



ate of Louisiana IBM NASPO Quote



1/19/24
01192024

City of West Monroe
2305 N 7th Street
West Monroe, LA. 71291
Don Dean

NASPO Contract/MA # MNWNC-116
LA State Contract # 440000938

Qty.	Model#	Description	Unit Price	Extended	Retail	Extended	Discount
PRODUCTION HARDWARE & SOFTWARE							
1	9105-41B	Server 1:IBM Power S1014	\$ 4,675.00	\$ 4,675.00	\$ 5,500.00	\$ 5,500.00	15.00%
1	40	Mirrored System Disk Level, Specify Code	\$ -	\$ -	\$ -	\$ -	N/C
1	205	RISC-to-RISC Data Migration	\$ -	\$ -	\$ -	\$ -	N/C
1	267	IBM i Operating System Partition Specify	\$ -	\$ -	\$ -	\$ -	N/C
1	2145	Primary OS - IBM i	\$ -	\$ -	\$ -	\$ -	N/C
3	2319	Factory Deconfiguration of 1-core	\$ -	\$ -	\$ -	\$ -	N/C
1	4650	Rack Indicator- Not Factory Integrated	\$ -	\$ -	\$ -	\$ -	N/C
1	5557	System Console-Ethernet LAN adapter	\$ -	\$ -	\$ -	\$ -	N/C
1	5899	PCIe2 4-port 1GbE Adapter	\$ 487.90	\$ 487.90	\$ 574.00	\$ 574.00	15.00%
2	6458	Power Cord 4.3m (14-ft), Drawer to IBM PDU (250V/10A)	\$ 11.90	\$ 23.80	\$ 28.00	\$ 28.00	15.00%
1	9300	Language Group Specify - US English	\$ -	\$ -	\$ -	\$ -	N/C
1	9441	New IBM i License Core Counter	\$ -	\$ -	\$ -	\$ -	N/C
1	AKNC	Premium S&H Indicator	\$ -	\$ -	\$ -	\$ -	N/C
1	ALH0	Expert Care Indicator	\$ -	\$ -	\$ -	\$ -	N/C
2	EB3W	AC Titanium Power Supply - 1200W for Server (100-127V/200-240V)	\$ 510.00	\$ 1,020.00	\$ 600.00	\$ 1,200.00	15.00%
1	EB74	IBM i 7.4 Indicator	\$ -	\$ -	\$ -	\$ -	N/C
1	EJ2B	PCIe3 12Gb x8 SAS Tape HBA Adapter	\$ 1,529.15	\$ 1,529.15	\$ 1,799.00	\$ 1,799.00	15.00%
1	EJXU	Front IBM Bezel for 16 NVMe-bays BackPlane Rack-Mount	\$ 170.00	\$ 170.00	\$ 200.00	\$ 200.00	15.00%
1	ELSG	ES1K Load Source Specify (800 GB 4K NVMe U.2 SSD PCIe4 for IBM i)	\$ -	\$ -	\$ -	\$ -	N/C
2	EM6N	32GB (2x16GB) DDIMMs, 3200 MHz, 8GBIT DDR4 Memory	\$ 2,719.15	\$ 5,438.30	\$ 3,199.00	\$ 6,398.00	15.00%
1	ENSB	400 GB IBM i NVMe Load Source Namespace size	\$ -	\$ -	\$ -	\$ -	N/C
4	EPFT	One Processor Core Activation for EPG0	\$ -	\$ -	\$ -	\$ -	N/C
1	EPG0	4-core Typical 3.0 to 3.90 Ghz (max) Power10 Processor	\$ 3,569.15	\$ 3,569.15	\$ 4,199.00	\$ 4,199.00	15.00%
1	EPVT	PowerVM V4	\$ -	\$ -	\$ -	\$ -	N/C
6	ES1K	Enterprise 800GB SSD PCIe4 NVMe U.2 module for IBM i	\$ 1,274.15	\$ 7,644.90	\$ 1,499.00	\$ 8,994.00	15.00%
1	EU0K	Operator Panel LCD Display	\$ 339.15	\$ 339.15	\$ 399.00	\$ 399.00	15.00%
1	EU19	Cable Ties & Labels	\$ 21.25	\$ 21.25	\$ 25.00	\$ 25.00	15.00%
1	EU2C	Express Edition 4 core (IBM i)	\$ -	\$ -	\$ -	\$ -	N/C
1	EUA5	Standalone USB DVD drive w/cable	\$ 84.15	\$ 84.15	\$ 99.00	\$ 99.00	15.00%
1	EXA5	5 YEAR, ADVANCED EXPERT CARE	\$ -	\$ -	\$ -	\$ -	N/C
1	EJ1&	Storage Backplane with eight NVMe U.2 drive slots	\$ 1,699.15	\$ 1,699.15	\$ 1,999.00	\$ 1,999.00	15.00%
1	3580-H7S	TS2270 Tape Drive Express w/ HHLT07 SAS Drive	\$ 6,094.50	\$ 6,094.50	\$ 7,170.00	\$ 7,170.00	15.00%
1	1412	SAS tape drive support	\$ 221.00	\$ 221.00	\$ 260.00	\$ 260.00	15.00%
1	5507	4m Mini-SAS HD/Mini-SAS 1X Cable	\$ 148.75	\$ 148.75	\$ 175.00	\$ 175.00	15.00%
1	7003	Rack Mount Shelf Kit w/PDU Line Cord	\$ 149.60	\$ 149.60	\$ 176.00	\$ 176.00	15.00%
1	9400	Attached to IBMi or OS/400 System	\$ -	\$ -	\$ -	\$ -	N/C
1	9800	2.8m Power Cord, 125V 15A, US/Canada	\$ 16.15	\$ 16.15	\$ 19.00	\$ 19.00	15.00%
1	AKNC	Premium S&H Indicator	\$ -	\$ -	\$ -	\$ -	N/C
1	B0MT	SP WAMO 5Y 24x7 SD	\$ -	\$ -	\$ -	\$ -	N/C
5692-A6P		System Software					
	1101	DVD Process No Charge					
1	2282	IBM PowerVM V4 VIOS	N/C	N/C	N/C	N/C	N/C
1	2284	IBM PowerVM V4 Expansion Pack	N/C	N/C	N/C	N/C	N/C
1	2324	NovaLink (5765-PVS/PVE/VE3/VE4)	N/C	N/C	N/C	N/C	N/C
1	3435	DVD/CD-ROM	N/C	N/C	N/C	N/C	N/C
	3450	Electronic Delivery					
5733-NKY		Deactivate Software Key and ePoE					

