

STATE OF GEORGIA
COUNTY OF CLAYTON

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

THIS AGREEMENT for Software Licensing, Maintenance and Support is entered into on _____, by and between Sages Networks Inc. having its principal place of business at 100 North Point Center, Suite #225, Alpharetta, GA 30022 hereinafter referred to as “Sages”, and The City of Jonesboro, hereinafter referred to as “The City”.

RECITALS:

WHEREAS The City desires to procure SagesGov SaaS software from Sages; and

WHEREAS, The City has agreed to engage Sages for the software as described, 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:

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Definitions

“SagesGov Application” or “SagesGov SaaS Software” is the Sages cloud based Electronic Plan Review, Permitting, Inspections, Licensing & 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, your employees, consultants, contractors and agents, and third parties whom The City hires.

“External User” refers to any registered users of the SagesGov Application including but not limited to Citizens, Business Owners and Residents. 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 business licensing or code enforcement services 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 the SagesGov applications. It does not include functional support issues such as how-to questions, usage or process-related clarifications, training, custom documentation, custom programming, changes to configuration or onsite visits.

“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, diagnosing integration and Staff User environment issues.

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

“Transition Services” refers to the professional services Sages will perform, billed on a time-and-materials basis at Sages' additional professional services rates to assist the City in transitioning away from SagesGov.

"Application Form" refers to the configurable form within the SagesGov SaaS Software that is presented to a user during project/case submittal to capture the information required for that project/case type, and which is composed of individual Data Fields, each designed to capture a specific type of data.

"Data Fields" refers to the individual building blocks of Application Forms and Data Forms within the SagesGov SaaS Software, each of which captures a specific type of information

"Data Form" refers to a supplemental form within the SagesGov SaaS Software that captures additional project/case information, either as part of project/case submittal or at a later point in the project/case lifecycle, and which, like Application Forms, is composed of Data Fields to capture specific types of data.

Scope of Services

Sages shall provide the following services:

- Functional Setup & Configuration: Create Process, Application form, checklists, emails, supplemental forms (as needed), file types, workflow, business rules for the following processes:
 - Building Permit, Trade Permit (Elec/HVAC/Plumb), Certificate of Occupancy Inspection - New Business, Rezoning, Conditional Use Permit, Appeal, Variance, Zoning Text Amendment, Site Plan Review, Minor Site Plan, Preliminary Plat, Final Plat (Admin), Minor Subdivision, Permanent Sign, Temporary Sign, Certificate of

Appropriateness (COA), ROW Permit, Special Event, Film Permit, Yard Sale, Fence Permit, Golf Cart Registration, Vacant Building Registry, Land Disturbance Permit, Tree Removal, Demolition Permit

- Professional Services during requirements gathering, configuration, integration, User Acceptance Testing (UAT) & go live includes Project management.
- Hands-on Onsite Training
- SagesGov Application Integrations: ArcGIS online integration, Forte Payment Gateway integration and Integration with The City's Financial system using flat file interface and Integrations with JusticeOne system using flat file interface.

1. Compensation: Time of Payment

SagesGov Licensing, Electronic Plan Review, Permitting, Mobile Inspections and Code Enforcement Software Solution Pricing for the City of Jonesboro GA				
Table 1	Annual Subscription Costs - SagesGov Software			
Item	Description	Quantity	Unit Price	Yearly Cost
1	Upfront Software License	0	\$0.00	\$0.00
2	Cost of Hardware, Server Software, Database software, and Hosting Costs	0	\$0.00	\$0.00
3	Costs of Rent, Power, Air Conditioning, and other Data Center costs.	0	\$0.00	\$0.00
4	Staff user license: SagesGov Electronic Plan Review integrated with Bluebeam Revu Software Subscription	2	\$2,880.00	\$5,760.00
5	Staff user license: SagesGov Licensing, Permitting & Mobile Inspections Software Subscription	2	\$1,728.00	\$3,456.00
6	Staff user license: SagesGov Code Enforcement Software Subscription	1	\$1,000.00	\$1,000.00
7	Functional Support after Go Live this is for how-to questions, and small tweaks to setup and configuration.	1 hour / month	\$225/month	\$2,700.00
8	Bluebeam Revu Core Subscription: For drawings review, markups, redline, comments and measurements.	4 Licenses	\$333.00	\$1,332.00
9	Annual Maintenance ESRI GIS Integration using Arc GIS online REST endpoint for Address and Parcel validation for City of Jonesboro	1 Adapter	570 / year	\$570.00
10	Annual Maintenance Forte Payment Systems Integration for online Fee payment	1 Adapter	875 / year	\$875.00
11	Annual Maintenance Finance system Integration	1 Adapter	870 / year	\$870.00
12	External users: Builders, Architects, Contractors, and Citizens.	Unlimited	\$0.00	\$0.00
	Total Annual SagesGov Licensing, Electronic Plan Review, Permitting, Mobile Inspections and Code Enforcement Software Subscription, Technical Support, Maintenance - 5 Staff and unlimited External Users	** New Customer 75% Discount - Year 1 Please see Table 4		\$16,563.00

