

**CITY OF GRANTVILLE
CITY COUNCIL MEETING AGENDA
MONDAY, DECEMBER 20, 2021, at 6:30 P.M.
Glanton Municipal Complex, City Council Chambers, 123 Lagrange Street
Grantville, Georgia 30220**

Meeting will be available by Audio Conference Dial: 425-436-6364 Access Code: 336977#

Call to Order

Invocation

Pledge of Allegiance

Citizen Comment Regarding Agenda Items

Approval of Agenda

Approval of Minutes City Council Meeting Minutes November 22, 2021

City Council Work Session Meeting Minutes December 13, 2021

Discussion/Decision to appoint Rodney Mowery to the Historic Preservation Commission to replace Billy Hand who resigned and whose term would have expired on 1/17/2023.

Discussion/Decision on amending Zoning Ordinance/Subdivision regulations: increase minimum floor area (square footage) for single-family detached dwellings; increase the minimum lot area for single family residential homes; increase the amount of green space required; and require underground utilities with conduit for fiber optics

Discussion/Decision on contract with VC3 to provide managed IT Services commencing February 1, 2022

Discussion/Decision on Allocating up to \$10,000 of 2019-2024 SPLOST Historic Preservation funds to rehabilitate/renovate/refurbish the deterioration in the Grantville Cemetery

Discussion/Decision on Resolution No. 2021-11 Defeated Agenda Items Vetoed by Mayor on November 24, 2021

Discussion/Decision on Resolution No. 2021-12 Reconsideration of Defeated Agenda Items

Discussion/Decision on Resolution No. 2021-13 Approving and Authorizing Submission of an Application for a Grant to the USDA 2021/2022 Rural Business Development Grant Program to Renovate the Freight Depot for Use as a Food Pantry/Community Center

Discussion/Decision on revised Resolution No. 2021-14 Approving Premium Pay for City Employees/Essential Workers with Exhibit A attached

Citizen Comments

City Council and Staff Comments

Adjournment



RECEIVED
11/17/21 JMA
11:10 AM

City of Grantville Application for Commissions & Boards

Please note: This application is considered to be public record

Date:

I am interested in being considered for appointment to the following commissions and boards:

Historic Preservation Commission

Planning Commission

Ethic Board

Name of Applicant: RODNEY H. MOWERY

Home Address: 82 GRADY SMITH ST.

City: Grantville State: GA Zip Code: 30720

Home Phone: (770) 583-2804 Email: MOWERY@AOL.COM

Number of Years as Grantville Resident? 22 YRS 11 Mths

Nominated by (if not by self): SELMA CODY

Occupation: RETIRED Business/Company Name: _____

Work Address: _____ City: _____ Zip Code: _____

Work Phone: _____ Fax Number: _____

Preferred Mailing Address: ___ Home ___ Work

Do you currently serve on any Grantville Commissions/Boards? ___ Yes No

If so, which one(s)? _____

Degrees earned and schools attended: _____

Professional experience (including professional memberships and previous employment):

Community Activities (including civic clubs, volunteer activities, service organizations, etc): GRANTVILLE KIWANIS

Comments/special qualifications: I LIVE IN PART OF THE HISTORIC PART OF THE CITY & I WOULD LIKE TO SEE THE HISTORIC CITY KEPT UP.

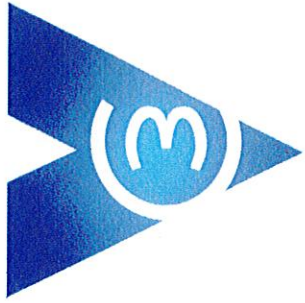
Why do you want to serve on this commission/board? YES

Thank you for your interest in volunteering to serve on a City of Grantville commission or board! The duties and responsibilities vary greatly, however members are expected to attend all regularly scheduled meetings (most commissions/boards meet once monthly). Additional responsibilities will often include conducting independent research outside of these regular meetings in furtherance of the goals and objectives of the commission or board.

Instructions for Submitting Completed Application

Once the application form has been completed please turn into City Hall.

Signature: Rodney H. Mowery Date: 11-17-2021



service

advantage

proactive | comprehensive | strategic



GRANTVILLE

GEORGIA

Technology Solutions Overview

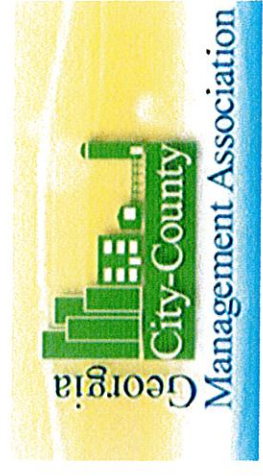
November 10, 2021



VC3 Background

Extensive Local Government IT Experience

- Relationships with 340+ municipalities, counties, COGs
- Focused on small and medium local gov't (10-500 users)
- **Over 27 years experience**
- Broad suite of technology solutions
- 175+ employees
- Four offices across the Southeast
 - GA, SC, NC, TN
- Endorsed Technology Partners



VC3 Solutions

A Broad Menu of Choices!

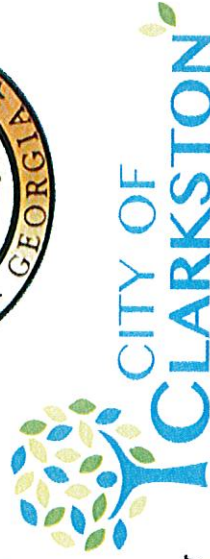
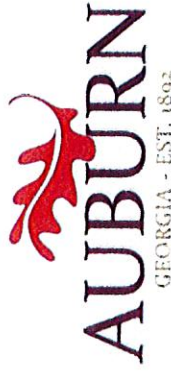
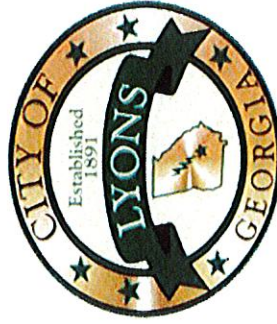
- **Managed Services** — *all IT*
- Hosted VoIP Telephone Solutions
- Cloud Based Backups
- Disaster Recovery
- Website Design and Hosting
- Technology Assessments
- Certified SharePoint Consulting
- Application Development
- 100% CJIS Certified Staff



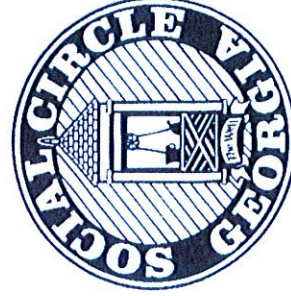
GA Customer References



Powder Springs Day



where possibilities grow



We heard you say....???

- We want a proactive approach vs being reactive
- Concerns around security – no backups
- Have issues with current provider – slow to respond
- Want someone to handle everything - end to end
- No holistic plan/roadmap
- Want to advance ourselves with IT



service advantage

COMPONENTS



Service Desk Support



Onsite Support



Planning & Reports



Security



**Server & Network
Monitoring**



Server & Network Administration



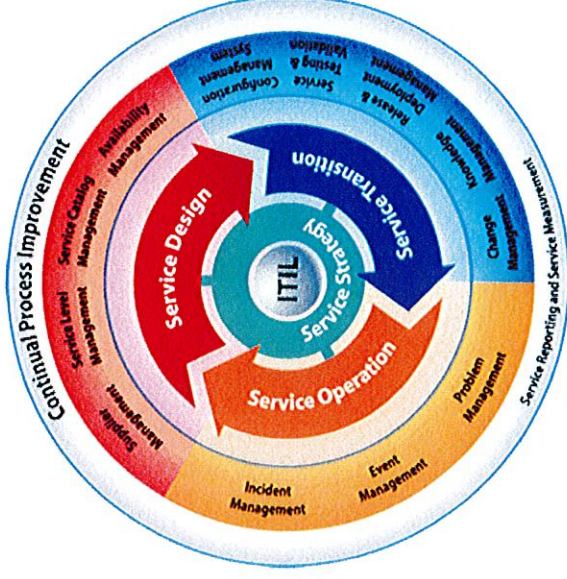
**Virtual Chief
Information Officer (VCIO)**





Service Desk Support

- Server and network support
- Industry standard best practices – ITIL
- 7x24 access via web and phone
- Primary Engineer
- User Contacts VC3 Service Desk directly
 - Web-Access Via Desktop Tray Icon
 - Phone: 800-422-5941
 - Email
 - Chat Assist





Security

- Whether you have 10 employees or a thousand, in today's climate you must always be vigilant around the protection and security of your data. VC3 has developed an overall security framework that ensures you are addressing the following three primary aspects of a comprehensive strategy:
 - Prevention
 - Detection
 - Response





Virtual Chief Information Officer (VCIO)

VCIO Responsibilities

- Budgeting (annual)
 - Assist in developing an annual technology budget
- Analyze IT Health Data (monthly)
 - Use data to proactively resolve issues and potential risks
- Strategic Planning (annual)
 - Roadmaps for improved business process
 - Recommendations targeting **maximizing technology investment**





Planning & Reports

- Your dedicated VCIO:
 - Provides **strategic direction**
 - Provides management of processes required for an efficient network
 - Will work with you to ensure every “technology” dollar is spent toward your goal
 - Provides **recommendations and prioritization of projects & budget**
- Provides regular reports:
 - Ticket activity, status, and metrics
 - Infrastructure status
 - Trending reports and analysis
 - Maintenance EOL status and warranty information
 - PC/software/network lifecycle report