	2509	WebSphere Dev Studio (57xx-WDS)							
1	2518	OmniFind Text Search Server for DB2 (5733-OMF)	N/C	N/C	N/C	N/C	N/C	N/C	N/C
1	2521	Backup & Recovery Media Services (57xx-BR1)	N/C	N/C	N/C	N/C	N/C	N/C	N/C
	2539	IBM i - per Processor (57xx-SS1)	N/C	N/C	N/C	N/C	N/C	N/C	N/C
1	2582	DB2 Web Query for System i (5733-QU2)	N/C	N/C	N/C	N/C	N/C	N/C	N/C
1	2648	ILE Compilers - PB (57xx-WDS)	N/C	N/C	N/C	N/C	N/C	N/C	N/C
	2649	Heritage Compilers - PB (57xx-WDS)	N/C	N/C	N/C	N/C	N/C	N/C	N/C
1	2650	Application Dev ToolSet - PB (57xx-WDS)	N/C	N/C	N/C	N/C	N/C	N/C	N/C
	2652	ILE Compilers - UB (5770-WDS)	N/C	N/C	N/C	N/C	N/C	N/C	N/C
4	2653	Heritage Compilers - UB (57xx-WDS)	N/C	N/C	N/C	N/C	N/C	N/C	N/C
1	2654	Application Dev ToolSet - UB (57xx-WDS)	N/C	N/C	N/C	N/C	N/C	N/C	N/C
	2924	English U/L SBCS Primary	N/C	N/C	N/C	N/C	N/C	N/C	N/C
1	4001	SW Key 1st MT Digit	N/C	N/C	N/C	N/C	N/C	N/C	N/C
	4002	SW Key 2nd MT Digit	N/C	N/C	N/C	N/C	N/C	N/C	N/C
	4003	SW Key 3rd MT Digit	N/C	N/C	N/C	N/C	N/C	N/C	N/C
1	4004	SW Key 4th MT Digit	N/C	N/C	N/C	N/C	N/C	N/C	N/C
4	4005	SW Key 1st CPU Digit	N/C	N/C	N/C	N/C	N/C	N/C	N/C
	4006	SW Key 2nd CPU Digit	N/C	N/C	N/C	N/C	N/C	N/C	N/C
1	4007	SW Key 3rd CPU Digit	N/C	N/C	N/C	N/C	N/C	N/C	N/C
1	4008	SW Key 4th CPU Digit	N/C	N/C	N/C	N/C	N/C	N/C	N/C
1	4009	SW Key 5th CPU Digit	N/C	N/C	N/C	N/C	N/C	N/C	N/C
	4010	SW Key 6th CPU Digit	N/C	N/C	N/C	N/C	N/C	N/C	N/C
1	4011	SW Key 7th CPU Digit	N/C	N/C	N/C	N/C	N/C	N/C	N/C
1	4012	SW Key 1st HW Model Digit	N/C	N/C	N/C	N/C	N/C	N/C	N/C
1	4013	SW Key 2nd HW Model Digit	N/C	N/C	N/C	N/C	N/C	N/C	N/C
	4014	SW Key 3rd HW Model Digit	N/C	N/C	N/C	N/C	N/C	N/C	N/C
1	5809	5733-ITL Info Letter	N/C	N/C	N/C	N/C	N/C	N/C	N/C
1	6481	IBM i - per User block of 5 (57xx-SS1)	N/C	N/C	N/C	N/C	N/C	N/C	N/C
1	5733-OMF	OmniFind Text Search Server for DB2 for i5/OS	N/C	N/C	N/C	N/C	N/C	N/C	N/C
1	2001	ePoE Registration	N/C	N/C	N/C	N/C	N/C	N/C	N/C
