



Agenda

City Council Meeting

March 10th, 2025

6:30 pm

Baldwin Municipal Courtroom, 155 Willingham Avenue, Baldwin, GA 30511

Call Meeting to Order

Invocation and Pledge

Consent Agenda

- a. Approval of Minutes: Council Meeting 2/24/25 and Work Session 3/4/25.

Public Comments

Casey Agnew

Vanessa and Zach Terrell

Public Hearings

Reports

Old Business

1. Consideration/Approval of Fieldale Farms Zoning Change Ordinance #2025-02161Z
2. Consideration/Approval of Master Fee Schedule

New Business

3. Consideration/Approval of Emergency Waterline Repair Expense
4. Consideration/Approval of Ace Watch Dog System for K-9 Unit
5. Consideration/Approval of Community Information Software

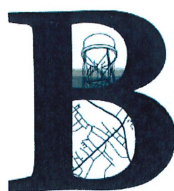
Executive Session

Announcements

- a. Homestead Exemption Affidavits for 2025 property taxes are due April 1st. If you do not have a Homestead Exemption, stop by City Hall or call 706-778-6341 to find out the exemption for which you qualify. If you have a City exemption, but not a County exemption, contact the County Clerk.
- b. The Baldwin City Council Spring 2025 Retreat will be April 10 - 11 from 8:00 am - 5:00 pm at EMI's Habersham Office at 202 Luthi Road, Alto, GA 30510. Formal notice and agenda to follow.
- c. The 26th annual Baldwin Clean Up Day is April 19th! Join us at Theron Ayers Park from 9:00 am - 12:00 pm to clean up Baldwin roads and plant a tree. Public Works will be collecting items that normally must go to the landfill, including appliances, scrap metal, and furniture. Tires, batteries, and paint cans will be accepted, but they must be separated from other items. All items must be placed out on the curb by 8:00 am on Monday April 14th. Sign up is required for pickup service. Call 706-778-6341 by April 11th to get your name on the list!

Adjournment

***The City of Baldwin will provide reasonable accommodations whenever needed for those participating in a City Council meeting. Please notify the City Clerk as early as possible prior to a meeting to ensure accommodations can be made in a smooth and timely fashion.*



Application for Zoning Change or Variance
Office of the City Clerk
P.O. Box 247
186 Hwy 441 Bypass, Baldwin, GA 30511

Application Creation Date 2/3/25

First Reading Date 2/10/25

Published Date/Entity 2/14/25; NEG

Second Reading Date 3/10/25

Applicant Information

Name	Fieldale Farms Corporation
Address	P.O. Box 558
City/State/Zip	Baldwin, GA 30511
Phone	706-778-5100
Email	alexsullivan@fieldale.com
Fax	

Property Owner Information

Name	Fieldale Farms Corporation
Address	555 Broiler Blvd.
City/State/Zip	Baldwin, GA 30511
Phone	7067785100
Email	alexsullivan@fieldale.com
Fax	

Status of Property Owner

<input checked="" type="checkbox"/>	Current Property Owner
<input type="checkbox"/>	Option to Purchase
<input type="checkbox"/>	Area Resident
<input type="checkbox"/>	Other (Explain)

Variance Request(s)

Describe Type Variance(s) Requested	Zoning change
Vary From	PRD
Vary To	LI

Zoning Information

Current Zoning Classification(s)
PRD

Parcel Information

Tax Parcel Number(s)	092 049B	Acreage	12.3
Location (Street Address)	Intersection of Gainesville Hwy and Duncan Bridge Road		
Existing Structure(s)	None		
Description of Proposed Use	Installation of solar array		

Supporting Documents Required

<input checked="" type="checkbox"/>	Concept Plan - Prepared by a Professional Engineer, Registered Land Surveyor, Architect, or Landscape Architect. One full scale (folded to 8.5 x 11) and one 8.5 x 11.
<input checked="" type="checkbox"/>	Plat - One full scale (folded to 8.5 x 11) and one 8.5 x 11
<input checked="" type="checkbox"/>	Statement of Hardship (see page 5 of this application)
<input checked="" type="checkbox"/>	Architectural Rendering - One full scale (folded to 8.5 x 11)
<input type="checkbox"/>	Other -

Applicant's Certification: I hereby certify the above information, and all attached information, is true and correct and that I have read, understand, and have received a copy of the **Public Notice Requirements**.

Signature of Applicant [Signature] Date 2-3-25

Application Received By [Signature] Title CITY CLERK Date 2/5/25

Application WITHDRAWAL Notification: I/we hereby withdraw the above application.

Signature of Applicant _____ Date _____

FOR OFFICE USE ONLY

Fee Information

Variance	If work is not in progress	\$ <u>625.00</u>
Fee	If work is in progress	\$
Amount Due	Include all fees required	\$ <u>625.00</u>

Method of Payment

<input checked="" type="checkbox"/>	Check	Check No.	<u>1004022</u>
<input type="checkbox"/>	Cash	Receipt No.	
<input type="checkbox"/>	Card	Confirmation No.	

PAID
2/5/2025



Application for Zoning Change or Variance
Office of the City Clerk
P.O. Box 247
186 Hwy 441 Bypass, Baldwin, GA 30511

Application Creation Date 2/3/25

First Reading Date 2/10/25

Published Date/Entity 2/14/25; NEG

Second Reading Date 3/10/25

Applicant Information

Name	Fieldale Farms Corporation
Address	P.O. Box 558
City/State/Zip	Baldwin, GA 30511
Phone	706-778-5100
Email	alexsullivan@fieldale.com
Fax	

Property Owner Information

Name	Fieldale Farms Corporation
Address	555 Broiler Blvd.
City/State/Zip	Baldwin, GA 30511
Phone	7067785100
Email	alexsullivan@fieldale.com
Fax	

Status of Property Owner

<input checked="" type="checkbox"/>	Current Property Owner
<input type="checkbox"/>	Option to Purchase
<input type="checkbox"/>	Area Resident
<input type="checkbox"/>	Other (Explain)

Variance Request(s)

Describe Type Variance(s) Requested	Zoning change
Vary From	PRD
Vary To	LI

Zoning Information

Current Zoning Classification(s)
PRD

Parcel Information

Tax Parcel Number(s)	092 049B	Acreage	12.3
Location (Street Address)	Intersection of Gainesville Hwy and Duncan Bridge Road		
Existing Structure(s)	None		
Description of Proposed Use	Installation of solar array		

Supporting Documents Required

<input checked="" type="checkbox"/>	Concept Plan - Prepared by a Professional Engineer, Registered Land Surveyor, Architect, or Landscape Architect. One full scale (folded to 8.5 x 11) and one 8.5 x 11.
<input checked="" type="checkbox"/>	Plat - One full scale (folded to 8.5 x 11) and one 8.5 x 11
<input checked="" type="checkbox"/>	Statement of Hardship (see page 5 of this application)
<input checked="" type="checkbox"/>	Architectural Rendering - One full scale (folded to 8.5 x 11)
<input type="checkbox"/>	Other -

Applicant's Certification: I hereby certify the above information, and all attached information, is true and correct and that I have read, understand, and have received a copy of the Public Notice Requirements.

Signature of Applicant [Signature] Date 2-3-25

Application Received By [Signature] Title CITY CLERK Date 2/5/25

Application ~~WITHDRAWAL~~ Notification: I/we hereby withdraw the above application.

Signature of Applicant _____ Date _____

FOR OFFICE USE ONLY

Fee Information

Variance	If work is not in progress	\$ <u>625.00</u>
Fee	If work is in progress	\$
Amount Due	Include all fees required	\$ <u>625.00</u>

Method of Payment

<input checked="" type="checkbox"/>	Check	Check No.	<u>1004022</u>
<input type="checkbox"/>	Cash	Receipt No.	
<input type="checkbox"/>	Card	Confirmation No.	

PAID
2/5/2025

PROPERTY OWNER AUTHORIZATION

Instructions: Each property owner must complete and sign a Property Owner Authorization page and provide the information requested under the Owner Information Certification section. In the event there is more than one property owner, a separate Property Owner Authorization page must be completed by each property owner.