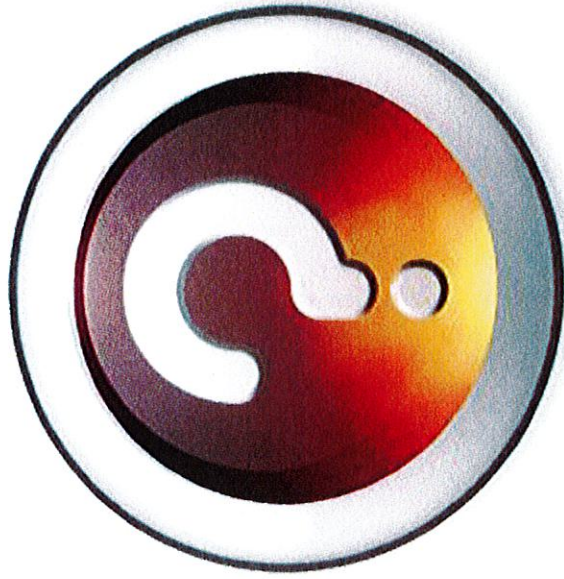


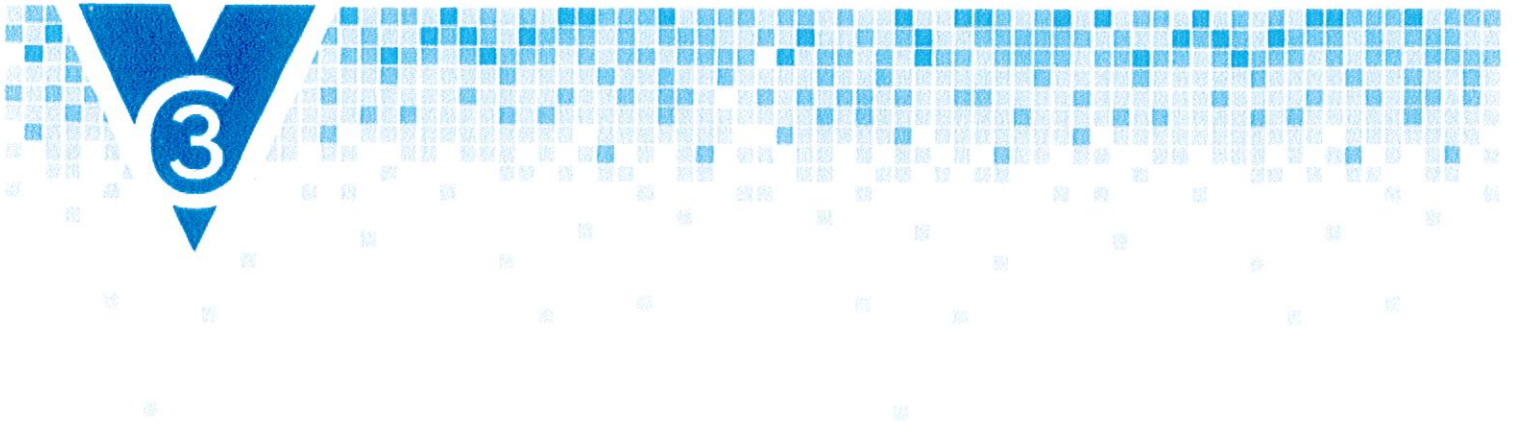
Strategic Planning



ICM: \$1850.00/month

~~UCB~~ 4300.00/month one time: \$300 implementation fee
UCB.





City of Grantville, GA

Service Advantage Work Order

Under the Master Services Agreement dated:



Table of Contents

Overview of Work Order	3
Summary of Scope of Services & Fees	3
Deliverables & Services.....	5
Exclusions	7
Client Responsibilities.....	8
Assumptions	8
Invoicing	9
Addendum A – Service Desk Priorities.....	10
Addendum B – Maintenance Windows.....	12



Overview of Work Order

This Work Order is part of, and incorporated into, the Master Services Agreement between City of Grantville, GA and VC3, Inc. and is subject to the terms and conditions of the agreement and any definitions contained in the Agreement. If any provision of this Work Order conflicts with the Agreement, the terms and conditions of the Agreement shall control.

Summary of Scope of Services & Fees

VC3 will provide the following services listed in Tables A and B. Recurring services, if included, shall be provided for 36 Months, starting from the date of the first recurring invoice (Effective Services Start Date), unless terminated in accordance with the terms of this work order or the Master Services Agreement.

VC3 will audit the Client's usage of units on a monthly basis; for each unit found in excess of the amount listed in Table A, VC3 will increase the monthly fee by the corresponding amount indicated in Table A. Reductions in Units above the minimum threshold will be reflected on the invoice within 30 days of service removal. Additional services may be added at any time during the life of this contract at the unit rates listed below.

(See tables on next page)



Table A: Services & Fees

Description	Units	Unit Price	Monthly Fee	One-Time Fee	Annual Fee
SA Support Seats	29.00	\$107.75	\$3,124.75	\$0.00	\$0.00
Server(s) - SA/SAL <i>Physical or virtual server that is running a server operating system.</i>	3.00	\$202.02	\$606.06	\$0.00	\$0.00
VC3 Backup - Server <i>VC3 Managed Backups per Server</i>	3.00	\$32.00	\$96.00	\$0.00	\$0.00
VC3 Backup - GB <i>Per GB data stored in backup repository. This number is an estimate and will vary from month to month depending on how much data is backed up, data optimization, and client retention requirements.</i>	3,000.00	\$0.05	\$150.00	\$0.00	\$0.00
Office 365 Products					
Microsoft 365 Apps for business <i>Office 365 desktop license included; no email</i>	10.00	\$8.25	\$82.50	\$0.00	\$0.00
Exchange Online (Plan 1)	30.00	\$4.00	\$120.00	\$0.00	\$0.00
Exchange Online (Plan 2)	5.00	\$8.00	\$40.00	\$0.00	\$0.00
Managed Security					
Advanced E-Mail Security Bundle <i>Email security licenses to include: Advanced Anti-Spam, URL Defense, Data Loss Prevention & E-Mail Encryption</i>	35.00	\$3.75	\$131.25	\$0.00	\$0.00
Total Services Monthly:			\$4,350.56		

Notes:

- Prices shown above are valid for 30 days from date of work order.

Table B: Summary of Fees

One-Time Fees*	Monthly Fees	Annual Fees
\$4,350.56	\$4,350.56	\$0.00

* One-Time fees may include implementation if required.



Deliverables & Services

Service Advantage

VC3 will supply the necessary qualified resources to manage the IT Services of the client as defined below.

Included Devices: 'Included Devices' will be defined as applicable devices associated with the unit quantities stated in Table A.

VC3 will provide the following functions and services as part of this Work Order:

A. 24x7 Monitoring and Incident Response Services:

1. Provide 24X7 Incident response services for all included devices.
2. Track all incidents through an ITIL (Information Technology Infrastructure Library) based Service Desk system. All requests will be prioritized and processed per the 'Priority' guidelines listed in Addendum A.
3. Provide 24x7 collection of performance data for the client's included server and network devices per VC3's best practices.
4. Provide 24X7 response to critical event driven Incidents.
5. Utilize industry best practices for remote access, control and management of all devices.
6. VC3 First Call Resolution Center (FCR) is staffed from 7:00am to 6:00pm Monday through Friday.

B. Application Support:

1. Provide support client licensed 3rd party applications. If it is determined from the initial discovery and/or from third-party application vendors that an application requires additional servers, licensing or support resources, additional monthly costs may be required before the application can be supported.

C. Proactive Services:

1. **Backup Management:** Monitor and maintain customer provided backups for supported devices. For VC3 provided hosted virtual servers VC3 will provide, monitor, and maintain at least two weeks of daily backups (Monday-Friday).
2. **Patch Management:** Perform maintenance activities on included devices such as the application of vendor provided software and firmware updates.



3. **Antivirus and Support Tools:** Deploy VC3 Remote Support and Anti-Virus agents to all applicable included devices.
4. **Anti-Spam:** Provide Spam filtering for all inbound mail.

D. **VCIO Services:**

VC3 will provide the client with a named 'VCIO' or Virtual Chief Information Officer.

1. **Budgeting:** The VCIO will work with the client to develop an annual technology budget for recurring expense items and new capital requirements in alignment with organizational goals.
2. **Strategic Planning:** The VCIO will recommend technology solutions as well as provide roadmaps that support key business processes in order to help the client leverage technology appropriately. The VCIO will work with the client as part of the annual planning process to understand the current business drivers and goals and make recommendations targeted toward maximizing the effectiveness of the client's technology investment.
3. **Analyze IT Health data:** The VCIO will perform a periodic analysis of the data collected by VC3's monitoring systems to proactively resolve issues and assess potential risks within the environment. The VCIO will make this analysis available to key stakeholders and provide direction on business decisions regarding the level of investment.

E. **Hardware as a Service**

1. Seats can be increased or decreased to reflect staff headcount changes. If a seat is dropped within the first twelve months of activation a drop fee of three times unit cost will be assessed.
2. Packages can be upgraded, and unit counts will be updated accordingly.
3. Devices will be replaced based on the refresh cycle selected for that device and when the device was put into service.
4. VC3 will provide replacement components with substantially same or better performance as the original for failures on Hardware-as-a-Service equipment that occur because of internal equipment defects or end of life failure. The model and manufacturer of replacement devices may vary depending on device availability and lifecycle.
5. For mobile computers ie. Laptops, accidental replacement coverage is included with a limit of one replacement per refresh cycle. For all other devices client is responsible



for cost of replacement or repair where damage is due to any factors other than internal defects or end of life failure – including abuse, accident, or environmental factors (for example, fire or flood damage).