1	2935	Multilingual Language	N/C	N/C	N/C	N/C	N/C	N/C	N/C
1	3450	Electronic SW Delivery (ESD)	N/C	N/C	N/C	N/C	N/C	N/C	N/C
1	5859	Supply (V1R5)	N/C	N/C	N/C	N/C	N/C	N/C	N/C
1	5733-PO5	IBM SW Maintenance for IBM i and Selected Products, 5-Year Extended Registration	\$ 6,539.50	\$ 6,539.50	\$ 7,975.00	\$ 7,975.00		18.00%	
8	1	P05 per Processor Registration	\$ 721.60	\$ 721.60	\$ 880.00	\$ 880.00		18.00%	
	2	P05 per Processor Registration 24x7							
1	5733-WE3	Web Enablement for i V1	N/C	N/C	N/C	N/C	N/C	N/C	N/C
1	6001	ePoE Registration	N/C	N/C	N/C	N/C	N/C	N/C	N/C
		IBM PowerVM V4							
1		Per Processor Core N/C (Small)							
		5770-BR1 IBM Backup Recovery and Media Services for i							
1	5847	Supply BRMS Lang Group 1 (i7.4)	N/C	N/C	N/C	N/C	N/C	N/C	N/C
1	6010	P10 ePoE Registration - BRMS	N/C	N/C	N/C	N/C	N/C	N/C	N/C
		5770-SS1 IBM i V7							
1	1448	OTC per IBM i license transfer	\$ 5,215.20	\$5,215.20	\$6,360.00	\$6,360.00		18.00%	
1	5841	Supply IBM i Lang Group 1 (i7.4)	N/C	N/C	N/C	N/C	N/C	N/C	N/C
1	5874	i 7.4 Licensed Machine Code - RS 740-N (TR9) (2023-November-17)	N/C	N/C	N/C	N/C	N/C	N/C	N/C
1	5900	IBM i License Transfer Document	N/C	N/C	N/C	N/C	N/C	N/C	N/C
1	5974	i 7.4 USB Licensed Machine Code-RS 740-N (TR9) (2023-November-17)	N/C	N/C	N/C	N/C	N/C	N/C	N/C
1	6001	ePoE Registration	N/C	N/C	N/C	N/C	N/C	N/C	N/C
1	6100	IBM i per 5 Users Registration	N/C	N/C	N/C	N/C	N/C	N/C	N/C
1	6348	IBM i per Proc Transfer Registration	N/C	N/C	N/C	N/C	N/C	N/C	N/C
1	6351	IBM i per User Transfer Registration (blk of 5)	N/C	N/C	N/C	N/C	N/C	N/C	N/C
		5770-SS1 IBM i V7							
1	1383	OTC Keyed SW Media	\$ 304.22	\$ 304.22	\$371.00	\$371.00		18.00%	
		5770-SSC IBM i per User Billing							
1	1561	OTC per 5 Users Charged with HW (E4x/41x/21A/22G/VSN P05 Tier)							
		5770-WDS IBM Rational Development Studio for i							
1	5847	Supply Rational Dev Lang Group 1 (i7.4)	N/C	N/C	N/C	N/C	N/C	N/C	N/C