OWNER INFORMATION CERTIFICATION

I swear that I am the owner of the property which is the subject matter of this application, as shown in the records of Habersham or Banks County, Georgia:

Name of Owner (please print)	Fieldale Farms Corporation
Owner's Address	555 Broiler Blvd.
City/State/Zip Code	30511
Owner's Phone Number	7067785100
Owner's Email	alexsullivan@fieldale.com

As the owner of the subject property, I hereby authorize the person named below to act on my behalf as Applicant in the pursuit of this Zoning Change, Variance, or Special Use Permit request to be heard by the Baldwin City Council during public hearing.

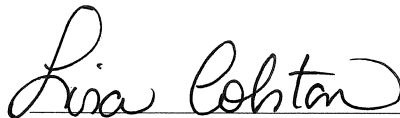
NOTARY PUBLIC CERTIFICATION

Instructions: All Property Owner Authorization sheets must be complete, signed, and duly notarized.

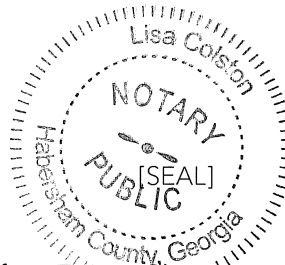
On the 3rd day of February, 2025, Alex Sullivan (printed name of owner) personally appeared before me, who swears that the information contained in this authorization is true and correct to the best of their knowledge and belief.



Signature of Owner



Notary Public



Please describe your request and the reason for the request for a Zoning Change, Variance, or Special Use Permit.

Fieldale Farms requests the zoning be changed on parcel #092 049b. Fieldale Farms is partnering with Georgia Power to procure and build a 1.06 megawatt DC photovoltaic (PV) fixed tilt solar array on their property located in Baldwin Georgia. The solar array will take up approximately 5 acres of the 12 acre property. The electricity produced will be used by Fieldale Farms in their adjacent poultry feed milling complex. The Solar energy produced will offset (reduce) traditional energy from the grid. Any excess energy produced will be credited back to the grid allowing the community to benefit from cheaper, renewable energy. This investment by Fieldale Farms will reduce their carbon intensity and continue their contribution to the community in which they reside and do business.

APPLICANT INFORMATION CERTIFICATION

Instructions: If the Owner and the Applicant are the same, the Applicant Information Certification section of this document is not required. If the Owner and the Applicant are not the same, each applicant must complete and sign the Applicant Information Certification section of a separate Property Owner Authorization page. The signature of each applicant must be notarized.

Name of Applicant (please print)	
Applicant's Address	
City/State/Zip Code	
Applicant's Phone Number	
Applicant's Email	

NOTARY PUBLIC CERTIFICATION

Instructions: All Applicant Authorization sheets must be complete, signed, and duly notarized.

On the _____ day of _____, 20_____, _____ (printed name of applicant) personally appeared before me, who swears that the information contained in this authorization is true and correct to the best of their knowledge and belief.

Signature of Owner

Notary Public

[SEAL]

CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

- (a) When any applicant for rezoning action has made, within two years immediately preceding the filing of that applicant's application for the rezoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:
- i. The name and official position of the local government official to whom the campaign contributions were made; and
 - ii. The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each contribution.
- (b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the rezoning action is first filed.
- (c) When any opponent of a rezoning action had made, within two years immediately preceding the filing of the rezoning action being opposed, campaign contributions aggregating \$250.00 or more to a local government official of the local government which will consider the application, it shall be the duty of the opponent to file a disclosure with the governing authority of the respective local government showing:
- i. The name and official position of the local government official to whom the campaign contribution was made; and
 - ii. The dollar amount and description of each campaign contribution made by the opponent to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.
- (d) The disclosure required by subsection (c) of this Code section shall be filed at least five calendar days prior to the first hearing by the local government or any of its agencies on the rezoning application.

APPLICANT'S CERTIFICATION

I hereby certify that that I have read the above campaign disclosure information and declare that (select one):

<input type="checkbox"/>	I have within the two years immediately preceding this date (see *NOTE below)
<input checked="" type="checkbox"/>	I have not within the two years immediately preceding this date

made any campaign contribution(s) aggregating \$250.00 or more to any local government official involved in the review or consideration of this application.

(1) _____
Name and official position of the City Council Member and/or Planning and Zoning Commission of the City of Baldwin, Georgia to whom campaign contribution was made.

(2) Amount: \$ _____ Date _____

STATEMENT OF HARDSHIP

Where the Mayor and Council find that strict compliance with the provisions of this ordinance would result in practical difficulty or unnecessary hardship, the Mayor and Council may, upon application from the property owner, grant a variance from the terms in this ordinance so that the spirit and intent of this ordinance shall be observed, public safety and welfare secured, and substantial justice done. Such variance may be granted in such individual cases of unnecessary hardship upon consideration by the Mayor and Council of the standards for considering zoning decisions as set out in Article VXIII of the City of Baldwin Zoning Ordinance and finding that one or more for the following conditions exist.

Describe how each situation listed below relates to your application. If more space is needed, please write answers on a separate sheet or on the back of this page.

1. There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape, or topography.

Fieldale wants to change the parcel from PRD to LI to allow for the installation of a solar array.

2. The application of this ordinance to the particular piece of property would create an unnecessary hardship.

Fieldale wants to change the parcel from PRD to LI to allow for the installation of a solar array.

3. Such conditions are peculiar to the particular piece of property involved.

Fieldale wants to change the parcel from PRD to LI to allow for the installation of a solar array.

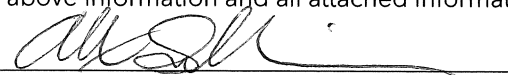
4. Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of this ordinance, provided, however, that no variance may be granted for a use of land or building or structure that is prohibited by this ordinance.

This project will be a benifit to the community.

The procedure by which the Mayor and Council will consider any request for a variance shall be governed by the provision of Article VXIII.

I hereby certify that the above information and all attached information is true and correct.

Signature of Applicant



Date

2-3-25

PUBLIC NOTICE REQUIREMENTS

City of Baldwin zoning regulations require public notice be given on all zoning applications, as follows:

1. A **legal advertisement** shall be published no less than fifteen (15) days and no more than forty-five (45) days prior to the public hearing. This requirement is covered by the Planning Department staff.)
2. A **public notice sign** shall be placed in a conspicuous location on the property which is subject to the zoning application. The original public notice sign with the date and time of the public hearing will be posted by the Planning Department staff.
3. The **public notice sign** will be removed from the property by City staff within three business days following the public hearing.


As the applicant, you are responsible for ensuring the public notice sign remains on the site during the entire zoning process. The Planning Department staff will prepare a sign (or signs) for you. If any problem arises with regard to the sign, notify the City of Baldwin Department of Planning and Development immediately by calling 706-778-6341 so the sign can be replaced. Failure to report problems with the sign during the entire period of the hearings will also result in a delay.

The purpose of the public notice sign is to inform the surrounding property owners that an application has been filed. Placement of the sign in a manner that is not clearly visible violates the requirements. Failure to place the sign in a conspicuous location or relocation of the sign by anyone other than City staff will result in your request being tabled until the sign is posted as required. Failure to ensure that the sign remains posted on the site during the entire zoning process means there will be a delay in the hearing date set for your request. Legally, the City cannot consider a request until proper notice has been given to the public.

If it is determined at any time during the zoning process that the sign is not properly placed on the site, the City Council has no choice but to table the request, even if there is no opposition to the application. Many of the board members, as well as the planning staff, visit the sites and will be looking for the sign. Additionally, local citizens often report when a sign is not visible. The City will not consider your request until it is satisfied that proper public notice has been given and all legal requirements have been fulfilled.

Multiple sign posting on a site may be required if it is so determined by the Planning Department staff to be necessary. Signs should be placed as near to the road as possible, so they are clearly visible. The sign(s) cannot be obstructed by vegetation (or otherwise), may not be placed at an inappropriate distance from the road, or placed on something in such a manner so as to blend into the scenery.