F. Endpoint Detection and Response

1. Automated rapid response to advanced threats.
2. Behavioral AI to detect fileless attacks.
3. Roll back feature allows rapid recovery of infected endpoints.
4. OS firewall control to allow automatic termination of suspicious connections.
5. 24x7 Security Operations Center Monitoring.
6. Device network quarantine to prevent lateral movement.
7. Escalation and notification to VC3 of detected security incidents.

Exclusions

Items other than those included above are expressly excluded from the Services provided within this Work Order. The following exclusions and clarifications are intended to clarify the scope of services for this work order:

- A. Excluded services are those related to functionality upgrades, such as those required to evaluate, specify, purchase, and implement client system or server upgrades such as operating systems, Microsoft Office suite software unless included with a specific VC3 product, third party software deployments or upgrades, or equipment related to these services whose scope exceeds that defined above. VC3 will provide these services to the client on a Time & Materials Work Order basis at the rates outlined in the Master Services Agreement. If modification or replacement of a hardware device or component is required, client is responsible for all hardware and hardware vendor services costs, excluding VC3 owned hardware explicitly provided through this work order.
- B. Software development, training and project work, including client-owned PC upgrades and non-patch upgrades of software, are not included.
- C. When client requests services by VC3 not explicitly included in this agreement, they are agreeing to invoicing of said services per the terms outlined in the Master Services Agreement. For all services which incur additional hourly fees, VC3 will notify the client that these services are outside the scope of this work order and will receive approval from client prior to rendering these additional services.



Client Responsibilities

- A. Client will provide a primary point of contact for VC3 to work with on all services provided in this Work Order.
- B. Client is responsible for authorizing access for VC3 to sites that are owned / controlled by third parties.
- C. Client is responsible for proper disposal of client-owned devices.
- D. Client will make a best effort to maintain the minimum infrastructure requirements as defined by VC3.
- E. Client will maintain both hardware and software maintenance agreements with the source Vendor whenever possible to allow for ongoing access to security updates and to provide quick replacement of non-functioning components.
- F. Client must assign VC3 as their Microsoft Partner of record.
- G. Client is responsible for procurement and ownership of all licenses, maintenance, and vendor support agreements required for support of their third-party applications, excluding the Microsoft licensing explicitly included in the per seat packages identified in Table A.
- H. Third party tool licensing may be required for additional cost.

Assumptions

- A. The Work Order will not become effective unless and until it is agreed upon and signed by the Client and VC3.
- B. If VC3 is providing or managing Client 's Microsoft Licenses, then Client agrees to the Microsoft terms and conditions as stated in the Microsoft Customer Agreement found here: <https://www.microsoft.com/licensing/docs/customeragreement>
- C. VC3 will make reasonable efforts to resolve all issues remotely prior to dispatching an engineer onsite. Travel hours incurred will be invoiced according to the Master Services Agreement.

Invoicing

VC3 will invoice Client per Table C. VC3 will invoice the Client a pro-rated monthly fee based on any partial month of service plus the first full month of service on the effective services start date. All subsequent service months will be invoiced at the start of the month in which services are to be rendered. Services activated after the first of month may be invoiced on a pro rata basis the following month. Any taxes related to services purchased or licensed pursuant to this Work Order shall be paid by Client or Client shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes and freight charges shall be billed as a separate item on the invoice.

Unit rates will increase 3.00% annually on the anniversary of the Effective Services Start Date.

The terms of this work order will automatically renew for an additional term of equivalent length to the current active term unless notice of termination is provided to VC3 no fewer than 90 calendar days prior to expiration of the current active term.

Table C

Milestone Billing	Milestone Description / Date	Invoice Amount
One-Time Fees	Invoiced at signing of the Work Order.	\$4,350.56
Monthly Fee (36 Months)	Invoicing to begin when recurring services begin.	\$4,350.56
Annual Fee (36 Months)	Invoiced at signing of the Work Order.	\$0.00

**Refer to Table B for implementation fee and monthly fee amounts.*

VC3, Inc

City of Grantville, GA

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Addendum A – Service Desk Priorities

Incidents and Service Requests are triaged and prioritized to effectively resolve the most important issues in a timely manner. VC3 utilizes the following priorities, criteria and response metrics:

- A. **Priority 1:**
 - o System/device/service down causing work to cease and critical impact to the organization or a whole department; no workaround available; Client is in danger of or is experiencing a financial loss or the ability to make strategic business decisions is impaired; begin resolution activities immediately.
 - o **24x7 Support:** Priority 1 incidents will be addressed on a 24 hours a day, 7 days a week basis including holidays.
- B. **Priority 2:**
 - o System/device/service down causing work to cease and potential business impact for an individual user; no workaround available.
 - o Level of service degraded causing impact to the organization or a whole department; no workaround available.
 - o **24x7 Support:** Priority 2 incidents will be addressed on a 24 hours a day, 7 days a week basis including holidays.
- C. **Priority 3:**
 - o Level of service degraded causing impact to an individual user; no work around available.
 - o Operational impact to the organization or a whole department though work continues as a result of implementing a workaround or use of other system/device/service.
 - o A request to enable or configure a system/device/service within 2 business days.
 - o Incidents related to Backup system failures.
 - o **Business Hours Support:** Priority 3 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.
- D. **Priority 4:**
 - o Operational impact to the organization, department or user exists though work continues as a result of implementing a workaround or use of another system/device/service.
 - o A request to enable or configure a system/device/service within 5 business days.
 - o **Business Hours Support:** Priority 4 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.
- E. **Priority 5:**
 - o Operational impact to the organization, department or user is minimal or is mitigated by a reliable workaround.
 - o A request to enable or configure a system/device/service beyond 5 business days from the date of the request.
 - o Requests that have longer lead times to implement than possible within 5 business days.
 - o **Business Hours Support:** Priority 5 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.



Call Priority	Initial Client Contact Guidelines	Initial Client Contact Percentages
1	30 Min	95%
2	60 Min	95%
3	4 business hours	95%
4	8 business hours	95%
5	8 Business Hours	95%



Addendum B – Maintenance Windows

All work performed within VC3's Hosting Infrastructure is a form of maintenance. Such work may or may not result in a disruption of service depending on the scope of the activity.

1. **Scheduled Maintenance:** All planned work performed on VC3's Hosting Infrastructure by VC3 engineers or staff is defined as "Scheduled Maintenance".
During Scheduled Maintenance, some or all of VC3's Hosting Infrastructure may be out of service and therefore may not be accessible to users. Regularly Scheduled Maintenance will occur on Mondays between 2 AM and 5 AM. A 15-minute downtime is expected during this window. If Client has a business need to avoid said outage, they must provide their request via the VC3 Service Desk ten business days in advance.
 - a. **Notification:** If VC3 decides to perform Scheduled Maintenance beyond the standard 15-minute downtime, Client will be notified via email ten business days before the Scheduled Maintenance window.
2. **Emergency Maintenance:** All work performed in response to a disruption or a threat to the availability of a component of VC3's Hosting Infrastructure within the control of VC3 is defined as "Emergency Maintenance".
Emergency Maintenance will be conducted based upon the timeframe that the emergency exists. Normal business hours will see an immediate response. For issues that occur during non-business hours, the impact of the event will be evaluated as soon as possible, and appropriate measures taken to return the system to normal availability.
 - a. **Notification:** Client will be notified via email should Emergency Maintenance be necessary.
3. The VC3 Hosting Infrastructure includes is not limited to the following areas: E-mail hosting, server hosting, website hosting, Content Management System, Hosted Applications, Internet Service Provider, Hosted Voice, and custom application hosting.



November 11, 2021

Dear City of Grantville, GA,

As an important client to VC3, Inc., we would like to invite you to participate in our payment plan using the Automated Clearing House (ACH). In lieu of cutting a check or processing a credit card transaction for goods and/or services, your company's payment will be drafted via electronic transfer and automatically debited from your account at your financial institution. ACH will be used for all invoices, including new and previous agreements, and time and material invoices with VC3. The ACH Payment program has proven to be an efficient and cost-effective mechanism for making payments, increasing payment security, and for eliminating the time lag caused by standard mail. In addition, outstanding invoices are paid without any manual hassles.

You will still receive an invoice as usual. Upon receipt of your invoice, your company will have 15 calendar days to review the outstanding payable. If no changes are needed, an ACH bank draft will be initiated on the next scheduled bank draft day after the 15th calendar day review period (typically the following Thursday).

If there is a dispute on a charge, please email the invoice number and issue at hand to finance@vc3.com. This will freeze your automated ACH payment until the dispute is settled.

For your convenience we have enclosed an ACH Payment Authorization Form. Please use this agreement as consent for VC3 to directly withdraw funds from your financial institution.

Sincerely,

VC3, Inc.



ACH Payment Authorization Agreement

Company Name: City of Grantville, GA

We hereby authorize VC3, Inc., to initiate debit entries out of our checking account indicated below at the depository financial institution named below, hereafter called Depository. VC3, Inc. acknowledges that the origination of ACH transactions out of the account must comply with the provisions of U.S. law.

