES AGREEMENT

This Master Services Agreement ("MSA") is by and between Liberty Technology ("Provider") and City of Stockbridge ("Client"), as of the date signed below by both parties (the "MSA Effective Date").

The parties agree as follows:

STATEMENT OF SERVICES

Service Attachments

The specific services to be delivered by Provider and the fees for such services are described in one or more Service Attachments to this MSA. The services to be provided under the Service Attachments are the "Services." The Service Attachments identify the terms and conditions applicable to particular Services, as opposed to those generally applicable to all Services. Each Service Attachment includes a description of Services to be performed, applicable Service Fees, and Service-specific terms, conditions, responsibilities and delivery schedules. Except for Supplemental Services, and unless otherwise agreed in writing, the services to be delivered by Provider to Client are limited to those Services specifically described in the Service Attachments. In the event of any conflict between the terms of a Service Attachment and the terms of this MSA, the terms in the Service Attachment control.

FEES FOR SERVICES I PAYMENT TERMS

The specific fees for Services are set forth in the Service Attachments. Any services performed outside the Service Attachments will be at Provider's then-current time and material rates (a copy of the Current Service Rates is attached as Appendix A), unless otherwise mutually agreed to in writing by the parties.

Payment Terms

Client shall pay the amount reflected on any invoice as owed to Provider no later than forty five (45) days from the date of the invoice. Client shall pay a late charge of one and seven tenths percent (1.7%) per month (20.4% annually) or the maximum lawful rate, whichever is less, for all such amounts not paid within forty five (45) days following Client's receipt of any such invoice (the "Payment Deadline"). Client may pay by Electronic Funds Transfer, Credit Card, or Check . If Client disputes in good faith all or any portion of the amount due on any invoice, or if Client otherwise requires any adjustment to an invoiced amount, Client must notify Provider in writing, prior to the Payment Deadline, of the nature and basis of the dispute and/or adjustment. The parties shall use their reasonable best efforts to resolve the dispute prior to the Payment Deadline. However, if the parties are unable to resolve the dispute prior to the Payment Deadline, Client nevertheless shall pay the entire invoiced amount to Provider by the Payment Deadline. If it is ultimately determined that such amount should not have been paid by Client to Provider, Provider shall either (1) apply a credit equal to such amount on Client's next invoice or (2) if a new invoice is not forthcoming, such credit shall be refunded to Client.

Suspension of Service

If Client fails to pay all amounts owed to Provider under this MSA when due, then upon at least ten (10) business days prior written notice to Client, and in addition to any other remedies available at law or in equity, Provider may suspend Services under this MSA until full payment is made. However, Provider may not suspend Services if Client is working diligently and in good faith to resolve a dispute regarding the amount owed. Following any suspension of service under this

provision, and after Client makes full payment to Provider, Provider shall restore the Services after validating that all components to be monitored and/or managed under any applicable Service Attachment comply with Provider's level of security, updates and best practices. Client shall pay a "Reactivation Fee" for such restoration equal to $250.00, plus any costs incurred to restore Client's environment to the state existing prior to suspension at Provider's then-current hourly rates. Provider's right to suspend Services under this section is in addition to Provider's right to terminate this MSA for non-payment.

Taxes

All charges and fees to be paid by Client are exclusive of any applicable sales, use, excise or services taxes ("Taxes") that may be assessed on the provision of the Services. In the event that any Taxes are assessed on the provision of any of the Services, Client shall pay the Taxes directly to the taxing authority or shall reimburse Provider for their payment. However, in no event shall Client pay or reimburse Provider for the payment of occupation taxes or taxes based upon gross receipts. The parties shall cooperate with each other in determining the extent to which any Taxes are owed, and shall provide and make available to each other any resale certificates, information regarding out-of-state use of materials, services or sale, and other exemption certificates or information reasonably requested by either party.

TERM AND TERMINATION

Term

This MSA commences on the MSA Effective Date and will remain in effect until the earlier of (a) expiration of any Service Attachments referencing this MSA, or termination of this MSA as provided in this MSA. Liberty Technology agrees to provide annual extensions for the following 4 years as requested and agreed to by both parties.

Termination

(a) Either party may terminate this MSA for any reason upon at least 60 days advance, written notice given to the other party.