Applicant's Certification: *I hereby certify the above information, and all attached information, is true and correct, and that I have read, understand, and have received a copy of the Public Notice Requirements.*

Signature of Applicant  Date 2-3-25

HABERSHAM COUNTY
CLERK OF COURT

2017 FEB -6 AM 9:31
1132 220-221
Book Page Recorded
David C. Wall

After recording, return to:
SMITH, GILLIAM, WILLIAMS & MILES
P. O. BOX 1098
GAINESVILLE, GA 30503

Habersham County, Georgia
Real Estate Transfer Tax

PAID 1163.80

DATE 2-6-17

David C. Wall
Clerk of Superior Court

REC. NO. 17000150

WARRANTY DEED

THIS INDENTURE is made this 27th day of January, 2017, between

EVE HAWKINS JENNINGS (hereinafter referred to as "Grantor") and

FIELDALE FARMS CORPORATION, a Georgia corporation, (hereinafter referred to as "Grantee")

(Wherever there is a reference herein to the Grantor or the Grantee, the singular includes the plural and the masculine includes the feminine and the neuter, and said terms include and bind the heirs, executors, administrators, successors and assigns of the parties hereto.)

WITNESSETH

GRANTOR, in consideration of the sum of -TEN DOLLARS- and other valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee the following described property, to wit:

All that tract or parcel of land, lying and being in Land Lots 186 and 187 of the 10th Land District, City of Baldwin, Habersham County, Georgia, and being Tract One containing 4.69 acres, more or less, on Gainesville Highway a/k/a Old Cornelia Highway, and Tract Two containing 7.37 acres, more or less, at the corner of Gainesville Highway a/k/a Old Cornelia Highway and Duncan Bridge Road as shown on the survey made by Richard H. Holcomb, Registered Land Surveyor, dated December 14, 2016, recorded in Plat Book 68, Page 35, Habersham County, Georgia Plat Records, to which reference is made and the description and record thereof incorporated herein as a part of this description.

This being the property described in the Corrective Trustee's Deed between Daniel Carr as Trustee of the Robert M. Jennings Irrevocable Trust and Eve Hawkins Jennings, dated January 11, 2017, and recorded in Deed Book 1130, pages 1034-1036, Habersham County, Georgia Deed Records.

TO HAVE AND TO HOLD the Land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee forever in FEE SIMPLE.

AND GRANTOR WILL WARRANT and forever defend the right and title to the Land unto Grantee against the claims of all persons whomsoever.

EXECUTED under seal as of the date above.

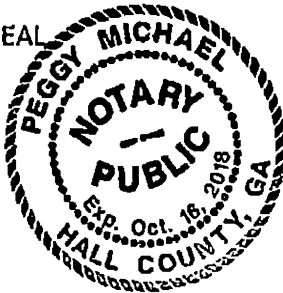
Signed, sealed and delivered in
the presence of:


Unofficial Witness

 (SEAL)
EVE HAWKINS JENNINGS


Notary Public

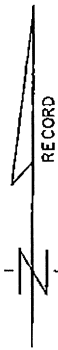
NOTARY SEAL



LEGEND:

I.P.F. IRON PIN FOUND
 I.P.S. IRON PIN SET (1/2 REBAR)
 LL LAND LOT
 R/W RIGHT OF WAY
 CL CENTERLINE
 O.T.P. OPEN TOP PIPE

COURSE	BEARING	DISTANCE
1	S 47°28'08"W	53.42'
2	S 47°08'17"W	55.90'
3	S 49°48'58"W	37.39'
4	S 50°31'05"W	44.59'
5	S 63°47'30"W	47.71'
6	S 65°10'10"W	69.55'



FILED & RECORDED

DATE: 12/22/2016
 TIME: 11:34AM
 BOOK: 68
 PAGE: 35
 HABERSHAM COUNTY, GEORGIA
 DAVID WALL, SUPERIOR COURT CLERK

D. AUBREY HIGGINS
 DEED BOOK 1031
 PAGE 478

BOBBY JOE
 BARRETT
 ESTATE
 D.B. 261
 PAGE 876

TRACT 1
 4.69 ACRES

GAIL BREWER
 DEED BOOK 342
 PAGE 367

TRACT 2
 7.37 ACRES

DUNCAN BRIDGE ROAD 100.0 R/W
 (24.5 FT WIDE)
 CAINESVILLE HIGHWAY
 (PERMANENT WIDTH VARIES)
 ALA OLD CORNELIA HIGHWAY
 R/W VARIES

BASES FOR BEARING TAKEN FROM
 DEED BOOK 1031 PAGE 478

FIELD WORK COMPLETED 12/14/2016

INSTRUMENT USED NIKON DTM 502

THE FIELD DATA UPON WHICH THIS PLAT
 IS BASED HAS A CLOSURE PERCENTAGE OF
 ON FOOT IN 34,142 FEET AND AN ANGULAR
 ERROR OF 3 SECONDS PER ANGLE POINT,
 AND WAS ADJUSTED USING THE COMPASS RULE.

PLAT CLOSURE:

TRACT 1 1 FOOT IN 105,863
 TRACT 2 1 FOOT IN 831,355

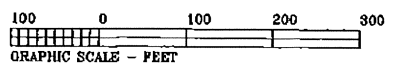
REFERENCE PLAT: PLAT BOOK 46 PAGE 1
 ALSO SURVEY FOR DANIEL CARR CONTRACTING
 BY JASON MARK SMITH DATED OCT. 30, 2008

BOUNDARY SURVEY FOR:
FIELDALE FARMS CORP.

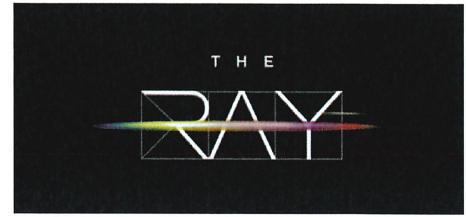
LOCATED IN:
 LAND LOTS 185 & 187
 10TH DISTRICT
 HABERSHAM COUNTY GEORGIA
 CITY OF BALDWIN
 DATE: 12-15-2016



I HEREBY CERTIFY THAT I HAVE SUPERVISED THE
 SURVEY HEREON THAT THIS PLAT CONFORMS
 WITH THE TECHNICAL STANDARDS FOR
 PROPERTY SURVEYS IN GEORGIA AS SET FORTH
 IN CHAPTER 190-7 OF THE RULES OF THE
 GEORGIA BOARD OF REGISTRATION FOR
 PROFESSIONAL ENGINEERS AND LAND SURVEYORS
 AND AS SET FORTH IN THE GEORGIA PLAT ACT
 O.C.G.A. 16-667.



Benefits of a Pollinator Meadow on a Solar Site



Pollinator meadows established at solar sites offer numerous advantages. These habitats are essential, as pollinators like bees and butterflies are crucial for plant reproduction and food production. By transferring pollen between flowers, they enable fruit and seed development; without them, plant populations would plummet, jeopardizing our food supply and ecosystems. Pollinators are vital for a sustainable future.

Solar sites are typically developed with rock aggregate or turf grass ground cover, which can increase water runoff. Pollinator meadows offer a solution, effectively mitigating and managing the movement of water from the solar site.

Benefits of Pollinator Meadows at Solar Sites:


















- **Habitat for pollinators:** Pollinator meadows provide food and shelter for bees, butterflies, and other insects.
- **Improved soil health:** Pollinator meadows can improve soil health by retaining water and topsoil, and reducing erosion.
- **Increased crop yields:** Pollinator meadows can increase crop yields by providing pollinators for nearby crops.
- **Reduced carbon footprint:** Pollinator meadows can store carbon, which helps reduce the planet's warming.
- **Reduced water usage:** Pollinator meadows can reduce the amount of water used by the site.
- **Reduced chemical pollution:** Pollinator meadows can reduce chemical pollution by suppressing dust and using less fertilizer.
- **Improved public perception:** Pollinator meadows can improve public perception of solar installations, which can lead to smoother permitting.
- **Increase Biodiversity:** Support wildlife and other native species.
- **Better Water Management:** Help recharge ground water and improve water retention.
- **Reduce Erosion:** Keep soil in place and lessen runoff water.
- **Biodiversity enhancement:** A pollinator meadow can attract a variety of insects, birds, and other wildlife, creating a more diverse ecosystem.



ZERO CARBON. ZERO WASTE. ZERO DEATH.

Below is a summary of the pollinator mix that we plan to use.

- Nectar-rich wildflowers support the greatest diversity of bees, butterflies, hummingbirds and other pollinators found in the Southeast
- A balanced blend of over a dozen annuals & perennials provides quick blooms in the first season and for many years to come
- This mixture contains 17 wildflowers, 9 annuals for first-year color, plus 8 perennials for second and successive years' bloom.