Bank Name: _____

City: _____ State: _____ Zip: _____

Routing Number: _____ Account Number: _____

Account Type: _____

This authorization is to remain in full force and effect until VC3, Inc. has received written notification of its termination, in such time and in such manner as to afford VC3, Inc. a reasonable opportunity to act on it.

Name: _____ Title: _____

Signature: _____ Date: _____

Remittance Contact: _____

Contact Email: _____

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into as of this ____ day of _____, _____ (the "Effective Date"), between VC3, Inc., a Delaware corporation having its principal place of business at 1301 Gervais Street, Suite 1800, Columbia, SC 29201 ("Company"), and City of Grantville, GA, a Municipal having its principal place of business at 123 LaGrange Street Grantville, GA 30220. ("Client").

WHEREAS, Client desires to receive certain professional services from Company;

Client and Company hereby agree as follows:

1. Services To Be Performed.

1.1 **Services.** Company will provide computer system and network maintenance, software, consulting and professional services (the "Services") as mutually agreed to in a written executed attachment to this Agreement by Company and Client (a "Work Order"); provided however that the parties recognize that Company may from time to time provide Services to Client at Client's request without a Work Order, and in such cases, these Services shall be subject to and governed by the terms and conditions of this Agreement and performed by Company on a time and materials basis and invoiced at the hourly billing rates specified in Exhibit A.

1.2 **Form of Work Order.** Each Work Order will conform to substantially the following format:

(a) The Work Order will contain "Work Order" in the title.

(b) The contents of the Work Order may be included in the body of the Work Order, or in separately signed Attachments, as the parties consider most practical. The Work Order shall include a provision for the dated signatures of authorized representatives of both parties.

1.3 **Change Orders.** Client may request a change in the scope or nature of the Services in a Work Order at any time. However, changes to the scope of the Services in a Work Order can be made only in writing executed by both parties.

2. Charges for Services.

2.1 **Charges.** Company shall be entitled to compensation for the performance of the Services as stated in each Work Order. Unless otherwise expressly stated in a Work Order, Company's compensation will be based on direct labor hours charged at fixed labor rates. The Work Order may call for a budget of expected charges as a way for both parties to monitor performance. Except as otherwise expressly set forth in a Work Order, all Services that are identified to be rendered on a time and materials basis will be invoiced at the hourly billing rates specified in Exhibit A.

2.2 **Invoices.** Unless otherwise stated in a Work Order, payment for the Services is due monthly when and as performance is rendered. Company shall issue invoices to Client for charges when and as they come due. Client shall make payment to Company of all such invoices within thirty (30) days from the date of such invoice.

2.3 **Expenses.** Client shall pay Company for all reasonable expenses incurred by Company in the performance of the Services, including travel, living, and out-of-pocket expenses incurred pursuant to this Agreement.

2.4 **Effect of Late Payment.** All late payments by Client shall bear interest at a rate of one and one-half percent (1.5%) per month or partial month during which any sums were owed and unpaid, or the highest rate allowed by law, whichever is lower.

2.5 **Collection Costs.** Client shall reimburse Company for any expenses and costs it incurs to collect any amounts due to Company under this Agreement, including reasonable attorneys fees.

2.6 **Taxes.** Client shall pay directly, or reimburse Company for, and indemnify and hold Company harmless from, all taxes and tariffs assessed or levied by any governmental entity that are now or may become applicable to the Services or measured by payments made by Client to Company hereunder, or are required to be collected by Company or paid by Company to tax authorities including interest assessment thereon if such assessments are due to Client's actions or inactions. This includes, but is not limited to, sales, use, excise, gross receipt and personal property taxes, or any other form of tax based on services performed, equipment used by Company to perform services solely for Client, and the communication or storage of data, but does not include taxes based upon Company's net income.

3. **Term; Termination.** The term of this Agreement shall continue from the Effective Date until the earlier of (a) expiration of the term of all Work Orders referencing this Agreement or (b) termination of this Agreement as provided in this Agreement. Either party may terminate a Work Order or this Agreement, as applicable, for material breach by the other party of the Work Order or this Agreement, as applicable, which is not cured within 30 days from the receipt by the party in breach of a written notice from the other party specifying the breach in detail. Client shall be liable for payment to Company for all Services rendered prior to the effective date of any such termination. Expiration or termination of any Work Order or this Agreement for any reason will not release either party from any liabilities or obligations set forth in any Work Order or this Agreement which (a) the parties have expressly agreed will survive any such expiration or termination or (b) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.

4. **Proprietary Protections.**

4.1 **Ownership Rights**

(a) **General.** Each party will retain all rights to any software, ideas, concepts, know-how, development tools, techniques or any other proprietary material or information that it owned or developed prior to the Effective Date, or acquired or developed after the Effective Date without reference to or use of the intellectual property of the other party. All software that is licensed by a party from a third party vendor will be and remain the property of such vendor. No licenses will be deemed to have been granted by either party to any of its patents, trade secrets, trademarks or copyrights, except as otherwise expressly provided in this Agreement. Nothing in this Agreement will require Company or Client to violate the proprietary rights of any third party in any software or otherwise. Notwithstanding anything to the contrary in this Agreement, Company (i) will retain all right, title and interest in and to

all software development tools, know-how, methodologies, processes, technologies or algorithms used in performing the Services which are based on trade secrets or proprietary information of Company or are otherwise owned or licensed by Company (collectively, "tools"), (ii) will be free to use the ideas, concepts, methodologies, processes and know-how which are developed or created in the course of performing the Services and may be retained by Company's employees in intangible form, all of which constitute substantial rights on the part of Company in the technology developed as a result of the Services performed under this Agreement.

(b) **Materials Developed for or Delivered to Client.** Client agrees that all software and other materials (including, but not limited to customizations, modifications, specifications, documentation and training materials) developed for or delivered to Client pursuant to this Agreement or any Work Order, including all related copyrights, patent rights, trade secrets, ideas, designs, concepts, techniques, inventions, discoveries or other intellectual property rights (collectively, the "Materials"), shall be the exclusive property of Company and the Company shall own all right, title and interest therein. In this connection, Client acknowledges that all Materials which are or may be developed pursuant to this Agreement or any Work Order are and shall be the intellectual property and confidential proprietary information and products of Company, and Client hereby transfers and assigns any and all rights in and to the Materials to Company, its successors and assigns, including all intellectual property rights relating thereto. From time to time upon Company's request, Client shall confirm such assignment by execution and delivery of such assignments, confirmations of assignment, or other written instruments as Company may request. Company agrees that Client shall have a limited nonexclusive license to use the Materials internally to the extent necessary to carry out and fulfill the terms and conditions of the Work Order for which the Materials were developed and shall have the right to grant a limited nonexclusive license to the third parties specifically identified in a Work Order to use the Materials solely for the purposes contemplated by such Work Order, provided that such third parties shall first agree in a signed writing to be bound by the terms of this Agreement or such terms as may be acceptable to Company.

(c) **Specific Deliverables Owned by Client.** Notwithstanding the foregoing provisions of Section 4.1(b) but subject to any third party rights or restrictions and the provisions of Section 4.1(a) and the other provisions of this Section 4.1(c), Client will own the copyright in and to Materials that (i) are developed for and delivered by Company to Client, (ii) are paid for by Client, and (iii) are clearly and specifically identified in a Work Order as governed by the provisions of this Section 4.1(c) (the "Specific Client Owned Deliverables"). Notwithstanding the foregoing, Company will retain ownership of any Company-owned software or development tools that are used in producing the Specific Client Owned Deliverables and become embedded in the Specific Client Owned Deliverables. Company hereby grants to Client a perpetual (subject to compliance with this sentence), royalty-free, nontransferable, nonexclusive license to use such embedded software and tools (if any) solely in connection with Client's internal use and exploitation of the Specific Client Owned Deliverables and only so long as such software and tools (if any) remain embedded in the Specific Client Owned Deliverables and are not separated therefrom. Company will own all intellectual property rights in or related to the Specific Client Owned Deliverables other than the copyright ownership rights granted to Client pursuant to this Section 4.1(c).

4.2 **Client Information.** Company recognizes and agrees that, except as specified in Section 4.1, it has no claim of ownership to any data, materials or information submitted by Client to Company or the Services ("Client Information"), which Client Information is being

provided to Company solely for the purposes of enabling Company to render the Services, and that title and all ownership rights in and to such Client Information shall at all times remain with Client. Client shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use all Client Information.

4.3 Confidentiality.

(a) **Confidential Information.** This Section 4.3 shall apply to all confidential and proprietary information disclosed by either party ("Disclosing Party") to the other party ("Receiving Party"), including all Client Information, Materials of Company, and information related to the Disclosing Party's technology, software, know-how, products, potential products, services, potential services, financial information, employees, customers, markets and/or business information (collectively, "Confidential Information"). The terms and conditions of this Agreement and all Work Orders shall be treated by Client as the Confidential Information of Company. Confidential Information shall not include any information which (i) was known to the Receiving Party prior to being disclosed by the Disclosing Party, (ii) becomes publicly known through no wrongful act of the Receiving Party, (iii) is approved for release by written authorization of the Disclosing Party, (iv) is received from a third party not in breach of any separate confidentiality obligation known to the Receiving Party, or (v) is independently developed without reference to the Disclosing Party's Confidential Information.