City of West Monroe, Louisiana
 2305. N. 7th Street
 West Monroe, La. 71291
 Don Dean

February 8, 2024

CMA Technology Solutions is pleased to provide City of West Monroe the following summary for your consideration.

Summary IBM Power I Model 1014 Additional Services Description Detail:

Description	<u>City of West Monroe</u>
9105-41B IBM 5 yr warranty upgrade On-Site	\$3,424.13
CMA On-Site System Migration Assistance	\$5,000.00
Shipping and Handling Power 10	\$848.00
3 Year IBM Maintenance for LTO7 Tape	\$1,050.00
Tape Shipping and Handling	\$64.00

	\$10,386.13

Pricing Notes:

No Taxes Included – Shipping is included
3 year on a new 3580 LTO7 on-site IBM maintenance included in the quote.
Model 1014 Hardware includes 5 year 24x7 On-Site maintenance. The Model 1014 software includes 5 year 24x7 maintenance. IBM has withdrawn DB2 Web Query
CMA Installation/System Migration assistance estimate included
Model 1014/3580 hardware maintenance and CMA system migration assistance are not on IBM LA. State Contract.
Purchase Order should be made out to CMA Technology Solutions, 8180 YMCA Plaza Dr. Baton Rouge, La. 70810

This proposal is confidential and to be used only by City of West Monroe, IBM and CMA personnel. Pricing is for budget and planning and subject to change at anytime prior to placement of order by IBM and CMA.

We appreciate the opportunity to earn your business and look forward to the potential of a strong local technology partnership between City of West Monroe and CMA. As Louisiana’s only Premier IBM Business Partner, CMA can offer City of West Monroe the level of expertise, service and support you deserve and should expect. If we can be of any further service to you on this specific need or if you have questions about what other services CMA may provide City of West Monroe, please contact Peter Mackey at 225-927-9200. We will



be glad to offer more information, answer any questions you may have or engage the resource necessary to meet your need.

Sincerely,
Peter Mackey
CMA
Cell phone 225-281-1833

To place order, please sign CMA Terms and Conditions and email to Peter Mackey at pmackey@cmaontheweb.com

T TERMS AND CONDITIONS

The following terms and conditions shall apply to such purchase and sale:

1. Purchase Price; Payment; Taxes

PURCHASER agrees to pay the purchase price of each item listed on the front of this Agreement according to the terms defined on page 1 of the contract, plus applicable sales/use taxes, less any security deposit paid in advance. The PURCHASER will pay any personal property taxes assessable on the item(s) on or after the delivery.

PURCHASER agrees that any payment not received by SELLER within the terms defined in this Agreement shall be subject to an annual interest charge of the lower of 18% or the maximum allowed by law. This charge will be applied to the unpaid balance for each 30 day period, or any portion thereof, that payment is not received.

PURCHASER agrees to pay for any partial shipment of item(s) under the same terms listed above. Payment for the partial shipments shall equal the portion of the total amount that the partial shipment represents.

2. Freight Costs; Risk of Loss

SELLER of SELLER'S agent will arrange for packing, insurance, shipment and delivery of the equipment to PURCHASER'S installation site. Risk of loss shall pass to PURCHASER upon delivery at PURCHASER'S installation site.

3. Installation

PURCHASER agrees to pay all installation charges and to provide a suitable place for installation with proper power and general environmental conditions as defined in the item's Installation Manual

4. Titles; Risk of Loss; Security Interest

Title to each item shall pass to PURCHASER upon payment. SELLER shall retain a vendor's security interest in any item(s) delivered to the PURCHASER until the full purchase price thereof is paid by the PURCHASER. Should PURCHASER fail to perform any such obligations including default in payment of any charges hereunder when due, SELLER or its assignee may remove and repossess any or all item(s) hereunder with or without notice or demand, in addition to exercising such other rights and remedies as may be conferred on it by law.

5. Maintenance; Warranties; Disclaimers

SELLER warrants that, upon delivery, SELLER will be the lawful owner of the item(s) and will have the full power and authority to sell the same to the PURCHASER.

All new items listed in this Agreement will be accompanied by all eligible manufacturers' warranties, unless otherwise stated in item description. For thirty (30) days after shipment to PURCHASER, SELLER warrants that items which do

not have any manufacturer's warranty remaining, will qualify for the manufacturer's maintenance agreement, if the items are both installed by the manufacturer and placed under the manufacturer's maintenance agreement prior to such installation.

After this thirty (30) day period, PURCHASER assumes all liability for such item(s) which are either defective or may have missing "ship group" items.

PURCHASER ACKNOWLEDGES THAT SELLER IS NOT THE MANUFACTURER OF THE ITEM(S) AND EXPRESSLY WAIVES ANY CLAIM AGAINST SELLER BASED UPON ANY INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT WITH RESPECT TO ANY ITEM(S) OR FOR ANY INDEMNITY AGAINST ANY PATENT CLAIM MADE BY ANOTHER AGAINST THE PURCHASER.