	Botanical Name	Common Name	Life Cycle	Native To	Height
	<u>Asclepias tuberosa</u>	Butterfly Weed	Perennial	North America	36"
	<u>Aster novae-angliae</u>	New England Aster	Perennial	North America	60"
	<u>Cheiranthus allionii</u>	Siberian Wallflower	Perennial	Europe	18"
	<u>Coreopsis lanceolata</u>	Lance-Leaf Coreopsis	Perennial	North America	48"
	<u>Coreopsis tinctoria</u>	Plains Coreopsis	Annual	North America	30"
	<u>Cosmos bipinnatus</u>	Wild Cosmos Sensation Mix	Annual	North America: Mexico	47"
	<u>Cosmos sulphureus</u>	Sulphur Cosmos	Annual	North America, Mexico	33"
	<u>Cynoglossum amabile</u>	Chinese Forget Me Not	Annual	Europe	18"
	<u>Echinacea purpurea</u>	Purple Coneflower	Perennial	North America	36"
	<u>Gaillardia pulchella</u>	Indian Blanket	Annual	North America	24"
	<u>Lavatera trimestris</u>	Rose Mallow	Annual	Europe	47"
	<u>Lobularia maritima</u>	Sweet Alyssum	Annual	Europe	12"
	<u>Mirabilis jalapa</u>	Four O'Clock	Perennial	Latin America	30"
	<u>Papaver rhoeas</u>	Red Poppy	Annual	Europe	36"
	<u>Dracopis amplexicaulis</u>	Clasping Coneflower	Annual	North America	24"
	<u>Rudbeckia hirta</u>	Black-eyed Susan	Perennial	North America	30"
	<u>Salvia coccinea</u>	Scarlet Sage	Perennial	North America	24"

FIRST READING February 10th, 2025

PUBLISHED February 14th, 2025

ZONING HEARING March 4th, 2025

PASSED _____

AN ORDINANCE NO. 2025-02161Z

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF BALDWIN, GEORGIA, BY ZONING ALL THOSE TRACTS OR PARCEL OF LAND OWNED BY FIELDALE FARMS CORPORATION AND BEING 12.06 ACRES, MORE OR LESS, BEING TAX MAP PARCEL 092 049B AND LYING AND BEING IN LAND LOTS 186 AND 187 OF THE 10TH LAND DISTRICT OF HABERSHAM COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED ON A DEED OR PLAT WHICH IS ATTACHED HERETO AND, WHICH IS INCORPORATED BY REFERENCE INTO THIS ORDINANCE, FROM PLANNED DEVELOPMENT DISTRICT (PRD) TO LIGHT INDUSTRIAL (LI), WITHOUT CONDITIONS; REPEALING CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

BE IT ORDAINED by the City Council of Baldwin, Georgia as follows:

Section 1. ZONING IMPOSED WITH CONDITIONS.

That from and after the passage of this ordinance the following described lands shall be zoned and so designated on the zoning map of the City of Baldwin as Light Industrial (L-I) being approximately 12.06 acres and with the following conditions:

Conditions:

- a. none.

Legal Description:

All that tract or parcel of land being approximately 12.06 acres, being Tax Map Parcel 092 049B and lying and being in Land Lots 186 and 187 of the 10th Land District of Habersham County, Georgia and more particularly described on a deed or plat, and which is attached hereto,

and incorporated by reference hereof, into this legal description.

Section 2. REPEAL OF CONFLICTING ORDINANCES.

All ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

Section 3. SEVERABILITY OF PARAGRAPHS.

If any portion of this ordinance shall be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect or impair the remaining portions unless it clearly appears that other parts are wholly and necessarily dependent upon the part held to be invalid or unconstitutional.

Section 4. AMENDMENT TO THE ZONING MAP.

This ordinance is enacted as an amendment to the zoning map of the City of Baldwin.

Section 5. EFFECTIVE DATE.

The effective date of the zoning classification imposed by this ordinance shall be on the date the ordinance is approved by the City of Baldwin, by and through its City Council.

SO ORDAINED this 10th day of March 2025.

BALDWIN CITY COUNCIL

By: _____
Mayor Stephanie Almagno

Council Member Erik Keith

Council Member Nancy Lehman

Council Member Kerri Davis

Council Member Maarten Venter

Council Member Alice Venter

Attest:

Erin Gathercoal
City Clerk

DRAFT

City of Baldwin Schedule of Fees								
General Fund Fees FY26								
<u>Alcohol Licensing</u>								
License Type					Fee			
<i>Package (total floor space)</i>								
Malt Only <10,000 sq.ft.					\$ 900.00			
Malt Only 10,001 sq.ft. - 20,000 sq.ft.					\$ 1,750.00			
Malt Only >20,001 sq.ft.					\$ 3,350.00			
Wine Only <10,000 sq.ft.					\$ 900.00			
Wine Only 10,001 sq.ft. - 20,000 sq.ft.					\$ 1,750.00			
Wine Only >20,001 sq.ft.					\$ 3,350.00			
Malt & Wine <10,000 sq.ft.					\$ 1,350.00			
Malt & Wine 10,001 sq.ft. - 20,000 sq.ft.					\$ 2,550.00			
Malt & Wine >20,001 sq.ft.					\$ 4,950.00			
<i>Spirits (not calculated by total floor space)</i>								
Distilled Spirits Only					\$ 4,000.00			
Distilled Spirits with Malt <u>OR</u> Wine					\$ 4,500.00			
Distilled Spirits with Malt <u>AND</u> Wine					\$ 5,000.00			
<i>Consumption on Premises (total floor space)</i>								
Malt, Wine and Distilled Spirits								
Only One Type					\$ 1,150.00			
Two of Three Types					\$ 2,150.00			
All Three Types					\$ 2,500.00			
<i>Other Licenses</i>								
Sunday Sales License					\$ 150.00			
Wine Tasting by Wine Package Store					\$ 25.00	per permit		
Farm Winery or Tasting Room					\$ 2,150.00			
Wholesale Dealer - Baldwin Principle Place					\$ 2,000.00			
Wholesale Dealer - Outside Baldwin Principle Place					\$ 100.00			
Temporary Special Event Permit					\$ 50.00	per permit		
Caterer License					\$ 50.00			
Caterer Permit License					\$ 50.00	per permit		
<i>Miscellaneous Fees</i>								
Annual Administrative Fee Per License					\$ 250.00			
Annual Building Inspection, Per Inspection					\$ 75.00			
Alcoholic Beverage Employee Permit (with fingerprints)					\$ 50.00	per employee		
Change of Managing Agent/Location Transfer					\$ 100.00			
Penalty for not notifying change in agent within 5 days					\$ 100.00			
Penalty for late payment of annual fees					10%/month			
New Licenses applied for after July 1st will be reduced 50%								
<u>Occupational Tax</u>								
Professional Services (lawyers, physicians, engineers, etc.)					\$ 225.00			
Other Occupations based on employee number								
1-4					\$ 75.00			
5-8					\$ 100.00			

	9-12				\$ 150.00			
	13-50				\$ 225.00			
	51-100				\$ 325.00			
	101+				\$ 400.00			
Penalty for late payment of annual fees					10%/month			
Peddlers, Canvassers, Solicitors and etc.					\$ 100.00			
*requires a solicitor badge								
New Occupational Tax Certificates applied for after July 1st will be reduced 50%								
Certificate of Occupancy					\$ 85.00			
<u>Duplicating/Printing Fees</u>								
Duplicating or printing					\$ 3.00			
<u>Yard Sale Permit</u>								
Up to 4 per calendar year					\$ -			
<u>Property Tax</u>								
Millage Rate (changes annually)					9.170 mills			
<u>Property Tax Exemptions</u>								
Standard Homestead					\$ 5,000.00			
Senior Homestead					\$ 10,000.00			
Disability					\$ 10,000.00			
Disabled Vet/Vet Widow (100%)					Annual DVS Calculation			
<u>Police and GCIC</u>								
Accident Reports					\$ 3.00			
Walk-In Background Check					\$ 5.00			
Incident Report					\$ 5.00			
<u>Fire Training Facility</u>								
Cities					\$ 1,000.00			
Counties					\$ 1,500.00			
<u>Rentals</u>								
<i>Community Room</i>								
Residents					\$ -			
Non-Residents					\$ 75.00			
Non-profits					\$ -			
<i>Mitchell Gailey Park Pavilion</i>								
Residents					\$ -			
Non-Residents					\$ 50.00			
Non-Profits					\$ -			
<i>TAP Yard (Famers' Market)</i>								
Residents					\$ -			
Non-Residents					\$ 50.00			
Non-profits					\$ -			
Cleaning Fee					\$ 50.00			
Damages					Cost of Repair + 15% administrative fee			
Cancellation without One Week Notice					\$ 15.00			