(b) **Scope of Obligation.** The Receiving Party agrees to use the Confidential Information of the Disclosing Party only as provided for in this Agreement. Each party agrees to hold the other party's Confidential Information in strict confidence and not to disclose such Confidential Information to any third parties. Notwithstanding the foregoing, each party may disclose the other party's Confidential Information only to those employees, agents, representatives and/or consultants who require such information only in connection with this Agreement. Each party agrees to instruct all such employees, agents, representatives and consultants regarding the foregoing obligations and ensure that such employees, agents, representatives and consultants are bound by obligations of confidentiality to the Receiving Party that are at least as restrictive as those contained herein. Each party agrees that it will take all reasonable measures to protect the confidentiality of, and avoid the unauthorized disclosure or use of, the other party's Confidential Information in order to prevent it from being made public or in the possession of persons other than those persons authorized hereunder to have any such Confidential Information, which measures shall include at least the same degree of care that the Receiving Party utilizes to protect its own confidential information of a similar nature but in any event shall include commercially reasonable precautions designed to protect the Disclosing Party's Confidential Information from unauthorized disclosure and/or use.

(c) **Limited Disclosure Right.** Confidential Information may be disclosed to the extent required by court order or as otherwise required by law, provided that the Receiving Party, to the extent legally permissible, notifies the Disclosing Party promptly upon learning of the possibility of any such requirement and, to the extent legally permissible, has given the Disclosing Party a reasonable opportunity to contest or limit the scope of such required disclosure.

(d) **Return of Confidential Information.** Promptly upon termination of this Agreement, or at any other time upon the request by a party, the other party shall (i) return

to the Disclosing Party or, at the Disclosing Party's request, destroy all Confidential Information of such Disclosing Party, whether in paper or electronic form, provided, however that the foregoing shall not apply to Confidential Information that is stored in the Receiving Party's electronic archives, which Confidential Information will be destroyed in the ordinary course of the Receiving Party's business in accordance with its document destruction policies; and (ii) certify to the Disclosing Party in writing that it has complied with the provisions of this Section 4.3.

5. Limited Warranty and Disclaimers.

5.1 **Limited Warranty.** Company warrants to Client that the Services, as and when delivered or rendered hereunder, will substantially conform to the description of services or specifications set forth in the applicable Work Order. Company's sole liability under the foregoing warranty shall be to provide the services described in Section 5.3 hereof.

5.2 **DISCLAIMER OF WARRANTIES. THE WARRANTY SET FORTH IN SECTION 5.1 STATES COMPANY'S SOLE AND EXCLUSIVE WARRANTY TO CLIENT CONCERNING THE SERVICES HEREUNDER. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5.1, THE SERVICES ARE PROVIDED STRICTLY "AS IS" AND COMPANY MAKES NO ADDITIONAL WARRANTIES, EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO THE SERVICES OR ANY MATTER WHATSOEVER. IN PARTICULAR, ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT ARE EXPRESSLY EXCLUDED. COMPANY DOES NOT WARRANT, AND SPECIFICALLY DISCLAIMS THAT THE SERVICES BEING PROVIDED WILL RESULT IN COST SAVINGS, PROFIT IMPROVEMENT, OR THAT THE SERVICES WILL BE ERROR-FREE. THIS IS A LIMITED WARRANTY AND IS THE ONLY WARRANTY MADE BY COMPANY.**

5.3 **Notice Obligation; Remedy.** Client shall notify Company in writing within thirty (30) days after completion of the Services in question when any of the Services fail to substantially conform to the description of services or specifications set forth in the applicable Work Order. Such notification shall include the detailed information necessary for Company to verify such nonconformity. Upon actual receipt of such notification and verification of the nonconformity, Company shall correct the nonconformity so that the Services shall substantially conform with the agreed description of services or specifications in the applicable Work Order. Client agrees to pay Company for all personnel time and expenses incurred in investigating reported nonconformities when the alleged nonconformities are not discovered. The passage of the thirty (30) day period after completion of the Services in question without the notification described herein shall constitute final acceptance of the Services.

6. Limitation of Liability.

6.1 **COMPANY'S LIABILITY ON ANY CLAIM, LOSS OR LIABILITY ARISING OUT OF, OR CONNECTED WITH THIS AGREEMENT, THE SERVICES OR USE OF THE PRODUCT OF ANY SERVICES FURNISHED HEREUNDER, SHALL IN ALL CASES BE LIMITED SOLELY TO CORRECTION OF NONCONFORMITIES WHICH DO NOT SUBSTANTIALLY CONFORM WITH THE AGREED DESCRIPTION OF SERVICES IN A WORK ORDER, OR SPECIFICATIONS IDENTIFIED IN A WORK ORDER.**

6.2 IF FOR ANY REASON COMPANY IS UNABLE OR FAILS TO CORRECT NONCONFORMITIES AS PROVIDED, COMPANY'S LIABILITY FOR DAMAGES ARISING OUT OF ANY WORK ORDER FOR SUCH FAILURE, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), LAW, EQUITY OR OTHERWISE, SHALL NOT EXCEED THE AMOUNTS PAID BY CLIENT FOR THAT PORTION OF THE SERVICES WHICH FAIL TO CONFORM. IN NO EVENT SHALL COMPANY BE LIABLE UNDER COMPANY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY WORK ORDER (INCLUDING FOR ANY AMOUNTS IN EXCESS OF CLAIM AND/OR SERIES OF CLAIMS, WHETHER RELATED OR UNRELATED) WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), LAW, EQUITY OR OTHERWISE, EXCEED THE AMOUNTS PAID BY CLIENT TO COMPANY INFOR SERVICES OF COMPANY DURING THE NINETY DAY (90) PERIOD PRECEDING ANY FAILURE OR BREACH BYTHE EVENT(S) GIVING RISE TO THE CLAIM (OR TO THE FIRST CLAIM IN A SERIES OF CLAIMS). FOR THE AVOIDANCE OF DOUBT, ANY AMOUNTS PAID TO COMPANY OR CLAIM BY CLIENTFOR THIRD PARTY HARDWARE, SOFTWARE, PRODUCTS OR SERVICES SHALL NOT BE A PART OF AMOUNTS PAID FOR SERVICES OF COMPANY.

6.3 UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE TO CLIENT FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OR CORRUPTION OF DATA, OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), LAW, EQUITY OR OTHERWISE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM OR DAMAGES ASSERTED BY ANY THIRD PARTY.

6.4 CLIENT ACKNOWLEDGES THAT COMPANY HAS SET ITS FEES, AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE FOREGOING LIMITATION OF LIABILITY IS INDEPENDENT OF ANY EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY SET FORTH IN THIS AGREEMENT.

6.5 THE PROVISIONS OF SECTIONS 5, 6 AND 7 ARE CLIENT'S EXCLUSIVE REMEDIES RELATED TO THE SERVICES, ANY FAILURE BY COMPANY TO CORRECT NONCONFORMITIES IN THE SERVICES, OR FOR BREACH BY COMPANY OF THIS AGREEMENT OR A WORK ORDER AND SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF SUCH REMEDIES.

6.6 Client is responsible for adopting reasonable measures to limit Client's exposure with respect to such potential losses and damages, including (without limitation) examination and confirmation of results of the Services prior to use thereof, provision for identification and correction of errors and omissions, and preparation and storage of backup or duplicate data. Client is also responsible for complying with all local, state, and federal laws pertaining to the use and disclosure of any Client Information.

7. Indemnity.

7.1 Infringement Claims.

(a) **General.** Subject to Section 6 of this Agreement, the limitations set forth below

in this Section 7.1 and the procedures set forth below in Section 7.3, Company and Client (each an "indemnitor") each agrees to defend the other party (each an "indemnitee") against any action to the extent that such action is based upon a claim that the Confidential Information (other than third party hardware, software, products, materials or services) provided by the indemnitor, or any part thereof, (i) infringes a copyright perfected under United States statute, or (ii) constitutes an unlawful disclosure, use or misappropriation of another party's trade secret, and the indemnitor will bear the expense of such defense and pay any liabilities, costs and expenses, including reasonable attorneys' fees and expenses (collectively "Losses") that are attributable to such claim finally awarded by a court of competent jurisdiction.

(b) **Exclusions.** Neither Company nor Client will be liable to the other for claims of indirect or contributory infringement. The indemnitor will have no liability to the indemnitee hereunder if (i) the claim of infringement is based upon the use of Confidential Information provided by the indemnitor hereunder in connection or in combination with equipment, devices or software not supplied by the indemnitor or used in a manner for which the Confidential Information was not designed, (ii) the indemnitee modifies any Confidential Information provided by the indemnitor hereunder and such infringement would not have occurred but for such modification, or (iii) the claim of infringement arises out of the indemnitor's compliance with specifications or requirements provided by the indemnitee and such infringement would not have occurred but for such compliance.