THERE ARE NO UNDERSTANDINGS, AGREEMENTS, REPRESENTATIONS, OR WARRANTIES, EXPRESSED OR IMPLIED (INCLUDING ANY REGARDING THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), NOT SPECIFIED HEREIN, RESPECTING THIS CONTRACT OR ITEMS HEREUNDER.

6. GENERAL

A. This constitutes the entire Agreement between the SELLER and PURCHASER with respect to the purchase of the item(s) superseding all prior correspondence and representation between the parties including, without limitation, any purchase order submitted by the PURCHASER to the SELLER. No provision of this Agreement shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification be in writing signed by the party, against whom it is sought to enforce the waiver, amendment or modification.

B. This Agreement may not be assigned by the PURCHASER without the prior written consent of the SELLER, and any attempted assignment without such consent shall be void.

This Agreement will be deemed void, at the SELLER'S option, if it is not signed by the PURCHASER within (10) days of being signed by the SELLER.

D. Notices shall be in writing and sent by registered or certified mail, postage prepaid, to the address of the party contained herein. Either party may change its address for notice purposes by notifying the other party in this matter.

E. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and of equal force and effect.

F. Cancellation of this Agreement prior to shipment may result in a cancellation fee of up to 15% of the total purchase price to be paid to SELLER by PURCHASER.



G. No item may be returned to SELLER by PURCHASER after shipment without prior written approval from SELLER. A restocking charge may be assessed by SELLER upon such approval.

H. Acceptance of this Agreement is contingent upon PURCHASER'S credit approval and acceptance by SELLER.

I. Each party agrees that when electronic communications are used, they are the equivalent of written and signed documents.

J. PURCHASER agrees to pay rework charges incurred when associated with PURCHASER'S requested changes to the contract, after the order has been placed with the supplier.

K. This Agreement shall be governed by and construed in accordance with the laws of the State Of Louisiana.

L. The parties agree that jurisdiction for the purpose of all issues of law, fact or equity arising out of this Agreement, or any additions, amendments, or supplements thereto, shall be in the state of federal courts located in the state and parish/county where the equipment is delivered.

M. The parties agree to submit any disputes arising in connection with this Agreement or any additions, amendments, of supplements thereto to binding arbitration, pursuant to the rules of the American Arbitration Association.

N. If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire Agreement.

O. The PURCHASER is responsible for the accuracy of any equipment configuration provided by the PURCHASER and used as a basis to order any item(s) listed. Any additional charges resulting from an inaccurate equipment configuration supplied by PURCHASER to SELLER will be the sole responsibility of the PURCHASER.

THE STATED TERMS AND CONDITIONS APPLY TO
AGREEMENT #

Accepted By: _____
(Purchaser's Name)

By: _____

Title: _____ Date: _____



Statement of Work

Service Quote #17223293

Customer Name:	City of West Monroe	Project Name	System Migration
Customer Contact:	Don Dean	Date Prepared:	2/8/2024
Client Rep:	Patrick Derbes	Service Sales Rep:	Mikki Smigielski

CMA is pleased to present our proposal for (1) System Migration to Power 10 server for City of West Monroe

Scope of Work

Task	Description
System Migration	<ul style="list-style-type: none"> • Install (1) Model 9105-41B Power 10 • Provide advice and guidance on performing a full system backup • Save/restore from client’s current Power System to new Power 10

Deliverables

Customer agrees that upon completion of the following deliverables (unless modified by subsequent change order) CMA has fulfilled its obligation under this Statement of Work. For any changes to this Statement of Work, CMA and Customer will complete a Change Request to be agreed upon by both parties.

Deliverable Work Product
Completion of (1) System Migration

Assumptions and Prerequisites

Client will designate a representative who will be the focal point for all communication relative to this project.
Client will provide access to the Power system during agreed upon hours.
Client will provide Power I User ID’s and passwords.
Client will perform necessary system backups.
Client will be responsible for updating remote controllers, if applicable.
Client will contact all software and hardware vendors to confirm compatibility with the new release. CMA will provide output from the V7.1 readiness tool that assists in identifying object code incompatibility. Client is responsible for bringing 3rd party software up to compatibility with the new version of the OS.
The OS for the system to be at V7.4 .
The proper license is in place for the version of OS/400 to be installed.
The system software to be installed is available.
This service does not include updates to PC’s running Client Access, or adding a new client.

Charges

Task	Travel expenses	Total
System Migration	Actual Travel Expenses as Needed	\$5,000.00 Plus Travel expenses

Warranty

CMA warrants that we will perform support services in a workmanlike manner and according to its current description in this Agreement.