(b) Unless it is terminated in accordance with subsection (c) below, pursuant to O.C.G.A. § 36-60-13, this MSA shall commence on its Effective Date and it shall terminate absolutely and without further obligation on the part of the Client at the close of the fiscal year in which it was executed and renew on the first day of the next fiscal year. Unless it is terminated in accordance with subsection (b) below, this MSA shall further terminate at the close of each succeeding fiscal year for which it may be renewed.

(c) Renewal of this MSA will occur unless Client terminates it according to the following process: Client shall determine no less than forty-five (45) days prior to the end of the fiscal year whether or not said contract shall be renewed for the following fiscal year. Such determination shall be made at the sole discretion of Client and may depend on factors such as budgeted funding for the following fiscal year, performance of Liberty Technology under the MSA during the current fiscal year, or any other such factors Client may choose to consider. Client shall notify Liberty Technology in writing of Client's decision not to renew this MSA no less than thirty (30) calendar days before the end of the current fiscal year. Notwithstanding anything contained above, this MSA shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of Client under the MSA.

This MSA is not deemed to create a debt of the Client for the payment of any sum beyond the fiscal year of execution or, in the event of renewal, beyond each fiscal year of renewal.

(d) Termination of this MSA will not, by itself, result in the termination of any Service Attachments, and this MSA will remain in effect notwithstanding any such notice of termination unless and until all Service Attachments are terminated or expire according to their terms.

NON-DISCLOSURE AND CONFIDENTIALITY

Confidential Information

Each party acknowledges that it and its employees or agents may be exposed to or acquire information that is proprietary or confidential to the other party. Each party shall hold such information in strict confidence and shall not disclose any such information to any third party. Such "Confidential Information" includes: (a) any technical information, design, process, procedure, formula, or improvement, as well as any formulae, specifications, designs, business or work processes and procedures, instructions, and other data relating to the development, production of any work done specifically for the Client; and (b) any business plans and financial information, regardless of whether such information would be protected under the common law.

Non-Confidential Information

Notwithstanding the preceding provision, Confidential Information does not include:

- Information that at the time of disclosure is, without fault of the recipient, available to the public by publication or otherwise;
- Information that either party can show was in its possession at the time of disclosure and was not acquired, directly or indirectly, from the other;
- Information received from a third party with the right to transmit same without violation of any secrecy agreement with the other party; and
- Information that must be disclosed pursuant to court order or by law.

Confidential Agreement

No copy of this MSA, discussions, negotiations, terms or conditions relating to the MSA, or any other information relating to this MSA may be disclosed to any third party, except by reason of legal, accounting or regulatory requirements, without the prior written consent of the parties hereto.

PROVIDER REPRESENTATIONS

Service Warranty

Provider warrants that the Services will be performed in a professional and workmanlike manner and that they will be in conformance with the requirements of any applicable Service Attachment. All Services will be deemed to be accepted unless Client notifies Provider in writing within ten (10) working days after performance that the Services did not conform to this warranty. Provider promptly will correct any non-conformities and will notify Client in writing that the non-conformities have been corrected.

Disclaimer of Warranty

EXCEPT FOR THE EXPRESS WARRANTY STATED ABOVE, Provider DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

NO HIRING

Throughout the term of this MSA and for a period of one year after the termination or expiration of this MSA, Client and Provider shall not employ, solicit or offer employment, either directly or indirectly (including without limitation, through the use of any third party) to any employee of the other, without the prior written consent of the other. Both parties acknowledge that injury resulting from any breach of this provision would be significant and irreparable and that it would be extremely difficult to ascertain the actual amount of damages resulting form such breach. Therefore, in the event either party violates this provision, that party shall pay to the other an amount equal to 150% of the affected employee's total annual compensation as liquidated damages. The amount of such liquidated damages is not intended as a penalty and is reasonably calculated based upon the projected costs the injured party would incur to identify, recruit, hire and train suitable replacements for such personnel.

INDEMNIFICATION

By Client

To the extent provided by law, Client shall defend, indemnify and hold Provider harmless against all claims, damages, liabilities, liens or claims of lien, fines, penalties, demands, actions, judicial or administrative proceedings, investigations, settlements, losses and expenses (including, but not limited to reasonable legal fees, investigative fees, subpoena and witness costs, litigation related expenses and PUNITIVE DAMAGES), associated with the defense or settlement of any claim that:,

- Provider's use, access or modifications of any software that Client has requested Provider use, access or modify as part of the Services infringes any patent, copyright, trademark, trade secret or other intellectual property right, or
- Client's use of any Services in violation of any provisions of, or Client representations in, the Service Attachments under which Provider provides such Services to Client violates any law or infringes any patent, copyright, trademark, trade secret or other intellectual property right.
- Arises out of or relates to Client's representation that it has title, license, or rights to use, access, or modify and has license or rights to permit Provider to use, access, or modify any software that Client has requested Provider use, access or modify as part of the Services

Client further shall pay any judgments or settlements based on any such claims.

