

STATE OF GEORGIA
COUNTY OF WHITEFIELD

AGREEMENT BETWEEN THE CITY OF DALTON GA AND SAGES NETWORKS INC.,
FOR SOFTWARE LICENSING, MAINTENANCE AND SUPPORT SERVICES

THIS AGREEMENT for Software Licensing, Maintenance and Support is entered into this ____ day of ____ July 2025, by and between Sages Networks Inc. having its principal place of business at 100 North Point Center, Suite #125, Alpharetta GA 30022 hereinafter referred to as “Sages”, and The City of Dalton GA, hereinafter referred to as the “City”.

RECITALS:

WHEREAS the City desires to procure cloud-based Code Enforcement software from Sages, and

WHEREAS, the City has agreed to engage Sages for the software as described for the City, and according to the further terms and conditions set forth herein.

NOW THEREFORE, in consideration of the Recitals and mutual promises contained herein, the City and Sages agree to as follows:

Definitions

“SagesGov Application” is the Sages cloud-based Code Enforcement software.

“SagesGov Staff User License” refers to an individual who is a user authorized by the City to use the SagesGov Application, for whom the City Department has ordered the Service, and to whom the City Department (or Sages at the request of the City) has supplied a user identification and password. Users may include, for example, the City’s employees, consultants, contractors, and agents, and third parties whom the City Department hires.

“External User” refers to any registered users of the SagesGov Application including but not limited to Citizens, Architects, Engineers, General Contractors, Subcontractors of the General Contractor and Builders. External Users cannot be employed by the City, cannot be hired by the City to perform services on behalf of the City, and cannot offer plan review, permitting, inspection or any other City services.

“Maintenance and Technical Support” is the continuous attention to and updating of SagesGov Application software and technical support services provided by Sages to the City for SagesGov applications. It does not include functional support issues such as changes to configuration, how-to questions, usage or business-related clarifications, training, custom programming, or onsite visit after go-live.

“Functional Support” covers support by Sages staff limited to the number of hours in the City’s Monthly Functional Support Plan and covers the following: questions about system functionality, questions about system configuration, how-to questions, Minor tweaks to system configuration, login issues, determining integration and Staff User environment issues.

"City Data" refers to the City's project/case records in SagesGov and information and files in SagesGov associated with the City's project/case records.

1. Scope of Work

Product & Modules

Sages shall provide the following software modules described in the SagesGov Application to the City:

SagesGov Application product modules:

- SagesGov Code Enforcement Module
- SagesGov Mobile Inspections App – Apple & Android platforms.
- SagesGov Web Application includes Public Portal, Role based system, Online Submission of Code Enforcement complaints, supporting documents, Intake, Checklists, Predefined Code Comments/Predefined Violations, Meetings, Notices, Emails & Alerts, Assign coordinators, and data forms, Mobile Inspections, Code Enforcement, Notices, Holds, Letters & Documents, History, Search, Standard Reports and Administration module.
- SagesGov Application cloud services include:
 - o Annual Technical Support and Maintenance.
 - o Enterprise-level cloud-based software hosted on the Microsoft Azure platform.
 - o Cost of Technical support, monitoring, ensuring up time and quick responses to issues.
 - o Cost to store Photographs, Notices, and other documents.
 - o Cost of Hardware, Server Software, Database software and Hosting Costs.
 - o Cost of Personnel to manage Servers, Network, Hardware, and keep them up to date.
 - o Costs of Rent, Power, Air Conditioning, and other data center costs.
 - o Costs to handle software development, upgrades, and patches to the SagesGov Application product every 6 months.
 - o Cost of Personnel to Manage backup and disaster recovery.
- Compensation; Time of Payment

Sages shall request payment under this agreement by submitting a proper invoice to the City at its designated payment office at the time and in the manner specified in the in the payment milestones table below.

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Annual Subscription: SagesGov Code Enforcement software						
Table 1	Annual Subscription Costs - SagesGov Software					New Customer Special Offer
Item	Description	Quantity	Unit	Unit Price	Line Total / Yearly	
1	Staff user license: SagesGov Code Enforcement software	4	Licenses	\$1,728.00	\$6,912.00	\$4,000.00
2	External users: Citizens, Home Owners & Public	Unlimited		\$0.00	\$0.00	\$0.00
		Total Annual SagesGov software subscription			\$6,912.00	\$4,000.00

Table 2	One Time Costs - Initial Setup, Configuration, Professional Services & Training					New Customer Special Offer
Item	Description	Quantity	Unit	Unit Price	Line Total	
1	Service: SagesGov Base Setup and Configuration, Disciplines, File Type, Users and Roles	1		\$7,500.00	\$7,500.00	\$0.00
2	Service: Setup 1 Workflow processes, Application forms, Emails, NOV, Citation, File Types, Holds, Alerts, Checklists and Notices Code Enforcement Complaint Submission Application @ 30 hours / process	1	Processes	4,500.00	\$4,500.00	\$0.00
3	Hands-on Onsite Training: SagesGov software Training 3 hours per session. up to 10 staff users / session.	1	Session	1,750.00	\$1,750.00	\$0.00
4	Professional Services during requirements gathering, configuration, integration, UAT & go live includes Project management.	8	Hours	225.00	\$1,800.00	\$0.00
5	Data Migration using SagesGov standard data loader. We will provide the City the specification we need the data exported for us to load into SagesGov.	1	\$1.00	\$25,575.00	\$13,375.00 0	\$6,000