Table 2	One Time Costs - Initial Setup, Configuration, Professional Services & Training			
Item	Description	Quantity	Unit Price	One Time Cost
1	Service: SagesGov Base Setup and Configuration, Departments, Disciplines, File Type, Users and Roles	1	\$7,500.00	\$7,500.00
2	Service: Setup Workflow for Permitting, P&Z processes, Application forms, Emails, Review Types, File Types, Holds, Alerts, Checklists, Plan Review Reports and Notices for City of Jonesboro GA	5 processes. 10 hours per process.	\$150 / hour	\$7,500.00
3	Service: Setup Workflow for Licensing processes, Application forms, Emails, Review Types, File Types, Holds, Alerts, Checklists, and Notices for City of	2 processes. 30 hours per process	\$150 / hour	\$9,000.00

	Jonesboro GA			
4	Hands-on Remote Training: SagesGov & Bluebeam Revu Training 3 hours per session. up to 12 staff users / session.	1 session	\$1750/ session	\$1,750.00
5	Professional Services during requirements gathering, configuration, integration, UAT & go live includes Project management.	24 hours	\$225 / hour	\$5,400.00
6	Integration with ESRI GIS using Arc GIS online REST endpoint for Address and Parcel validation for City of Jonesboro GA	1 Adapter	\$2,850.00	\$2,850.00
7	Integration with Financial system using flat file interface	1 Adapter	\$4,350.00	\$4,350.00
8	Integration with Forte Payment Systems for online Fee payment	1 Adapter	\$4,370.00	\$4,370.00
9	Integration with JusticeOne system for Citations. This is using a flat file interface as per JusticeOne's specifications.	1 Adapter	\$4350.00	\$4,370.00 \$0
	Total SagesGov- Implementation Cost	** New Customer Prorated costs Please see Table 4**		\$42,720.00

Table 3 What's included in the SagesGov Annual Subscription / One-Time Costs?		
Item	Description	Cost
1	Public Portal, Role based system, Online Submission / Re-submission of drawing files, supporting documents, Intake, Routing, Electronic Plan Review, integrated with Bluebeam Revu, Markup, Comparison, Overlay, Checklists, Predefined Comments, Comments & Responses, Meetings, Notices, Emails & Alerts, assign coordinators, Assign Reviewers, Manage Reviewer workloads, Custom application, and data forms, auto add Reviews, Business License, Permitting, Mobile Inspections, Certificates, Notices, Holds, Letters & Documents, History, Search, User Dashboards, Standard Reports and Administration module.	Included in SagesGov Software Annual Subscription
2	Annual Technical Support and Maintenance.	
3	Enterprise-level cloud-based software hosted on the Microsoft Azure platform.	
4	Cost of Technical support, monitoring, ensuring uptime and quick responses to issues.	
5	Cost to store Drawing files, Plan Review Reports, Permits, Inspection tickets, Certificates, and other documents.	
6	Cost of Hardware, Server Software, Database software and Hosting Costs.	
7	Cost of Personnel to manage Servers, Network, Hardware, and keep them up to date.	
8	Costs of Rent, Power, Air Conditioning, and other data center costs.	
9	Costs to handle software development, upgrades, and patches to the SagesGov product every 6 months.	
10	Cost of Personnel to Manage backup and disaster recovery.	
	Total	\$0.00

Table 4 6 Year Costs			
Year	SagesGov Licensing, Electronic Plan Review, Permitting, Mobile Inspections and Code Enforcement Annual Software Subscription	One-Time Costs (Prorated over 6 years)	Total / Year
Year 1	\$4140 (75% Discount)	\$7,120	\$11,260
Year 2	\$16,563	\$7,120	\$23,683
Year 3	\$16,563	\$7,120	\$23,683
Year 4	\$16,563	\$7,120	\$23,683

Year 5	\$16,563	\$7,120	\$23,683
Year 6	\$16,563	\$7,120	\$23,683

1.2 Invoicing and Payment Milestones

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 payment milestones table below.