By Provider

Provider shall defend, indemnify and hold Client harmless against all claims, damages, liabilities, liens or claims of lien, fines, penalties, demands, actions, judicial or administrative proceedings, investigations, settlements, losses and expenses (including, but not limited to reasonable legal fees, investigative fees, subpoena and witness costs, litigation related expenses and PUNITIVE DAMAGES), associated with the defense or settlement of any claim that any of the Services or deliverables provided by Provider infringe any patent, copyright, trademark, trade secret or other intellectual property right, and Provider shall pay any judgments or settlements based on any such claims.

LIMITATION OF LIABILITY

EACH PARTY'S LIABILITY UNDER THIS MSA IS LIMITED TO ANY ACTUAL, DIRECT DAMAGES INCURRED BY THE OTHER PARTY AND IS FURTHER LIMITED TO THE PROCEEDS OF INSURANCE

AVAILABLE TO THE PARTY AT FAULT UNDER ITS THEN CURRENT POLICIES. IN NO EVENT IS EITHER PARTY TO BE HELD LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES OR CLAIMS, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST SAVINGS, LOST PRODUCTIVITY, LOSS OF DATA, AND LOSS FROM INTERRUPTION OF BUSINESS, EVEN IF PREVIOUSLY ADVISED OF THEIR POSSIBILITY AND REGARDLESS OF WHETHER THE FORM OF ACTION IS IN CONTRACT, TORT OR OTHERWISE.

EXCEPT AS OTHERWISE PROVIDED IN ANY APPLICABLE SERVICE ATTACHEMENT OR SERVICE LEVEL AGREEMENT, UNDER NO CIRCUMSTANCES WILL PROVIDER BE LIABLE FOR ANY COSTS ASSOCIATED WITH INTERRUPTIONS OF SYSTEM AVAILABILITY OR DATA LOSS.

GENERAL

Notices

Except as otherwise provided under this MSA, all notices, demands or requests to be given by any party to the other party shall be in writing and shall be deemed to have been duly given on the date delivered in person, or sent via fax, courier service, electronic mail, or on the date of the third business day after deposit, postage prepaid, in the United States Mail via Certified Mail, return receipt requested, and addressed as set forth below:

If to Provider, to:
Liberty Technology
Ben M Johnson
120 East Taylor Street
Griffin, GA 30223
P: 7702299424
F: 7702299464
billing@libertytech.net

If to Client, to:
City of Stockbridge
Michael Harris
4640 North Henry Blvd.
Stockbridge, GA 30281
Attn: Michael Harris
Email: mharris@cityofstockbridge-ga.gov

Force Majeure

Neither party is liable for any delay or failure in performance due to any cause that is beyond such party's reasonable control and for which it is without fault or negligence, including, but not limited to, acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts affecting facilities other than facilities of a kind commonly protected by redundant power systems, unless such redundant power systems are also affected by any Force Majeure condition, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers (the "Affected Performance"). Upon the occurrence of a condition described, the party whose performance is affected shall give written notice to the other party describing the Affected Performance, and the parties promptly shall confer, in good faith, to agree upon equitable, reasonable action to minimize the impact on both parties of such condition. If the delay caused by the force majeure event lasts for a period of more than thirty (30) days, the parties shall attempt to negotiate an equitable modification to this MSA or any affected Service Attachment pertaining to the Affected Performance. If the parties are unable to

agree upon an equitable modification within fifteen (15) days after such thirty (30) day period has expired, then either party may serve thirty (30) days' written notice of termination on the other party with respect only to the Affected Performance. If the force majeure event for the Affected Performance is continuing upon the expiration of such thirty (30) day notice period, only the portion of this MSA or any applicable Service Attachment relating to the Affected Performance will terminate. Client shall pay Provider for that portion of the Affected Performance that was completed or that was in the process of being completed through the effective termination date of the Affected Performance.

Waiver

No delay in exercising, no course of dealing with respect to, and no partial exercise of, any right or remedy hereunder will constitute a waiver of any right or remedy, or future exercise thereof.