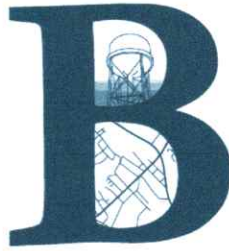
Cemetery									
Plots						\$	600.00		
Coping/Permanent Structure Permit						\$	85.00		
Excessive Noise Permit						\$	35.00		
Building and Planning									
Zoning Map Amendment						\$	625.00		
Special Use Permit						\$	625.00		
Variance Request						\$	625.00		
Annexation						\$	1,000.00		
De-Annexation						\$	2,500.00		
Zoning Verification Letter						\$	35.00		
Residential Permits									
<i>New Construction</i>									
Building						\$	0.20	per sq.ft.	
Electrical						\$	0.05	per sq.ft.	
Plumbing						\$	0.05	per sq.ft.	
Mechanical (HVAC)						\$	0.05	per sq.ft.	
Accessory Structure Shell/Structural - CO not Required						\$	70.00		
Accessory Structure Build Out - CO Required						\$	100.00		
Certificate of Occupancy						\$	85.00		
Certificate of Occupancy Temporary						\$	150.00		
Renovations (will require plan review, fee separate)						\$	0.10	per sq.ft.	
Gas						\$	40.00	per outlet	
Sign						\$	3.00	per sq.ft.	
Plan Review							1/2 Building Permit		
Concept Plan Review - Prior to Application						\$	75.00		
Demolition						\$	75.00		
Reinspection (after 3 failed inspections)						\$	75.00	per occurrence	
Administrative Fee						\$	35.00	every permit	
Application Resubmission Fee (after one returned submission)						\$	35.00		
Work Completed without Permits							DOUBLE ALL		
Commercial Permits									
Permit Fee Multiplier (2023)						\$	0.0048	permit fee multiplier	
<i>Plan Reviews (based on construction costs)</i>									
	\$0-\$250,000					\$	150.00		
	\$250,001 to \$2.0M (to include Tier 1 fee)						0.0006	per dollar	
	Over \$2.0M (to include Tier 1 and 2 fees)						0.0003	per dollar	
<i>Building Permit</i>									
New Construction (includes trades)									
gross area x square foot construction cost* x permit fee multiplier = permit fee									
* using most recent ICC table of fees									
<i>Electrical</i>									
Temporary Service Pole						\$	30.00		
New/Repair/Change out up to 200 Amps						\$	30.00		
New/Repair/Change out over 200 Amps							\$30 + .15 per amp		
New Branch Circuits/Breakers						\$	3.00	per circuit (breaker)	
<i>Plumbing</i>									
Up to 3 fixtures						\$	30.00		
More than 3 fixtures (to include 3 fixture fee)						\$	8.00	per fixtures	
<i>Mechanical (HVAC)</i>									

Adding duct to existing				\$ 30.00			
AC/Heatpump System Installation (up to 50,000BTUs)				\$ 30.00			
AC/Heatpump System Installation (50,001-250,000BTUs)				\$30 + \$.0005 per BTU			
AC/Heatpump System Installation (more than 250K BTUs)				\$130 + \$.00025 per BTU			
<i>Miscellaneous</i>							
Kitchen Hood Installation up to 10sq.ft.				\$ 30.00			
Kitchen Hood Installation over 10sq.ft.				\$ 2.50	per sq.ft.		
Fuel Burning Appliance up to 50,000 BTUs				\$ 30.00			
Fuel Burning Appliance 50,001-250,000 BTUs				\$30 + .0005 per BTU			
Fuel Burning Appliance more than 250,000 BTUs				\$130 + .00025 per BTU			
New Fuel Gas without Building Permit				\$30 + \$3 per drop			
Existing Fuel Gas without Building Permit				\$ 30.00			
DCA Approved Modular Unit Installation				Use Valuation Table			
Swimming Pool (Public)				\$ 100.00			
Signage				See Sign Ordinance			
Demolition Permit				\$ 125.00			
Renovation Permit				25% Total Construction Cost			
Reinspection Fee				\$ 75.00	per occurrence		
Certificate of Occupancy				\$ 85.00			
Certificate of Completion				\$ 85.00			
Administrative Fee				\$ 35.00			
Work Completed without Permits				DOUBLE ALL			
<i>*Speculative Building Option</i>							
<i>Reduce Fee by 20% with separate interior build out permits</i>							
Development Reviews and Inspections							
Land Disturbance >than 1 acre				Contact EPD			
City requires proof of EPD permit							
<i>Site Development Reviews</i>							
Concept Plan (Waived if project begins)				\$ 500.00			
Commercial Site Plan				\$ 600.00	plus \$10 per acre		
Stormwater and Roads				\$ 700.00	plus \$25 per acre		
Wall Plan				\$ 250.00	plus \$50 per acre		
Water Plan				\$ 300.00	plus \$10 per acre		
Sanitary Sewer Plan				\$ 300.00	plus \$10 per acre		
Sanitary Sewer Downstream Analysis				\$ 1,500.00			
Wastewater Pump Station (each)				\$ 1,500.00			
Hydraulic Water Model				\$ 1,500.00			
Oil and Grease Separator or Grease Trap				\$ 500.00			
As-built Water-Sewer Review				\$ 500.00	plus \$10 per acre		
As-built Stormwater & Roads Review				\$ 700.00	plus \$25 per acre		
<i>Subdivision Development Reviews</i>							
Concept Plan (Waived if project begins)				\$ 500.00			
Preliminary Plat				\$ 500.00	plus \$10 per lot		
Stormwater and Roads				\$ 500.00	plus \$20 per lot		
Wall Plan				\$ 250.00	plus \$50 per wall		
Water Plan				\$ 200.00	plus \$10 per lot		
Sanitary Sewer Plan				\$ 200.00	plus \$10 per lot		
Sanitary Swer Downstream Analysis				\$ 1,500.00			
Wastewater Pump Station (each)				\$ 1,500.00			
Hydraulic Water Model				\$ 1,500.00			

Final Plat					\$	400.00	plus \$10 per lot	
As-built Water-Sewer Review					\$	200.00	plus \$10 per lot	
As-built Stormwater & Roads Review					\$	500.00	plus \$20 per lot	
<i>Construction Inspections Fees</i>								
New Street					\$	0.25	per linear foot	
New Sanitary Sewer Line					\$	0.25	per linear foot	
New Water Line					\$	0.25	per linear foot	
New Storm Drain Pipe					\$	0.25	per linear foot	
Work not ready when inspection is requested is subject to a reinspection fee								
Preliminary Plat Extension of Time Limit					\$	0.25	per linear foot of new street	
Appeals					\$	200.00		
Garbage Collection Fees								
Inside City					\$	19.09	per month	
Outside City					\$	24.52	per month	
Special Pick-Ups (Request by City Hall required)					varied			
Enterprise Fund Fees FY26								
Water Deposit					\$	100.00		
Late Fee						10%	of Balance	
Disconnection Fee						50%		
Reconnection Fee					\$	50.00		
Broken Meter Box/ Padlock					\$	50.00		
Broken Lid					\$	25.00		
Broken Meter Box					\$	25.00		
Meter Replacement 3/4 in or Less					\$	800.00		
Black Box Request (one courtesy check)					\$	50.00		
Admin Fee (on utility account)					\$	5.00		
Capacity Request Review Fee					\$	250.00		
<i>Inside City Water Rates (per thousand gallons)</i>								
First 2,000 gallons					\$	7.71		
2,000-6,000 gallons					\$	8.17		
6,001-9,000 gallons					\$	12.26		
9,001 and over gallons					\$	16.35		
<i>Inside City Sewer Rates (per thousand gallons)</i>								
First 2,000 gallons					\$	12.19		
2,000-6,000 gallons					\$	12.58		
6,001-9,000 gallons					\$	12.97		
9,001 and over gallons					\$	13.54		
<i>Outside City Water Rates (per thousand gallons)</i>								
First 2,000 gallons					\$	10.79		
2,000-6,000 gallons					\$	11.45		
6,001-9,000 gallons					\$	17.17		
9,001 and over gallons					\$	22.88		
<i>Outside City Sewer Rates (per thousand gallons)</i>								
First 2,000 gallons					\$	17.06		
2,000-6,000 gallons					\$	17.62		