Table 5	Payment Milestones		
Item	Description	Milestone	Amount
1	Contract signed	Contract signed	\$6000
2	Finalize Requirements with the City	Requirements signoff	\$2000
3	Setup, User Acceptance Testing (UAT) & Training	Setup, UAT & Training Completed	\$2000
4	SagesGov software Go-Live	SagesGov Go-Live	\$1260
5	Year 2 onward	Anniversary of Contract	\$23,683

Table 6	Additional Professional Services		
1	Additional Professional Services Hours 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	Additional Training - 10 participants	\$1750 / 3 hour session	TBD

2. Workmanship and Quality of Services

All work performed under this AGREEMENT shall be performed in a workmanlike and professional manner, to the reasonable satisfaction of The City, and shall conform to all prevailing industry and professional standards.

3. Notices

All notices, requests for payment, or other communications arising hereunder shall be sent to the following:

The City of Jonesboro
 Attn: Blue Cole
 Telephone: (770) 478-3800
 1859 City Center Way,
 Jonesboro GA, 30236
 Email: bcole@jonesboroga.gov

Sages Networks Inc.
 Harish Krishna
 Telephone 678-471-7392
 100 North Point Center, Suite #125
 Alpharetta, GA 30022

Requests for Payment:

The City of Jonesboro
Attn: Accounts Payable
1859 City Center Way,
Jonesboro GA, 30236
Email: bcole@jonesboroga.gov

4. Non-discrimination

In consideration of the signing of this AGREEMENT, the parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this AGREEMENT.

5. Applicable Law

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 State and Superior Courts of Fulton County, Georgia or the U.S. District Court for the Northern District of Georgia.

6. Intellectual Property

Any information, data, instruments, documents, studies, reports or deliverables given to, exposed to, or prepared or assembled under these Terms of Agreement shall be kept as confidential proprietary information of Sages and not divulged or made available to any individual or organization without the prior written approval of Sages. Such information, data, instruments, documents, studies, reports or deliverables will be the sole property of Sages and not The City.

All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in performance of this AGREEMENT shall be the property of Sages.

Sages owns all rights, title, and interest in and to all intellectual property rights for the SagesGov Application. Accordingly, any suggestions, enhancements requests, feedback or recommendations provided by The City or any of its users to Sages related to the SagesGov Application shall be kept as confidential information of Sages. No right of ownership, expressed or implied, is granted under this Agreement.

7. Licenses

Sages grants to The City, and The City accepts, a non-exclusive, non-transferable, non-sub-licensable right and use of SagesGov Application User Subscription Licenses for the SagesGov application, without the right to sublicense to others, to make, use, sell, offer to sell, or import the Licensed Products and Licensed Services in the Licensed Territory.

1. A user subscription license that is granted to The City will allow The City to only use or perform the software during the period the license is active.
2. The City is not allowed to transfer the user subscription license to any other company, organization or individual other than who is specified herein.
3. The user subscription license grants use of the SagesGov application only for the period that The City maintains an active license. Each active license is for a designated person. A user subscription license cannot be shared among individuals.
4. The user subscription license does NOT grant any rights to download, view, use, modify or sell the underlying source code or object code of the SagesGov Application. The underlying source code and object code used to build and offer the SagesGov Application is the property of Sages

Networks Inc and nothing in this agreement is granting any rights (implied or otherwise) to The City.

5. Since the underlying source code and object code of the SagesGov application is the property of Sages, Sages Networks Inc is the only company that is authorized to provide the SagesGov Application Software as a Service. Nothing in this document shall allow The City to host the SagesGov Application or make the SagesGov Application available for a fee or otherwise. The ability to offer the SagesGov Application service lies solely with Sages Networks Inc.

8. Warranties and Disclaimer

Except as expressly provided herein, Sages does not make any warranty of any kind, whether express, implied, statutory or otherwise. Sages specifically disclaims all implied warranties, including any implied warranty of merchantability, fitness for a particular purpose or non-infringement, to the maximum extent permitted by applicable law. Sages disclaims all liability and indemnification obligations for any harm or damages caused by any third-party hosting provider.