(c) **Additional Remedy.** If Confidential Information becomes the subject of an infringement claim under this Section 7.1, or in the indemnitor's opinion is likely to become the subject of such a claim, then, in addition to defending the claim and paying any damages and attorneys' fees as required above in this Section 7.1, the indemnitor may, at its option and in its sole discretion, (A) replace or modify the Confidential Information to make it noninfringing or cure any claimed misuse of another's trade secret or (B) procure for the indemnitee the right to continue using the Confidential Information pursuant to this Agreement. Any costs associated with implementing either of the above alternatives will be borne by the indemnitor but will be subject to Section 6 of this Agreement. If neither alternative is pursued by, or (if pursued) available to, the indemnitor, (x) the indemnitee will return such Confidential Information to the indemnitor and (y) if requested by the indemnitee in good faith, the parties will negotiate, but subject to Section 6 of this Agreement, to reach a written agreement on what, if any, monetary damages (in addition to the indemnitor's obligation to defend the claim and pay any damages and attorneys' fees as required above in this Section 7.1) are reasonably owed by the indemnitor to the indemnitee as a result of the indemnitee no longer having use of such Confidential Information. The payment of any such monetary damages will be the indemnitee's sole and exclusive remedy for the inability of the indemnitor to implement either of the above alternatives.

7.2 Third Party Indemnification of Company. Without limiting Company's liability to Client under this Agreement, each of the parties acknowledge that Company would not enter into this Agreement, and by Company entering into and performing its obligations under this Agreement, Company will not assume and should not be exposed to the business and operational risks associated with Client's business, and Client therefore agrees, subject to Section 7.3 below, to indemnify and defend Company and hold Company harmless from any and all third party Losses arising out of the conduct of Client's business, including the use by Client of the Services.

7.3 Procedures. The indemnification obligations set forth in this Section 7 will not apply unless the party claiming indemnification: (a) notifies the other promptly in writing of any

matters in respect of which the indemnity may apply and of which the notifying party has knowledge, in order to allow the indemnitor the opportunity to investigate and defend the matter; provided, however, that the failure to so notify will only relieve the indemnitor of its obligations under this Section 7 if and to the extent that the indemnitor is prejudiced thereby; and (b) gives the other party full opportunity to control the response thereto and the defense thereof, including any agreement relating to the settlement thereof; provided, however, that the indemnitee will have the right to participate in any legal proceeding to contest and defend a claim for indemnification involving a third party and to be represented by legal counsel of its choosing, all at the indemnitee's cost and expense. However, if the indemnitor fails to promptly assume the defense of the claim, the party entitled to indemnification may assume the defense at the indemnitor's cost and expense. The indemnitor will not be responsible for any settlement or compromise made without its consent, unless the indemnitee has tendered notice and the indemnitor has then refused to assume and defend the claim and it is later determined that the indemnitor was liable to assume and defend the claim. The indemnitee agrees to cooperate in good faith with the indemnitor at the request and expense of the indemnitor.

8. General Provisions.

8.1 **Non-Hire Provision.** Each party to this Agreement agrees that it will not hire, employ, or contract with, or solicit to hire, employ, or contract with, any person who is, or within the immediately preceding one year was, an employee or subcontractor of the other party to this Agreement for any purposes during the term of this Agreement, or for a period of one year after this Agreement terminates.

8.2 **Recording.** (a) Some Services provided may involve recording and/or monitoring. For such Services, information uploaded to or in any way passing through computer systems used to provide the Services, including written, visual, or oral communications or other electronic means, may be recorded or monitored for quality assurance and diagnostic purposes. By accessing or using the Services, Client consents to such recording and monitoring. Client is also solely responsible for informing anyone with whom Client interacts or otherwise communicates via the Services that information uploaded to or in any way passing through the Services, including written, visual or oral communications or other electronic means, may be recorded or monitored for quality assurance and diagnostic purposes.

(b) If phone conferences/conference bridges are applicable to the Services being provided to Client, Client acknowledges that the laws of certain jurisdictions may require that if a conference is recorded, all participants in the conference must be informed in advance of any such recording, so they may consent to being recorded (if required by applicable laws). Client acknowledges and agrees that Client shall be solely responsible for complying with all Applicable Laws and Third-Party Rights when using recording features (this includes Client's obligation to obtain the consent, if required by applicable laws, of all participants before the commencement of the recording). Company shall have no liability to Client or any participant in Client's recorded conference with respect to Client's obligations under this Section 8.2.

8.3 **Conflict.** Any purchase order or other document issued by Client is for administrative convenience only. In the event of any conflict between this Agreement and any purchase order, this Agreement shall prevail.

8.4 **Survival.** In the event of any expiration or termination of this Agreement, Sections 2, 3, 4, 5, 6, 7, and 8 of this Agreement shall survive and shall continue to bind the parties.

8.5 **Governing Law.** This Agreement shall be governed in all respects by the laws of the United States of America and the State of GA without regard to conflicts of law principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

8.6 **Forum.** All disputes arising under this Agreement shall be brought in the state or federal courts located in GA, as permitted by law. The state and federal courts located in GA shall each have non-exclusive jurisdiction over disputes under this Agreement. Client consents to the personal jurisdiction of the above courts.

8.7 **Injunctive Relief.** It is understood and agreed that, notwithstanding any other provisions of this Agreement, breach of the provisions of this Agreement by Client will cause Company irreparable damage for which recovery of money damages would be inadequate, and that Company shall therefore be entitled to obtain timely injunctive relief to protect Company's rights under this Agreement in addition to any and all remedies available at law.

8.8 **Notices.** All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery or five (5) days after deposit in the mail. Notices shall be sent to the parties at the addresses described on the first page of this Agreement or such other address as either party may designate for itself in writing. All notices to Company must be to its President to be effective.

8.9 **No Agency.** Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.

8.10 **Force Majeure.** Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause which is beyond the reasonable control of such party.

8.11 **Waiver.** The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

8.12 **Severability.** In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

8.13 **Nondisclosure.** Client promises not to disclose the terms and conditions of this Agreement to any third party without the prior written consent of Company.

8.14 **Headings.** The section headings appearing in this Agreement are inserted only as a

matter of convenience and in no way define, limit, construe, or describe the scope or extent of such section or in any way affect this Agreement.

8.15 **Assignment.** Neither this Agreement nor any rights or obligations of Client hereunder may be assigned, sold, or otherwise transferred by Client in whole or in part (including by merger, reorganization, consolidation, sale of all or any portion of the assets of Client or change in control of Client) without the prior written approval of Company. For the purposes of this Section 8.14 ("Assignment"), a change in control means a change in the persons or entities who control fifty percent (50%) or more of the equity securities or voting interest of Client as of the date of this Agreement.

8.16 **Right to Engage in Other Activities.** Client acknowledges and agrees that Company may provide information technology services for third parties at any Company facility that Company may utilize from time to time for performing the Services. Nothing in this Agreement will impair Company' right to acquire, license, market, distribute, develop for itself or others or have others develop for Company similar technology performing the same or similar functions as the technology and Services contemplated by this Agreement.

8.17 **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

8.18 **Entire Agreement.** This Agreement together with any Work Orders attached hereto completely and exclusively states the agreement of the parties regarding its subject matter. It supersedes, and its terms govern, all prior proposals, agreements, or other communications between the parties, oral or written, regarding such subject matter. This Agreement shall not be modified except by a subsequently dated written amendment signed on behalf of Company and Client by their duly authorized representatives.

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

COMPANY:

VC3, Inc.

By: _____

Name: _____

Title: _____

CLIENT:

City of Grantville, GA

By: _____

Name: _____

Title: _____

**Exhibit A
Hourly Rates**

Service Area	Hourly Bill Rate	Description of Service Area
Consulting & Project Management	\$ 176.00	Consulting (Design, Architecture, Planning); Technology Assessments; Security Audits. Project Management. CIO Consulting Services including product evaluations and application/infrastructure planning services.
Application Development	\$ 166.00	Application Software development, design, testing and code revisions. Systems Programming (System Level Scripting/Automation). All SharePoint services.
Web Design Services	\$ 166.00	Web site design and implementation services which are NOT built on a Microsoft SharePoint platform.
Infrastructure Deployment Services	\$ 154.00	Installation and Setup of the following: Networks, Electronic Messaging Systems, Servers, SANs, VMWare, Citrix, Network Domains and Desktop Deployments.
Infrastructure Maintenance Services	\$ 154.00	Maintenance Services for the following: Networks, Electronic Messaging Systems, Servers, SANs, VMWare, Domains, Microsoft Server and Desktop support.
Travel Time	\$ 106.00	Travel time to and from the Customer. This rate includes the mileage expense at the current IRS approved mileage rate.
After Hours Support Services	\$ 191.00	All reactive support services provided to Customer outside of the hours of 8am to 5pm Monday through Friday and all services provided on National Holidays
<p>Note: Rates will automatically increase on an annual basis equivalent to the CPI change for All Urban Consumers. Annual rate increases will become effective on the first of the month following the release of data for the prior calendar year.</p>		

Preservationist inspects Grantville cemetery

BY JEFFREY CULLEN-DEAN
jeffrey@newnan.com

The headstones in the Grantville City Cemetery are in need of repair.

Joey Fernandez, a cemetery preservationist, visited the cemetery with members of the city's Historic Preservation Commission and the Grantville Cemetery Trust and found toppled headstones, collapsed graves and sunken markers.

According to a report by Fernandez to the HPC, it will cost \$6,500 to repair the graves in the cemetery.

Marion Cieslik, chair of the GCT, said he's unsure at the moment if the GCT is capable of paying for the refurbishments in the cemetery.

"The city controls the funds, and we need to have a joint meeting between the HPC and GCT and take a good look and see what we can do," Cieslik said. "I don't know if we have those kinds of funds available. The city is probably spending \$10,000 a year doing what they gotta do over there."