CITY COUNCIL

Mayor Stephanie Almagno
Erik Keith, Post 1
Post 2 Vacant
Kerri Davis, Post 3
Maarten Venter, Post 4
Alice Venter, Post 5



Emily Woodmaster, CAO
Erin Gathercoal, City Clerk
Bubba Samuels, City Attorney

186 Hwy 441 Bypass
Baldwin, GA 30511
706-778-6341 ~ Cityofbaldwin.org

Council Action Form

Meeting Date: 3/10/2025

Submitted By: S. BARNHART

Agenda Item: Emergency Water Line Repair

Classification (City Attorney must approve all ordinances, resolutions, and contracts):

☐ Ordinance (No. _____) ☐ Contract ☐ Information Only ☐ Public Hearing
☐ Resolution (No. _____) ☐ Ceremonial ☒ Discussion/Action ☐ Other

Background (Includes description, background, and justification)

Emergency CONTRACTOR Expense To Repair/Install
Water Valves ON MAIN WATER LINE (Willingham Ave @ SR 441)

Budgeting & Financial Impact (Included project costs and funding sources)

505-4400-521200-00
Requires additional funds to be allocated from FB.

☒ Capital Asset Cost 12,000.00 Useful Life 20 Years

Staff Recommendation (Include possible options for consideration)

Department Head Approval [Signature]

Date 3/5/25

City Attorney Approval _____

Date _____

CAO Approval [Signature]

Date 3/7/25

Council Denial _____
Council Tabled Until _____
Council Approval _____

City of Baldwin

P.O. BOX 247
BALDWIN, GA 30511

TEL: (706)776-5256



**PURCHASE
ORDER
NUMBER**

01578

3/4/2025

ISSUED TO:

Keener Construction

SHIP TO:

505-4400-521200-00

Emergency

SHIP VIA

F.O.B.

TERMS

DATE REQUIRED

	QTY. ORDERED	QTY. RECEIVED	STOCK NUMBER/ ITEM DESCRIPTION	UNIT PRICE	per	TOTAL AMOUNT
1	1		Emergency Waterline Repair	\$12,000.00		\$12,000.00
2			Willingham Ave @ 441			
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						

IMPORTANT:

Our order number must appear on all
invoices, packages and correspondence.
Advise us if unable to deliver complete
order by the date required.

BUYER:

TOTAL

\$12,000.00

Emily Watson
Approved 3/5/25



Scott Barnhart <sbarnhart@cityofbaldwin.org>

New payment request from Keener Construction Co due on 03/04/2025 - invoice 2480

1 message

Keener Construction Co <quickbooks@notification.intuit.com>
Reply-To: keenerconstruction11@gmail.com
To: sbarnhart@cityofbaldwin.org

Tue, Mar 4, 2025 at 4:12 PM

(Wilmington Ave @ SR 991)

INVOICE 2480



Keener Construction Co

DUE 03/04/2025

\$12,000.00

Review and pay

Powered by QuickBooks

Dear City Of Baldwin,

Here's your invoice! We appreciate your prompt payment.

If you have any questions about the bill, please contact Chad Keener at (706)244-4283. If you would like to pay with a card, call Chad Keener at (706)244-4283.

Please note there is a 3% fee of the transaction if paid with credit card.

CITY COUNCIL

Mayor Stephanie Almagno
Erik Keith, Post 1
Nancy Lehman, Post 2
Kerri Davis, Post 3
Maarten Venter, Post 4
Alice Venter, Post 5



Emily Woodmaster, CAO
Erin Gathercoal, City Clerk
The Samuels Firm, City Attorney

186 Hwy 441 Bypass
Baldwin, GA 30511
706-778-6341

Council Action Form

Meeting Date: 3/10/2025

Submitted By: Police Department

Agenda Item: Item #4: Consideration/Approval of Ace Watch Dog System for K-9 Unit

Classification (City Attorney must approve all ordinances, resolutions, and contracts):

☐ Ordinance (No. _____) ☐ Contract ☐ Information Only ☐ Public Hearing
☐ Resolution (No. _____) ☐ Ceremonial ☐ Discussion/Action ☒ Other

Background (Includes description, background, and justification)

Police Department is requesting the purchase of an Ace Watch Dog system for our second K-9 unit. The Watch Dog System syncs to the heat alarms allowing officers to constantly monitor the in car temperature and other information to ensure K-9 safety. Also included in the request, is a request to purchase additional rear lighting for the K-9 vehicle to ensure better visibility for the K-9 and handler.

Budgeting & Financial Impact (Included project costs and funding sources)

Public Safety Funds in the amount of \$2,675.00

☐ Capital Asset Cost _____ Useful Life _____

Staff Recommendation (Include possible options for consideration)

Approve the request to purchase the additional emergency lighting and K-9 Watch Dog System using Public Safety Funds.

Department Head Approval [Signature] #401

Date 3/6/2025

City Attorney Approval _____

Date _____

CAO Approval [Signature]

Date 3/7/25

Council Denial _____
Council Tabled Until _____
Council Approval _____

City of Baldwin

P.O. BOX 247
BALDWIN, GA 30511

TEL: (706)776-5256



**PURCHASE
ORDER
NUMBER**

01425

3/10/2025

ISSUED TO:

Fasten Products

Public Safety Funds

SHIP TO:

POLICE

BALDWIN POLICE DEPARTMENT

155 WILLINGHAM AVE,

BALDWIN, GA 30511

SHIP VIA

F.O.B.

TERMS

DATE REQUIRED

	QTY. ORDERED	QTY. RECEIVED	STOCK NUMBER/ ITEM DESCRIPTION	UNIT PRICE	PER	TOTAL AMOUNT
1	1		Ace K-9 Watch Dog System	\$975.00		\$975.00
2	6		M-Power Emergency Lights	\$145.00		\$870.00
3	1		D-Pillar Light Mount	\$130.00		\$130.00
4			Labor/Shop Supply	\$700.00		\$700.00
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						

IMPORTANT:

Our order number must appear on all
invoices, packages and correspondence.
Advise us if unable to deliver complete
order by the date required.

BUYER:

TOTAL

\$2,675.00

ESTIMATE

FASTEN PRODUCTS LLC
300 Sundance Dr
Cornelia, GA 30531-4686

fastentime@gmail.com
+1 (706) 968-9257
www.fastenproducts.com



Bill to
Baldwin PD
155 Willingham Ave
Baldwin, GA 30511

Ship to
Baldwin PD
155 Willingham Ave
Baldwin, GA 30511

Estimate details
Estimate no.: 1042
Estimate date: 03/04/2025

PROJECT: '21 Chevy Tahoe

#	Product or service	Description	Qty	Rate	Amount
1.	ACE-WATCHDOG	AceK9 AceWatchDog gives your HOT-N-POP. PRO or K9 HEAT ALARM PRO	1	\$975.00	\$975.00
2.	SOU-EMPS1QMS4RBW	mpower® 3" Fascia Light w/ Quick Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Tricolor - Red/Blue/White	6	\$145.00	\$870.00
3.	SOU-PMP1BK004	SoundOff Signal D-Pillar Wedge Kit (six wedges) for Ford PIU 2020-2023, compatible with 3" mpower? quick mount fascia lights	1	\$130.00	\$130.00
4.	LABOR	Installation of equipment, warranty on all workmanship	1	\$600.00	\$600.00
5.	SHOP SUPPLIES	Shop Supplies: Wire, loom, connectors, and necessary supplies needed for installations.	1	\$100.00	\$100.00
				Total	\$2,675.00