Sages is not responsible for any third party claims that arise out of any public content displayed by the SagesGov Application. The City acknowledges that the display of this content is in The City's full control and accepts full responsibility for the accuracy and appropriateness of publicly displayed information.

9. Force Majeure

Except as otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this AGREEMENT, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the AGREEMENT must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this AGREEMENT by this provision.

10. Integration with 3rd Party Non-SagesGov Applications

The SagesGov Application contains features that have been designed and developed to operate with 3rd party Non-SagesGov Applications. To use such features, The City agrees to obtain access to such Non-SagesGov applications from their providers. If the 3rd party Non-SagesGov application provider ceases to make the Non-SagesGov application available for operation and / or integration with the SagesGov application, we may cease providing such a feature without entitling The City to a refund, credit or other compensation.

11. Term and Termination of SagesGov Application SaaS Subscription

- (a) This Agreement shall commence on the date this Agreement is fully executed by both Parties (the "**Execution Date**"). The initial term shall terminate one (1) year after the Execution Date. At the conclusion of the initial one (1) year term, this Agreement shall renew automatically for successive one (1) year terms, unless earlier terminated as provided herein.
- (b) The City or Sages may terminate this AGREEMENT at any time following the initial term by providing a Thirty (30) days written notice. In the event of early termination, Sages shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to The City.
- (c) Refund of Payment. Upon termination by The City for cause, Sages will refund The City any prepaid fees covering the remainder of the term of the SagesGov application subscription after the effective date of termination. Upon any termination by Sages for cause, The City

will pay any unpaid fees covering the remainder of term after the effective date of termination.

- (d) Return of Data. Within 30 days after the date of termination of the Agreement and upon request by The City, Sages will make available to The City for download a file of The City's Data. After such a 30-day period, Sages will have no obligation to maintain or provide any of The City's Data and will thereafter, unless legally prohibited, delete all The City's Data in Our systems or otherwise in Our possession or under Our control. Transition Services upon Termination and requested by The City will be billable as "Professional Services". Since these transition services are non-deterministic at this time (i.e., neither party knows the level of effort to transition to a new system), these services will be billed at our company's standard Additional Professional Services rate.
- (e) Data Ownership - The City owns the data stored and processed by Sages and Sages will take commercially reasonable measures to ensure the protection and confidentiality of the data Subject to the limited rights granted by The City hereunder. Sages acquires no right, title or interest from The City or to The City's Data, including any intellectual property rights therein. The City grants to Sages a non-exclusive license to use The City's Data for the purposes of performing Sages obligations under this Agreement.
- (f) Protection of The City's Data. Sages receives no ownership rights in The City's Data. Sages will maintain commercially reasonable physical, administrative and technical safeguards for protection of the confidentiality, security and integrity of The City's Data. We will not (a) modify The City's Data, (b) disclose The City's Data except as expressly permitted in writing by The City, or (c) access The City's Data except to provide the SagesGov Application SaaS Subscription or Professional Services and prevent or address service or technical problems, or except at The City's request in connection with customer support matters.
- (g) ADA Compliance for The City's content in SagesGov Application including but not limited to The City's Application Forms, Data Forms, announcements and links to documents - The City will be responsible for ensuring and maintaining ADA Compliance for all The City content developed by The City or by Sages for The City in the SagesGov Application.

12. Laws/Safety Standards

Sages shall follow all laws, ordinances, codes, rules, regulations, safety standards and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority.

13. Incorporation of Documents/Complete Agreement

This AGREEMENT, and any documents incorporated below represent the entire AGREEMENT between the parties and suspend all prior oral or written statements, agreements or AGREEMENT(S).

[The Remainder of this page intentionally left blank; Signature Page Follows]

IN WITNESS WHEREOF, City and Sages Networks Inc., have executed the Agreement effective as of _____.

SAGES NETWORKS INC.

By: _____

Print Name: _____

Title: _____

ATTEST/WITNESS:

By: _____

Print Name: _____

Title: _____

CITY OF JONESBORO, GEORGIA

By: _____
Dr. Donya L. Sartor, PhD, Mayor

APPROVED AS TO SUBSTANCE:

Blue Cole, City Manager

APPROVED AS TO FORM:

City Attorney