Offer Expiration

This offer expires if not executed in writing on or before 02/28/2024.

Statement of Work Signatures

CMA and Customer agree to this SOW and Customer hereby authorizes commencement of the service.

Customer

CMA

Signature

Signature

Name

Name

Title

Title

Date

Date

MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is made and entered into as of the 11 day of January, **2024** (the “Effective Date”), by and between Cherbonnier, Mayer & Associates, Inc., dba CMA Technology Solutions, a Louisiana corporation, with offices at 8180 YMCA Plaza Drive, Baton Rouge, LA 70810 (“CMA”), and City of West Monroe, appearing herein through (name) Don Dean, its duly authorized (position) IT Director, with its principal offices at 2305 N. 7th Street City of West Monroe, LA. 71291 and its affiliates and subsidiaries (hereinafter collectively referred to as the “Client”). In consideration of the mutual promises contained herein, the parties agree as follows:

1. SERVICES, PERFORMANCE AND COMPENSATION

1.1 Scope of Services. Subject to the terms set forth in this Agreement, CMA agrees to provide certain professional services (“Services”) as may be more fully described in one or more Statement(s) of Work (“SOW” or “SOW(s)”), which shall become a part of this Agreement upon execution by the parties and any license agreements (if applicable) that was mutually agreed upon and signed by both parties. All Services shall be performed in accordance with and governed by the terms and conditions of this Agreement and the applicable SOW(s). In the event of any conflict between this Agreement and an SOW, the terms of the SOW shall control. Should the Services provided hereunder require the purchase of any product(s) or license to or purchase of any software, the terms of the CMA separate written quote(s) for the purchase(s) agreed upon by the parties shall govern the purchase(s).

1.2 Performance. CMA shall perform all Services as described in the SOW(s) in a professional and workmanlike manner consistent with its applicable and customary industry standards. EXCEPT AS STATED ABOVE, CMA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Client shall make available its facilities or other reasonable accommodations, as well as its employees and subcontractors, for CMA to perform the agreed upon Services.

1.3 Fees; Payment. CMA shall invoice the Client in accordance with the terms of the SOW(s) for all fees for Services, as well as all expenses (Section 1.4) and taxes (Section 1.5), as described below, at such intervals as CMA may elect, and all invoiced amounts shall be due and payable by the Client in U. S. Dollars at CMA’s offices within thirty (30) days after the date of such invoice. The Client shall be liable for interest on the unpaid balance on any CMA invoice not timely paid at the rate of 18% per annum. The Client shall further be liable for all costs incurred by CMA in the collection of any past due balances, including, but not limited to, attorney fees, filing fees, expert fees and court costs.

1.4 Expenses. Client agrees to pay all reasonable expenses including travel, lodging and meals, and out of pocket expenses, such as shipping, printing and supplies related to the performance of this Agreement.

1.5 Taxes. Client shall pay any and all taxes incurred as a result of or otherwise in connection with this Agreement or the Services, including without limitation, state and local excise, sales and use taxes, but excluding taxes based upon the net income of CMA or franchise taxes imposed upon CMA, or any taxes for which Client is exempt, provided Client has furnished CMA with a valid tax exemption certificate in a timely manner.

1.6 Third Parties. CMA shall perform the requested Services with the expertise of its own employees, and may subcontract any of its obligations or Services hereunder as deemed necessary.

2. CONFIDENTIALITY

2.1 **Definition.** "Confidential Information" shall mean any and all technical, business and/or proprietary data or information disclosed by one party to the other party hereunder, either directly or indirectly, in writing, orally, intangible or by inspection of tangible objects whether or not designated as confidential, including, without limitation, information regarding either party's business strategies and practices, designs, drawings, research, developments, inventions, formulas, methodologies, processes, finances, trade secrets, know-how, pricing, technology, software, product plans, Client's IP schemes, Client's network system documentation, Client passwords, services, relationships with any third party, client lists, and information regarding either party's employees, clients, vendors, which the confidential or proprietary nature of which is reasonably apparent under the circumstances.

2.2 **Non-Use and Non-Disclosure.** Each party will treat as confidential all Confidential Information of the other party, and will not use such Confidential Information except as expressly set forth herein or otherwise authorized in writing, and will implement reasonable procedures to prohibit the unauthorized use, disclosure, duplication, misuse or removal of the other party's Confidential Information and will not disclose such Confidential Information to any third party except upon the prior consent of the disclosing party. Without limiting the foregoing, each of the parties will use at least the same procedures and degree of care which it uses to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of Confidential Information disclosed to it by the other party under this Agreement, but in no event less than reasonable care. Neither party shall copy or duplicate in any form, Confidential Information of the other party without the disclosing party's prior written consent.