Accepted date

Accepted by

Everbridge			OnSolve		GoGov
"Unlimited" credit system Year 1 includes set-up fees.	Year 1		Credit system	Per credit: \$0.12 for 10,000 credits	Credit system
	Year 2	\$5,150	purchasing system with	\$1,200	20,000 credits per year w/ unlimited app notification. 1 call or text = 1 credit \$4,700
	Year 3	\$5,304.50	Max calls: 25,000		
Per Customer	1934	\$2.74	Per Month	\$0.23	Per Customer
Contract	12 months or 36 months		1 Year		1934
	36 months = Locked in 3% increase				\$2.43
Channels		IPAWS	Channels	SMS	12 month with 60 business day cancellation notice required
		Email			
		Social media			
		Pager			
		Mobile app			
		Website			
		SMS			
Access	3 notification groups (Residents, water customers, etc.) Web Mobile app 2-way communication Training offered Message templates Local caller-ID Map-based notification 24/7 Support	Call (Voice)	Access	Notification groups can be added for no additional charge 2-way communication Web admin access Mobile app admin access Only purchase more credits 8am-5pm 24/7 Support Multi-lingual text-to-speech	Channels SMS Call (Voice 1 min) Email Social Media
Access			Access	Notification groups can be added for no additional charge Training offered	

Prepared for:

John Dills
City of Baldwin GA
165 Willingham Ave.
Baldwin GA 30511
United States
Ph: 7067786341
Fax:
Email: jdills@cityofbaldwin.org

Quotation

Quote #: Q-215916
Date: 3/10/2025
Expires On: 4/9/2025
Confidential

Salesperson: Joseph Berardi
Phone:
Email: joseph.berardi@everbridge.com
Payment Term: Net 30
Entity ID:

Contract Summary Information:

Contract Period: 12 Months

Qty	Description	Price
5,000	Public Communications Standard - US	USD 5,000.00
1	Calculated Set Up Fee	USD 400.00

Pricing Summary:

Year One Fees:	USD 5,000.00
One-time Implementation and Setup Fees:	USD 400.00
Professional Services:	USD 0.00
Total Year One Fees Due:	USD 5,400.00

Quote Terms:

- By signing this Quote, or issuing a Purchase Order referencing this Quote or the services in this Quote, you represent that you read, understand and agree the terms of the Master Service Agreement below apply to this Quote and any other services provided by Everbridge and are authorized on behalf of the Client to execute the Quote and bind Client to the Master Services Agreement
<https://www.everbridge.com/master-services-agreement-v11-jan-2025>
- Subject to sales taxes where applicable.
- Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override the language of the Master Services Agreement.

Please, Sign, Date and Return:

Signature:

Date:

Name (Print):

Title:

Please, Sign, Date and Return:

Signature:

Date:

Name (Print):

Title:

Everbridge, Inc.
8300 Boone Blvd, Suite 800
Vienna, VA 22182
(818) 230-9700
THANK YOU FOR YOUR BUSINESS!

Everbridge Public Safety Communications Standard – US

Everbridge Public Safety Communications Standard enables government agencies to quickly and reliably send broad or targeted notifications based on lists or location to the public via text, voice, email, and over 100 other modalities. With Everbridge, you are supported by an expandable and redundant infrastructure, industry-leading security and compliance, and real-time visualized intelligence.

Below is a list of key system inclusions:

Communication channels

- Unlimited notifications through any of the IPAWS channels (EAS, WEA, NWEM, COG-to-COG) for authorized authorities in the United States only
- Unlimited email notifications
- Unlimited notification to social media
- Unlimited text pager notifications
- Unlimited Everbridge mobile app push notifications
- Unlimited notification streams to publicly accessible websites through Everbridge Web Widget
- Unlimited notifications directly to websites and services that support API access via HTTPS using 'Web Posting'
- Unlimited access to one Audio Bulletin Board for contacts to retrieve the audio message at their convenience
- Everbridge Network for situational intelligence & notifications shared by other public and private groups
- SMPP-based True SMS text messaging for reliable and timely message delivery
- Our service transmits messages through various channels using standard protocols. Messaging services like email, voice calls, and SMS may experience delays or undelivered messages due to third parties, often chosen by you or the recipient (e.g., busy signal, carrier network issues, or dead battery). We cannot guarantee delivery and advise against relying solely on one messaging channel for important communications.
- Our service supports messaging through various channels, subject to usage limits ("Message Credits"). Your Quote or pricing document outlines your annual Message Credit Limit. This limit includes unlimited push notifications via our app, email, or pager, and a maximum number of individual messages before incurring extra costs. You can monitor your Message Credit usage, limit, and remaining credits on our Client Portal. If you exceed your limit, we may charge you for overages. We advise purchasing more Message Credits if you are close to your limit. Additional Message Credits can be bought anytime.

- Each of the following is counted as a single message credit:
 - SMS Text messages:
 - For messages that contain only GSM characters, each 153 characters or portion thereof.
 - For messages that contain any non-GSM characters, each 67 characters or portion thereof.
 - GSM characters include only characters in the GSM 7-bit default alphabet.
 - Character limits for SMS Text messages are determined by telecommunication providers. Everbridge reserves the right to change the length of a single SMS Text message if telecommunication providers update these amounts.
 - Voice messages or Conference Voice: One minute or portion of a minute of the voice message, calculated on a cumulative basis per month, per destination country.
 - TTY: One minute per TTY message.

Fax: Per Page Transmitted.

- Unlimited notifications through authorized IPAWS channels:
 - Emergency Alert System (EAS)—send short text message to televisions and audio message to radio
 - Wireless Emergency Alerts (WEA) – send short text message to mobile phones
 - Non-Weather Emergency Alerts (NWEM) – send short audio messages to NOAA radio
 - **IPAWS Authorization.** Client represents and warrants to Everbridge that any employee, agents, or representatives of Client who access IPAWS-OPEN using Client’s credentials provided by FEMA (each, an “IPAWS User”), are authorized by FEMA to use IPAWS-OPEN, have completed all required training, and Client has executed an IPAWS Memorandum of Agreement (“MOA”) with FEMA. Client shall contact Everbridge immediately upon any change in Client or any IPAWS User’s right to access IPAWS-OPEN. Client shall only access IPAWS-OPEN using its designated credentials and FEMA issued digital certificate (“Digital Certificate”). Client acknowledges and agrees that Everbridge shall not have access to its credentials and that Client assumes full responsibility for maintaining the confidentiality of any credentials issued to it. Client shall be solely responsible for any and all claims, damages, expenses (including attorneys’ fees and costs) that arise from any unauthorized use or access to IPAWS-OPEN.
 - **Credentials.** Client shall load and maintain within its Everbridge account Organization, its Digital Certificate, COG ID, and Common Name. Client authorizes and requests Everbridge to use the foregoing stored information to connect Client to IPAWS-OPEN.
 - **Messaging.** Client acknowledges and agrees that: (i) upon submission of messages to IPAWS-OPEN, Everbridge shall have no further liability for the distribution of such message, and that the distribution through IPAWS-OPEN, including, but not limited to, delivery through the Emergency Alert System or the Commercial Mobile Alert System, is in no way guaranteed or controlled by Everbridge; (ii) Everbridge shall not be liable as a result of any failure to receive messages distributed through IPAWS-OPEN; (iii) IPAWS may include additional features not supported through the Everbridge system, and Everbridge shall not be required to provide such additional features to Client; and (iv) Client shall be solely responsible and liable for the content of any and all messages sent through IPAWS-OPEN utilizing its access codes.
 - **Term.** Client acknowledges and agrees that access to IPAWS-OPEN shall be available once Client has provided Everbridge with the Digital Certificate and any other reasonably requested information to verify access to the system. Upon termination of the Agreement access to IPAWS-OPEN shall immediately terminate. In addition, Everbridge may immediately terminate, without liability, access to

IPAWS-OPEN, if Client breaches this Addendum, the MOA, or FEMA changes the IPAWS-OPEN system so that it materially change the business terms and/or feasibility for Everbridge to provide such access.

SMS, Voice, Fax, conference calls, TTY communications (US & Canada), numeric pager, and notifications are subject to the Everbridge Credit Based Usage Policy.