Assignment

Neither party may assign this MSA or any of its rights or obligations hereunder without the prior written consent of the other party.

Survival

The duties and obligations of the parties with respect to proprietary rights, intellectual property rights, and non-disclosure and confidentiality will survive and remain in effect, notwithstanding the termination or expiration of this MSA.

Amendment

This MSA may be modified or amended only by a writing signed by both parties.

Participation in Federal Work Authorization Program

Provider shall participate in the federal work authorization program throughout the contact period, as provided in O.C.G.A. § 13-10-91. Provider shall be required to, at the time of the contract, provide a signed, notarized affidavit, attesting that it has registered with, is authorized to use, and uses the federal work authorization program; it will continue to use the federal work authorization program throughout the contract period; and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit containing the above information. Further, to the extent that a subcontractor is utilized, the Subcontractor's federal work authorization program user identification number and the date of authorization shall be included in the affidavit.

Governing Law

This MSA is to be governed by and construed in accordance with the laws of the State of Georgia.

Severability

If any term or provision of this MSA is declared invalid by a court of competent jurisdiction, the remaining terms and provisions will remain unimpaired, and the invalid terms or provisions are to be replaced by such valid terms and provisions that most nearly fulfill the parties' intention underlying the invalid term or provision.

Entire Agreement

This MSA and the Service Attachments set forth the entire understanding of the parties with respect to the subject matter hereof and is binding upon both parties in accordance with its terms. There are no understandings, representations or agreements other than those

set forth herein and in the Service Attachments. Each party, along with its respective legal counsel, has had the opportunity to review and modify this MSA. Accordingly, in the event of any ambiguity, such ambiguity will not be construed in favor of, or against either party.

The parties, acting through their authorized officers, hereby execute this MSA.

FOR **Liberty Technology**		FOR **Client**	
Signature:		Signature:	
Printed Name:	Ben Johnson	Printed Name:	Michael C. Harris
Title:	CEO	Title:	City Manager
Signature Date:	1/7/2016	Signature Date:	Jan 7, 2016

Attest		Approved As To Form	
Signature:	Vanessa Holiday	Signature:	
Printed Name	Vanessa Holiday	Printed Name:	Michael Williams
Title:	City Clerk	Title:	City Attorney
Signature Date:	1-7-2016	Signature Date:	1-7-2016

VANESSA K HOLIDAY
COM. EXP.
NOTARY
PUBLIC
DEC. 22, 2018
HENRY COUNTY, GEORGIA

12/22/2018

RESOLUTION R15-676

A RESOLUTION AUTHORIZING THE ENTERING INTO A CONTRACT WITH LIBERTY TECHNOLOGY FOR THE PROVISION OF INFORMATION TECHNOLOGY SUPPORT SERVICES; AUTHORIZING THE CITY CLERK TO ATTEST SIGNATURES AND AFFIX THE OFFICIAL SEAL OF THE CITY, AS NECESSARY; REPEALING INCONSISTENT RESOLUTIONS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Stockbridge ("City") is a municipal corporation located within Henry County, Georgia duly organized and existing under the laws of the State of Georgia and is charged with providing public services to residents located within the corporate limits of the City; and

WHEREAS, the City finds it necessary and desirable to enter into a contract for the provision of information technology support services with Liberty Technology.

THEREFORE, IT IS NOW RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE, GEORGIA, AS FOLLOWS:

1. **Approval of Execution.** The City hereby approves the contract for information technology support services, attached hereto as Exhibit A and the Mayor is hereby authorized to execute said contract with such changes as are recommended by the City Attorney.

2. **Documents.** The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate the amendment, subject to approval as to form by the City Attorney.

3. **Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable or non-binding, that shall not affect the remaining portions of this Resolution.

4. **Repeal of Conflicting Provisions.** All City resolutions are hereby repealed to the extent they are inconsistent with this Resolution.

5. **Effective Date.** This Resolution shall be effective on the date of its approval by the City Council and Mayor as provided in the City Charter.

SO BE IT RESOLVED this 14th day of December 2015.

Alphonso Thomas
ALPHONSO THOMAS, Mayor Pro Tem

ATTEST:

Vanessa Holiday (SEAL)
VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:

MICHAEL WILLIAMS, City Attorney

Liberty Technology

City of Stockbridge - Information Technology Support Services

RFP#201507-01

Fee & Cost Data

Please provide all fees associated with this proposed contract for services, to include:

All fees associated with this proposed contract.