2.3 **Exceptions.** Confidential Information does not include information which is (i) already known to the receiving party prior to the date of disclosure and has properly been obtained as of the date of disclosure; (ii) already in possession of the public or becomes available to the public other than through the act or omission of the receiving party in violation of this Agreement; (iii) required to be disclosed under applicable law or by governmental order, decree, regulation or rule (provided that the receiving party shall give written notice to the disclosing party prior to such disclosure, if permitted by law, and given sufficient time to permit the disclosing party the ability to contest such disclosure); (iv) acquired independently and without obligation of confidence from a third party; or (v) independently developed by the receiving party as demonstrated by the records of such party.

2.4 **Return of Materials.** Upon the termination or expiration of this Agreement, or upon either party's earlier written request, the receiving party shall return or destroy all of the disclosing party's Confidential Information that the receiving party may have in its possession or control.

2.5 **Injunctive Relief.** Each party acknowledges that any unauthorized disclosure or use of the Confidential Information would cause the disclosing party imminent irreparable injury and that the disclosing party shall be entitled to seek, without any showing or proof of irreparable damage, in addition to any other remedies available at law or in equity, temporary, preliminary, and permanent injunctive relief.

3. INTELLECTUAL PROPERTY

3.1 **Ownership.** CMA shall retain all right, title and interest in any intellectual property created in or while performing the Services provided under this Agreement. This includes, but is not limited to, all copyrights, patent rights, trade secrets, know-how and any other intellectual property in the Services, including any contained in the deliverables associated with this Agreement.

3.2 **General Knowledge, Skills.** Nothing in this Agreement shall preclude CMA from using in its business operations any general information, principles, concepts, ideas, skills, tools, methodologies or other knowledge that CMA may acquire during the course of providing the Services hereunder, provided that CMA shall not disclose any of Client's Confidential Information.

3.3 Pre-existing Materials. All copyrights, patents, trade secrets, or other intellectual property rights associated with ideas, concepts, techniques, inventions, processes or works of authorship developed or created by each party, or its personnel, that are clearly identified and marked, prior to commencement of Services or independent of the Services provided hereunder, shall remain the exclusive property of each party.

4. PATENT, TRADEMARK. The Client shall defend, indemnify and hold CMA harmless against all costs and expenses, including reasonable attorney's fees, associated with the defense or settlement of any claim that any of the systems, services or deliverables provided by the Client infringe any patent, copyright, trademark, trade secret or other intellectual property right, and the Client shall pay any judgments or settlements based on any such claims

5. INDEMNITY: Each party agrees to indemnify and hold harmless the other party hereto and the other party's shareholders, directors, officers, employees and agents, from and against any and all claims, demands, causes of action and liabilities of any nature, to the extent that such claim, demand, cause of action and/or liability is attributable to the breach of contract or fault of the indemnifying party.

6. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CMA SHALL NOT BE LIABLE TO THE CLIENT FOR ANY INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, ECONOMIC, PUNITIVE OR CONSEQUENTIAL DAMAGES, OF ANY KIND AND HOWEVER CAUSED INCLUDING BUT NOT LIMITED TO, LOSS OF INCOME, LOSS OF PROFITS OR GOODWILL, LOSS OF DATA OR FAILURE TO REALIZE EXPECTED SAVINGS AND LOSS OF INTERRUPTION OF BUSINESS, EVEN IF PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND REGARDLESS OF WHETHER THE FORM OF ACTION IS IN CONTRACT, TORT OR OTHERWISE. IN NO EVENT SHALL CMA'S TOTAL LIABILITY FOR ANY DAMAGES FOR ANY BREACH OF THIS AGREEMENT EXCEED THE AMOUNT OF COMPENSATION IT HAS RECEIVED UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEEDING THE EVENT GIVING RISE TO THE ALLEDGED LIABILITY.

7. TERM AND TERMINATION.

7.1 Term. This Agreement will commence on the Effective Date and will continue until the termination as provided below.

7.2 Termination. In the event that the SOW(s) does not set forth terms or conditions with regard to termination, the following terms and conditions shall apply:

(1) Termination Without Cause – This agreement may be terminated without cause by either party by giving thirty (30) days written notice of the termination specifying the effective date of the termination.

(2) Termination with Cause - Either party may terminate this Agreement at any time by giving thirty (30) days written notice of the termination specifying the effective date of termination if (i) the other party fails to perform an obligation or remedy a failure or default under the Agreement for a period continuing more than thirty (30) days after the aggrieved party has given the failing or defaulting party written notice specifying each such alleged failure or default, or (ii) immediately, if either party makes a general assignment for the benefit of creditors, or files a petition of bankruptcy or receivership, or has an involuntary assignment or petition of bankruptcy or insolvency filed against it.