6	Integration with ArcGIS online / QPublic for Address and Parcel Validation Note: We will need a similar need this service with features layers from your City/County to integrate with QPublic: https://wfs.schneidercorp.com/arcgis/rest/services/PitkinCountyCO_WFS/MapServer	1	Adapter	\$2,850.00	\$2,850.00	\$0
		Total Implementation Cost			\$31,775.00	\$6,000

Table 3	5 Year Costs			
Year	SagesGov Licensing Code Enforcement Annual Software Subscription	One Time Costs	Total / Year	Milestone
Year 1	\$667	\$6,000	\$6,667	(At contract sign off)
Year 2	\$4000		\$4,000	January 2026
Year 3	\$4,000		\$4,000	January 2027
Year 4	\$4,000		\$4,000	January 2028
Year 5	\$4,000		\$4,000	January 2029

Table 4	Other Services (optional)		
	Additional Professional Services Hours		
1	<ul style="list-style-type: none"> 5-50 hours additional professional services - \$225 / hour 51-100 hours additional professional services - \$200 / hour 101-150 hours additional professional services - \$175 / hour 151+ hours and above - \$150 / hour 		
2	Functional Support after Go Live this is for how-to questions, and small tweaks to setup and configuration.	1 hour / month	\$225/ month

2. Intellectual Property and Confidentiality

Sages retains exclusive ownership of all intellectual property, including the SagesGov Application, underlying source code, configurations, and all related deliverables. Any feedback or suggestions from the City should be treated as confidential and do not grant the City any IP rights. The City acknowledges its obligations under the Georgia Open Records Act may impact confidentiality, but Sages's proprietary IP remains protected.

3. Licensing and Use Restrictions

Sages grants the City a non-exclusive, non-transferable user subscription license for the SagesGov Application, valid only during an active subscription period. Each license is assigned to a specific individual and may not be shared or sublicensed. The City is prohibited from hosting, modifying, reverse engineering, or distributing the software in any form.

4. Term and Termination

This Agreement shall continue for one year from Go-Live, with annual renewals thereafter. Either party may terminate with 30 days' written notice following the initial term. Upon termination:

- If the City terminates for cause, Sages shall refund any prepaid fees for the remaining term.
- If Sages terminates for cause, the City will pay any outstanding fees.
- Within 30 days of termination, Sages will provide a downloadable copy of the City's data upon request. After this period, Sages will delete the data unless prohibited by law.
- Transition assistance will be billed at Sages's standard professional services rate.

5. Data Ownership and Protection

The City retains full ownership of its data. Sages is granted a limited license to use the City's data solely to fulfill its obligations under this Agreement. Sages will implement commercially reasonable safeguards to protect the data's confidentiality and integrity and will not access or disclose City data except as required to deliver the service or with City authorization.

6. Warranty and Disclaimers

Except as expressly stated, Sages provides the SagesGov Application "as-is" and disclaims all warranties, including merchantability, fitness for a particular purpose, and non-infringement. Sages is not liable for third-party hosting services or third-party content displayed via the Application, and the City assumes full responsibility for any public content it manages or publishes.

7. Integration with Third-Party Applications

Certain SagesGov features integrate with third-party platforms (e.g., ArcGIS). The City is responsible for securing access to these services. If these third-party services become unavailable, Sages may discontinue related features without penalty or obligation for refunds or compensation.

8. Workmanship and Performance Standards

All services by Sages will be performed in a professional manner consistent with industry standards. The City agrees to notify Sages of any performance concerns and allow Sages a reasonable period to address them.

9. ADA Compliance

The City is solely responsible for ensuring that all content it creates or manages within the SagesGov Application—including forms, documents, and announcements—is ADA-compliant.

10. Governing Law and Venue

All matters relating to this AGREEMENT shall be governed by the laws of the State of Georgia , without regard to its choice of law provisions, and venue for any action relating to this AGREEMENT shall be the Whitfield County Superior Court, Georgia.

IN WITNESS WHEREOF, Sages has executed the foregoing with the signature(s) of its duly authorized officer(s), and the City has executed with the signature of its Administrator attested by its (Assistant/Deputy) Clerk-Treasurer, with the official seal affixed, the day and year first above written.

SAGES NETWORKS:

CITY OF DALTON

By:

By:

Printed Name/Title

Printed Name/Title

Attest:

By: _____

Printed Name/Title