Fernandez said a couple of the tall obelisks in the cemetery are leaning and on the edge of falling over if they were to be bumped into by a lawn mower.

"There's a certain point where gravity starts speeding up the process," he said. "Eventually everything will end up on the ground, even if taken care of."

According to Fernandez, the obelisks will require a new foundation.

The deterioration in the cemetery is partially the result of lime mortar used in the late 1800s, when some of

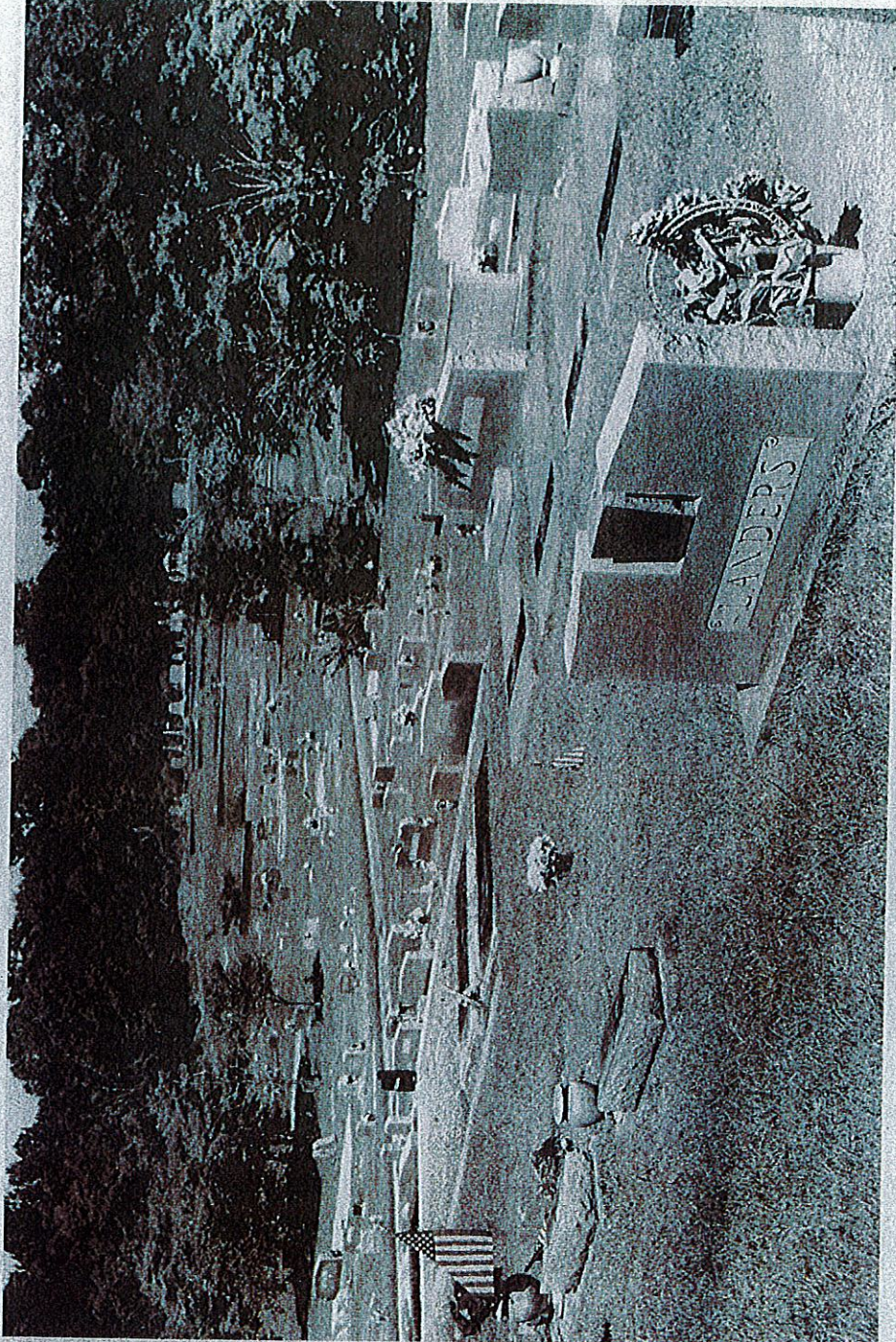


PHOTO BY JEFFREY CULLEN-DEAN

Many of the grave markers in the Grantville City Cemetery are in need of refurbishment.

the first plots were buried, Fernandez said.

The lime mortar breaks down and causes some of the graves to sink. Lawn mowers and other equipment riding over those spaces can cause the process to speed up, said Fernandez.

To repair the cracked and broken headstones, Fernandez said, if hired, he would apply a material called akapox, a construction adhesive, to the graves, after cleaning

maintained."

After Fernandez's visit, refurbishing efforts headed by the HPC and GCT have slowed down.

The HPC and GCT planned to go before the city's administrative committee to encourage the city to help with refurbishing the cemetery, but Councilmember Mark King, the administrative committee's current chair, lost the reelection to the city council.

Selma Coty, chair of the

HPC, said King wanted to wait until after the city council elections to meet with members of the HPC and GCT.

Now, Coty said the two groups plan to wait until a new administrative committee is appointed in January.

"Right now we have no reason to try to pursue a meeting with the administrative committee until after the first of the year," Coty said.

11/06/2021 NTH

Allocate \$10,000 to GCT SPWST 2019-2024



RECEIVED

Nov. 29, 2021

~~11/29/2021~~

9:18am

Robi Higgins
City Clerk
City of Grantville
123 LaGrange St.
Grantville , Ga. 30220

RE: Veto of Resolution 2021-11

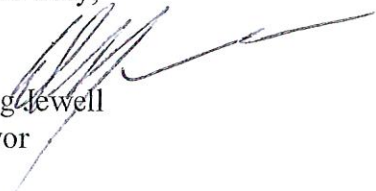
Dear Ms. Higgins:

Pursuant to Section 2.06 of the Charter of the City of Grantville, I am Vetoing the above referenced and attached Resolution adopted by the city council Nov.22, 2021 .

My reason for this veto is as follows:

I believe the adoption of this Resolution is not necessary at this time.

Yours truly,



Doug Jewell
Mayor

cc: City Councilmembers
Al Grieshaber Jr. City Manager

THE CITY OF GRANTVILLE, GEORGIA

RESOLUTION NO. 2021-11
BEFORE THE CITY COUNCIL

A RESOLUTION TO REMOVE DEFEATED AGENDA
ITEMS FOR A PERIOD OF SIX (6) MONTHS

WHEREAS, Agenda Items that have been defeated by a majority of the City Council have been placed repeatedly on the City Council Work Session agenda and the City Council Meeting agenda,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Grantville, the Agenda Items that have been defeated by a majority of the City Council can not be placed on the City Council Work Session agenda nor the City Council Meeting agenda for six (6) months.

IT IS SO RESOLVED this 22nd day of November, 2021, by the City Council of the City of Grantville.

Mayor

ATTEST:

City Clerk

THE CITY OF GRANTVILLE, GEORGIA

**RESOLUTION NO. 2021-12
BEFORE THE CITY COUNCIL**

**A RESOLUTION TO RECONSIDER
DEFEATED AGENDA ITEMS**

WHEREAS, Agenda Items that have been defeated by a majority of the City Council have been placed repeatedly on the City Council Work Session agenda and the City Council Meeting agenda,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Grantville, the Agenda Items that have been defeated by a majority of the City Council can not be placed on the City Council Work Session agenda nor the City Council Meeting agenda for six (6) months unless a Motion for Reconsideration is approved by a majority of the City Council.

IT IS SO RESOLVED this 20th day of December, 2021, by the City Council of the City of Grantville.

Mayor

ATTEST:

City Clerk

THE CITY OF GRANTVILLE, GEORGIA

**RESOLUTION NO. 2021-13
BEFORE THE CITY COUNCIL**

**A RESOLUTION APPROVING AND AUTHORIZING
SUBMISSION OF AN APPLICATION FOR A GRANT TO THE
USDA 2021/2022 RURAL BUSINESS DEVELOPMENT
GRANT PROGRAM AND AUTHORIZING MATCHING MONIES**

WHEREAS, the purpose of the Rural Business Development Grants is to finance the development of small and emerging businesses in rural areas with fewer than 50 employees and less than one million dollars in gross revenues. The funds can be used for land acquisition, construction, renovation, technical assistance, project planning and more.

NOW, THEREFORE, BE IT RESOLVED by the City of Grantville, Georgia and it is hereby resolved by the same that submission of an Application for a Grant to the USDA 2021/2022 Rural Business Development Grant Program to renovate the Freight Depot for use as a Food Pantry/Community Center including the pledge of matching monies is approved and adopted.

This resolution is passed this 20th day of December, 2021.

Doug Jewell, Mayor

ATTEST

Roberta Higgins, City Clerk



PARTNER WITH US

BECOME A PARTNER ON THE MISSION TO END HUNGER.

Run a food pantry? Starting a soup kitchen? Feeding hungry people out of your church? We can help. We distribute food to over 700 partners. Find out how to become one of them.

High Priority Programs

 English

The highest priority partner agencies are food pantries, soup kitchens, and kids and senior programs that serve areas with the greatest need as determined by Feeding America and the U.S. Census. We consider additional partner agencies based on poverty statistics and avoiding duplication or effort of services in an area, as well as site visits and geographical assessments.

Partner agencies order food and grocery products from the Food Bank and provide these goods to their local communities for free.