(3) In the event of termination by the Client without cause, all sums due or to become due under the SOW(s) shall be accelerated and become immediately due, and shall be invoiced by CMA to the Client, which shall be paid by the Client in accordance with Section 1.3 of this Agreement. In addition, CMA in its discretion may also invoice to the Client any costs incurred by CMA relating to its equipment,

staffing and remote operations costs to perform Services pursuant to the SOW(s), which shall be paid by the Client in accordance with Section 1.3 of this Agreement

(4) In the event that CMA terminates this Agreement without cause, it shall furnish the Client with a brief report summarizing the work performed and status of any work in progress pursuant to the SOW(s), upon the Client's payment in full of all amounts due CMA through the date of termination in accordance with Section 1.3 of this Agreement.

7.3 Survival. Upon termination or expiration this Agreement, all rights and duties of the parties toward each other regarding Sections 2 (Confidentiality), 3 (Intellectual Property), 4 (Patent, Trademark), 5 (Indemnification), 6 (Limitation of Liability), 7 (Term and Termination) and 8 (Miscellaneous) shall survive termination of this Agreement.

8. MISCELLANEOUS.

8.1 Notices. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by first class registered mail, or air mail, as appropriate, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address set forth in the preamble to this Agreement. Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

8.2 Assignment. Neither party shall assign or transfer its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld; except that either party may assign this Agreement in its entirety as part of a corporate reorganization, consolidation, merger or sale of substantially all of its assets. Either party may also assign this Agreement in its entirety to any affiliate or subsidiary.

8.3 Waiver. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. No exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.

8.4 Severability. If any term, condition, or provision in this Agreement is declared to be invalid, unlawful or unenforceable to any extent by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall be unimpaired, and the invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

8.5 Integration. This Agreement and any applicable SOW(s) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter. This Agreement may not be amended, except by a writing signed by both parties. Purchase orders of a Client are solely for Client's accounting purposes, and shall not become part of this Agreement, any applicable SOW(s), or affect their respective terms.

8.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same agreement.

8.7 Governing Law. This Agreement will be interpreted and construed in accordance with the laws of the State of Louisiana, without regard to conflict of laws principles. The sole venue for any suit by the parties arising out of this Agreement shall be the 19th Judicial District Court, East Baton Rouge Parish, Louisiana. The parties waive and relinquish the right to trial by jury.

8.8 Independent Contractors. It is the express intention of the parties that the relationship between the parties hereto is that of independent contractors. Nothing herein shall be deemed or construed to create a joint venture, partnership or agency relationship between the parties for any purpose.

8.9 Insurance. CMA and Client shall maintain their respective standard insurance coverages throughout the term of this Agreement. At a minimum for Client, insurance coverages shall include general liability and workers' compensation coverage.

8.10 Force Majeure. Neither party shall be liable to the other for any failures or delays in the performance of any obligations hereunder to the other party arising out of conditions beyond its reasonable control, including, without limitation, work stoppages, fire, civil disobedience, delays associated with product malfunction or availability, riots, rebellions, storms, electrical failures, delays caused by the other party, and acts of God and similar occurrences. Performance under the Agreement shall be considered extended for a period of time equivalent to the time lost because of any failure or delay; provided, however, that if any such failure or delay shall last for a period of more than thirty (30) consecutive days, except in the case of delays for product availability in which a reasonably equivalent alternative may be substituted without any undue expense or inconvenience to either party, the party not relying on the failure or delay, at its option, may terminate this Agreement in accordance with the provisions of Section 7 of this Agreement.

8.11 Compliance with Laws. Both parties agree to comply with all applicable laws, regulations, and ordinances relating to such party's performance under this Agreement.

8.12 Non-Solicitation. During the term of this Agreement and for a period of twenty four (24) months thereafter, neither party, directly or indirectly, shall knowingly solicit the employment on any person employed by such party within the preceding twenty four (24) month period. Violation of this section would result in irreparable harm. Should Client breach this provision, Client shall pay CMA damages in a lump sum amount, as liquidated damages, equal to one hundred percent (100%) of the CMA employee's highest annual compensation or one hundred thousand dollars (\$100,000.00), whichever is greater.

The parties have executed this Agreement below to indicate their acceptance of its terms.

CMA:
Cherbonnier, Mayer & Associates, Inc.,
dba CMA Technology Solutions

Client: City of West Monroe, La. .

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____,

duly authorized