Equipment	Total Bid
Servers	$1400
Desktops	$3250
Networks	$600
Offsite Backup	$1000

Managed services	$6250.00/per month
On-Site Personnel Provided by Liberty Technology (3 Days/Week - Council Meetings and Special Called Sessions)	$4272.00/per month
	$10522/per month

Specific Breakdown

Desktops - $50/month
Networks - $100/month
Servers - $100/month
Server Backup - included in Server Monthly Fee
After Hours - onsite or hourly rate for services not included in monthly service agreement -$150/hour
On-boarding, orientation and account creation fee equal to one month of service. $10522.00

COS: M. [illegible] 1/7/16

LIBERTY: [illegible] 1/7/2016

Included Services

Instructional Technology Support
System/Data Administration
Network/Operations Support
Advocacy for Innovation with Technology
Technology Strategic Planning & Implementation
Project Design & Management
Install, Configure and Troubleshoot Computer Equipment and Peripheral Hardware
Furnish Technical Support Services After Business Hours To Resolve Emergency System Issues
Coordinate With Software and Hardware Vendors to Resolve System Issues
Prepare Baseline Assessment of System Deficiencies and Recommendations for Improvement
Assist in Evaluation of Specific Software and Hardware Products
Server Monitoring and Backups
Provide Monthly Status Reports Including:
- Status of Ongoing and Upcoming Projects
- Trouble Tickets-Number of Tickets, Report Issues, etc.
- Noteworthy Network Device Downtime
- Server Issues-Limited Disk Space, Downtime, etc.
- Reports Made Available Online and on Paper as Required

EXCLUDED SERVICES

Management of internal Accounting or Business processes
Parts/Systems needed for out of warranty repairs
Net new IT purchases and the implementation of new computers, servers or new IT infrastructure
Copier and Telecom support is available but would be covered in a separate agreement

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Management of internal Accounting or Business processes
Parts/Systems needed for out of warranty repairs
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Copier and Telecom support is available but would be covered in a separate agreement

Details of ongoing monthly or yearly fees and what is included and excluded.

Additional Included Services

Day to Day Operations
Employee Account management (hires/fires/change)
Regularly scheduled PC refreshes per County policy

Network Management
Firewall Management
WAN Connections Management
Switch & Router Management
Wireless Network Management

Server Monitoring and Support
Server Support & Administration
DAS/NAS/SAN Management and Support

Workstation Monitoring and Support
Remote Support
Onsite Support

IT Advisor Services
Minimum quarterly meetings with lead team as desired
Review agency policies and procedures as they relate to IT and make recommendations to ensure they meet agency and other requirements
Lead in forming and maintaining Strategic IT plan on a yearly basis or as needed

Procurement Services
Advise on proper equipment to meet agency needs (best fit, best value)
Assist in getting discounted pricing, purchasing, license maintenance, and purchasing strategy to maximize value

Vendor Management
Manage relationship with external vendors

Included Software/Cloud Services
CITY-WIDE AT NO CHARGE

Endpoint Security – Including Antivirus & Antispyware
Email SPAM Filtering – Powered by Cisco Cloud Email Security
Email Encryption – Powered by Cisco Cloud Registered Email Service

Additional Included Services	Terms
DNS Level Security Local and Wide Area Network Design, Configuration and Support Internet Access and Security Email Infrastructure & Support Application Management Infrastructure Support Network Security Disaster Recovery On-Site and Remote Client Service 24/7 System Monitoring and Response On-Site Services as Required Server Management & Support including VMware Infrastructure Backup Monitoring Anti-virus Monitoring & Support	Liberty Technology reviews the actual count of infrastructure in production quarterly, with a 30-day lookback. Pricing will not increase or decrease if infrastructure variance per line item is less than 10% of initial contract quote. Services are pre-billed and are sent up to one month prior to due date. Due date is the first day of the billing cycle. Quarterly billing cycle or Annual (see Annual Payment Incentive details). Pricing is good for a five-year period, with annual renewals. Liberty Technology reserves the right to increase pricing annually based on cost of living, not to exceed 6% per year.

Annual Payment Incentive

Liberty Technology includes an additional month of service at no charge when clients pay an annual fee. This is effectively a 9% discount for annual payment but is provided by the delivery of
12 months of service for payment of 11 months and not as a reduction in the annual fee.