Thank you for your interest in helping our neighbors in need. Currently, we are not accepting applications for new agency partners. The holiday season is one of our busiest times of the year and as a result, we will be working to serve our network of partners as effectively as possible.

We look forward to partnering with you in the future when we resume accepting applications in early 2022. Please continue to visit our website for future updates.

Partner Eligibility Criteria

Food Pantry Program Specific

Food Pantries are community-based, nonprofit food assistance programs most often found at churches, synagogues, mosques, and social service agencies. They provide a limited amount of food to individuals and families facing either food emergencies or ongoing food needs.

Food Pantries must:

- Be open a minimum of one time a week and operate at least 20 hours a month. In addition, all pantries must serve 35 or more households per month.
- Post signs that indicate both the presence of

On-Premise Program-Specific

On-Premise Programs serve food to low-income persons on-site at their facilities, such as child care centers, shelters, and soup kitchens.

On-Premise Programs must:

- Provide a copy of DHR license, if applicable.
- Provide a copy of County Health Department Report, if applicable.
- Provide any Safe Food Handler's certificate recognized by county.
- Provide proof of operating a food pantry or an on-premise feeding program at least 6 months prior to the date on the application.
- Have mealtimes that occur at least once a week.
- Be willing and able to provide food to those in need without requiring the recipient to pay,



Community Need

There must be an established need in your community for a new food program. We reserve the right to review the concentration of agencies in your community. If a food program already exists in your neighborhood, then it may be more beneficial to collaborate with

501(c)(3)



In order to be considered for partnership with us, your agency must be designated a 501(c)(3) tax-exempt, public nonprofit organization by the Federal Government. An official copy of your organization's 501(c)(3) determination letter must be submitted with

Georgia Secretary of State



Your agency must be registered with the Georgia Secretary of State as a registered nonprofit organization and be in good standing and in

Equal Opportunity & Access

No matter the type of food program, you are expected to serve individuals regardless of their race, color, ethnicity, national origin, ancestry, creed, religion,

Food Program Hours of Operation

All partner agencies are required to follow a weekly schedule throughout the year and must be open during the days and hours reported to the Food Bank.

Temporary schedule changes are permitted, but must be reported in writing as soon as possible. Permanent distribution schedule changes must be submitted in writing as well.

Public Outreach

All partner agencies must post a sign that indicates both the presence of the food program and the days and hours of operation. This sign must include 

to the public. It may be part of a church marquee or the days and hours of operation may be written on poster board that is at least 8.5"x 11". In addition, a sign must be placed on the outside door that clients use to access the pantry so they know which entrance to use.

Pest Control Requirements



All partner agencies must have a pest control plan, a current contract with a licensed professional exterminator and an extermination logbook containing your contract and receipts for each visit. This must be available for review when a Food Bank representative visits your site. We recommend monthly exterminator

Food Industry Donors

If you work in the food industry, please consider donating your overstocked, shortdated or unused



food. We distribute food and grocery products to over 700 partner agencies in 29 metro Atlanta and north Georgia counties. With strong support from our local food industry, we're able to provide our partner agencies with more than 60 million pounds of food every year. For more information on becoming a food donor, please email us.

[Email Us](#)

Corporate Partners

Our corporate partners are some of our biggest supporters and greatest advocates. Not only in financial contributions and food donations, but in rolling up their sleeve and getting involved.

Whether by group volunteering, sponsoring events or hosting their own inter-department food drives, our corporate partners are critical to our success.

[Learn More](#)

CONTACT US

404-892-3333

3400 North Desert Drive,
Atlanta, GA 30344

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THE CITY OF GRANTVILLE, GEORGIA

**RESOLUTION NO. 2021-14
BEFORE THE CITY COUNCIL**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRANTVILLE, GEORGIA
APPROVING PREMIUM PAY FOR CITY EMPLOYEES**

WHEREAS, the City of Grantville experienced an event of critical significance as a result of the novel coronavirus known as COVID-19; and

WHEREAS, as a result of COVID-19, the American Rescue Plan Act (ARPA) was signed into law on March 11, 2021; and

WHEREAS, the ARPA allows for funds received to be used to provide premium pay for essential workers; and

WHEREAS, all employees of the City of Grantville are defined as essential workers by the Center for Disease Control (CDC); and

WHEREAS, the City Council desires to provide premium pay to city employees for their selfless sacrifices to the citizens and residents of Grantville.

NOW THEREFORE, BE IT RESOLVED BY THE GRANTVILLE CITY COUNCIL OF THE CITY OF GRANTVILLE, GEORGIA, THAT:

SECTION ONE. The Grantville City Council approves retroactive premium pay for all full-time and part-time city employees at a rate of \$2.00 per hour for every regular hour worked from July 1, 2020 through May 31, 2021. However, the total premium pay shall not exceed \$3,000 per employee. A List of Prospective Recipients is attached as Exhibit A.

SECTION TWO. The City Clerk is authorized to make said payments to employees from the first allocation of ARPA funds.

It is So Resolved this 20th day of December, 2021 by the City of Grantville.

Mayor

ATTEST:

City Clerk

Pay Dates 3/23/20-11/01/2021							
Emp. #	Last Name	First Name	Department	Hours Worked	Premium Pay	Total Calculate	Actual Payout
472	Baker	Jennifer	Code Enforcement	1,910.32	\$2.00	\$3,820.64	\$3,000.00
455	Batchlor	Rhonda	Utility Billing	3,490.17	\$2.00	\$6,980.34	\$3,000.00
426	Bellamy	Jessie	Senior Center	3,388.25	\$2.00	\$6,776.50	\$3,000.00
427	Boyd	Alexander	Public Works	3,834.61	\$2.00	\$7,669.22	\$3,000.00
427	Boyd	Louise	Senior Center	1,739.50	\$2.00	\$3,479.00	\$3,000.00
480	Bramblett	Donald	Public Safety	166.00	\$2.00	\$332.00	\$332.00
313	Byrom	Joann	Senior Center	3,472.25	\$2.00	\$6,944.50	\$3,000.00
457	Castillo-Ramos	Imelda	Public Works	3,435.85	\$2.00	\$6,871.70	\$3,000.00
469	Enfinger	Kevin	Public Safety	2,942.50	\$2.00	\$5,885.00	\$3,000.00
354	Faulkner	William	Public Safety	4,959.00	\$2.00	\$7,639.78	\$3,000.00
479	Freeman	Larry	Public Works	322.18	\$2.00	\$644.36	\$644.36
417	Grieshaber	Alfred	Finance	3,648.00	\$2.00	\$7,296.00	\$3,000.00
396	Guy	Matthew	Public Safety	3,663.00	\$2.00	\$7,326.00	\$3,000.00
369	Henry	Joann	Public Works	4,043.15	\$2.00	\$7,639.78	\$3,000.00
461	Higgins	Roberta	Finance	4,073.07	\$2.00	\$7,639.78	\$3,000.00
452	Hoegger	Billi Jo	Senior Center	3,340.00	\$2.00	\$6,680.00	\$3,000.00
311	Littleton	Diane	Municipal Court	3,819.89	\$2.00	\$7,639.78	\$3,000.00
370	Masuoka	Tadashi	Public Safety	3,999.13	\$2.00	\$7,639.78	\$3,000.00
475	Mayfield	Matthew	Public Safety	1,041.50	\$2.00	\$2,083.00	\$2,083.00
471	Medders	Tabatha	Finance/Admin	2,114.37	\$2.00	\$4,228.74	\$3,000.00
470	Motley	Charles	Public Works	2,479.59	\$2.00	\$4,959.18	\$3,000.00
415	Moultrie	Teresa	Public Safety	3,643.00	\$2.00	\$7,286.00	\$3,000.00
367	Nixon	Timothy	Public Safety	99.00	\$2.00	\$198.00	\$198.00
477	Nunez	Miquel	Public Works	3,437.50	\$2.00	\$6,875.00	\$3,000.00
473	Pittman	Lucas	Public Works	1,500.95	\$2.00	\$3,001.90	\$3,000.00
467	Pittman	Phillip	Public Works	3,063.24	\$2.00	\$7,639.78	\$3,000.00
372	Pryor	Jenny	Public Safety\Ac	3,520.64	\$2.00	\$7,041.28	\$3,000.00
478	Robinson	Latrella	Municipal Court	521.23	\$2.00	\$1,042.46	\$1,042.46
405	Rooks	BettyAnn	Finance	4,229.60	\$2.00	\$7,639.78	\$3,000.00
416	Schriefer	Clifford	Public Safety	3,877.38	\$2.00	\$7,754.76	\$3,000.00
456	Smallwood	Michael	Public Safety	3,750.50	\$2.00	\$7,501.00	\$3,000.00

Exhibit A 1 of 2

75	Stepp	Melvin	Public Works	3,740.96	\$2.00	\$7,481.92	\$3,000.00
407	Whitlock	Steve	Public Safety	3,644.02	\$2.00	\$7,288.04	\$3,000.00
449	Worthy	Michael	Public Safety	3,825.70	\$2.00	\$7,651.40	\$3,000.00
464	Zackery	Lewis	Public Safety	3,767.50	\$2.00	\$7,535.00	\$3,000.00

\$94,299.82 S/T

\$5,846.59 FICA @ 6.2%

\$1,367.35 Medicare @ 1.45%

\$101,513.76 GRAND TOTAL

35 employees