Core platform access

- Three (3) Organization with unlimited nested static and dynamic groups
- One (1) Contact Data Location per organization
- Access to Single Sign-On
- Access to web-based portal to initiate messages, reporting, and administration
- Access to ManageBridge Application (iOS, Android) and Mobile Optimized Notification Site
- Access to incident communications with incident chat for streamlining and automating communication plans

Key features

- Unlimited Mass Notification and Incident Templates
- Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)
- One-screen broadcast creation workflow to speed message creation and reduce human error
- Downloadable PDF report for each incident
- Real-time reporting for improved situational awareness and easier after-action analysis
- Unlimited user accounts with role-based permissions for contacts
- Flexible role-based access controls to manage user permissions
- Custom branded community opt-in portal with custom fields and opt-in subscriptions
- Organization specific customizable caller ID, greetings, and broadcast settings
- Multi-language text to speech engine and custom voice recording
- Notification escalation to automatically send a notification to the next person or group if there is no confirmation
- Contact Management APIs
- Self-Service Contact Record Management, Contact Import via CSV Upload and via Contact API or via Secure FTP
- Contact filtering based on custom criteria
- Map-based, rule-based, group-based, or individual contact selection
- Automatic address geo-coding for contacts
- Ability to send standard, polling, or on-the-fly 'One-Touch' Conference Call messages
- Public Incident Zone – Alert residents through Everbridge Mobile App on their entry into the impacted area

- 4 Smart Conference bridge lines (subject to regional availability)
- International support:
 - Dynamic caller ID to customize caller IDs with local number per country or broadcast
 - Globally local calling for faster communications using local or regional message initiation

Set-up, implementation, and support

- Up to 10 remote support hours via a dedicated Implementation Specialist to be used within 60 days of contract signing. These 10 hours include web-based training, system testing, and administrative set-up. Your Implementation Specialist will also deliver your EB Suite system with best-practice recommended settings configured.
- Unlimited access to Everbridge University classes
- 24x7 customer support (phone, web, email)
- To enable our customer support teams to more effectively solve our customers' support-related issues, we use an artificial intelligence feature to provide analytics, suggest guidance, and improve our knowledge base. Access to support tickets is required for the feature to operate.
- Global support/operations centers for redundant live support
- Initial contact data upload and test broadcast support
- 5 live operator message initiations per year

Usage

- For more information about the policies that apply to our Services and how you use them, refer to our. You will obtain all requisite permissions or consents to support your use. For more information on the accreditations, certifications and operational practices relevant to the Service(s) you have purchased from us, refer to trust.everbridge.com.

Prepared for:

John Dills
City of Baldwin GA
165 Willingham Ave.
Baldwin GA 30511
United States
Ph: 7067786341
Fax:
Email: jdills@cityofbaldwin.org

Quotation

Quote #: Q-215850
Date: 3/7/2025
Expires On: 4/6/2025
Confidential

Salesperson: Joseph Berardi
Phone:
Email: joseph.berardi@everbridge.com
Payment Term: Net 30
Entity ID:

Contract Summary Information:

Contract Period: 36 Months

Year 1

QTY	DESCRIPTION	PRICE
5,000	Public Communications Standard - US	USD 5,000.00
Year 1 TOTAL:		USD 5,000.00

Year 2

QTY	DESCRIPTION	PRICE
5,000	Public Communications Standard - US	USD 5,150.00
Year 2 TOTAL:		USD 5,150.00

Year 3

QTY	DESCRIPTION	PRICE
5,000	Public Communications Standard - US	USD 5,304.50
Year 3 TOTAL:		USD 5,304.50

Setup

QTY	DESCRIPTION	PRICE
1	Calculated Set Up Fee	USD 400.00
Setup TOTAL:		USD 400.00

Pricing Summary:

Year One Fees:	USD 5,000.00
One-time Implementation and Setup Fees:	USD 400.00
Professional Services:	USD 0.00
Total Year One Fees Due:	USD 5,400.00

Ongoing Fees:

Year Two Fees:	USD 5,150.00
Year Three Fees:	USD 5,304.50

Quote Terms:

1. By signing this Quote, or issuing a Purchase Order referencing this Quote or the services in this Quote, you represent that you read, understand and agree the terms of the Master Service Agreement below apply to this Quote and any other services provided by Everbridge and are authorized on behalf of the Client to execute the Quote and bind Client to the Master Services Agreement
<https://www.everbridge.com/master-services-agreement-v11-jan-2025>
2. Subject to sales taxes where applicable.
3. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override the language of the Master Services Agreement.

Please, Sign, Date and Return:

Signature:

Date:

Name (Print):

Title:

Please, Sign, Date and Return:

Signature:

Date:

Name (Print):

Title:

Everbridge, Inc.
8300 Boone Blvd, Suite 800
Vienna, VA 22182
(818) 230-9700
THANK YOU FOR YOUR BUSINESS!

Everbridge Public Safety Communications Standard – US

Everbridge Public Safety Communications Standard enables government agencies to quickly and reliably send broad or targeted notifications based on lists or location to the public via text, voice, email, and over 100 other modalities. With Everbridge, you are supported by an expandable and redundant infrastructure, industry-leading security and compliance, and real-time visualized intelligence.

Below is a list of key system inclusions:

Communication channels

- Unlimited notifications through any of the IPAWS channels (EAS, WEA, NWEM, COG-to-COG) for authorized authorities in the United States only
- Unlimited email notifications
- Unlimited notification to social media
- Unlimited text pager notifications
- Unlimited Everbridge mobile app push notifications
- Unlimited notification streams to publicly accessible websites through Everbridge Web Widget
- Unlimited notifications directly to websites and services that support API access via HTTPS using 'Web Posting'
- Unlimited access to one Audio Bulletin Board for contacts to retrieve the audio message at their convenience
- Everbridge Network for situational intelligence & notifications shared by other public and private groups
- SMPP-based True SMS text messaging for reliable and timely message delivery
- Our service transmits messages through various channels using standard protocols. Messaging services like email, voice calls, and SMS may experience delays or undelivered messages due to third parties, often chosen by you or the recipient (e.g., busy signal, carrier network issues, or dead battery). We cannot guarantee delivery and advise against relying solely on one messaging channel for important communications.
- Our service supports messaging through various channels, subject to usage limits ("Message Credits"). Your Quote or pricing document outlines your annual Message Credit Limit. This limit includes unlimited push notifications via our app, email, or pager, and a maximum number of individual messages before incurring extra costs. You can monitor your Message Credit usage, limit, and remaining credits on our Client Portal. If you exceed your limit, we may charge you for overages. We advise purchasing more Message Credits if you are close to your limit. Additional Message Credits can be bought anytime.

- Each of the following is counted as a single message credit:
 - SMS Text messages:
 - For messages that contain only GSM characters, each 153 characters or portion thereof.
 - For messages that contain any non-GSM characters, each 67 characters or portion thereof.
 - GSM characters include only characters in the GSM 7-bit default alphabet.
 - Character limits for SMS Text messages are determined by telecommunication providers. Everbridge reserves the right to change the length of a single SMS Text message if telecommunication providers update these amounts.
 - Voice messages or Conference Voice: One minute or portion of a minute of the voice message, calculated on a cumulative basis per month, per destination country.
 - TTY: One minute per TTY message.

Fax: Per Page Transmitted.

- Unlimited notifications through authorized IPAWS channels:
 - Emergency Alert System (EAS)—send short text message to televisions and audio message to radio
 - Wireless Emergency Alerts (WEA) – send short text message to mobile phones
 - Non-Weather Emergency Alerts (NWEM) – send short audio messages to NOAA radio
 - **IPAWS Authorization.** Client represents and warrants to Everbridge that any employee, agents, or representatives of Client who access IPAWS-OPEN using Client’s credentials provided by FEMA (each, an “IPAWS User”), are authorized by FEMA to use IPAWS-OPEN, have completed all required training, and Client has executed an IPAWS Memorandum of Agreement (“MOA”) with FEMA. Client shall contact Everbridge immediately upon any change in Client or any IPAWS User’s right to access IPAWS-OPEN. Client shall only access IPAWS-OPEN using its designated credentials and FEMA issued digital certificate (“Digital Certificate”). Client acknowledges and agrees that Everbridge shall not have access to its credentials and that Client assumes full responsibility for maintaining the confidentiality of any credentials issued to it. Client shall be solely responsible for any and all claims, damages, expenses (including attorneys’ fees and costs) that arise from any unauthorized use or access to IPAWS-OPEN.
 - **Credentials.** Client shall load and maintain within its Everbridge account Organization, its Digital Certificate, COG ID, and Common Name. Client authorizes and requests Everbridge to use the foregoing stored information to connect Client to IPAWS-OPEN.
 - **Messaging.** Client acknowledges and agrees that: (i) upon submission of messages to IPAWS-OPEN, Everbridge shall have no further liability for the distribution of such message, and that the distribution through IPAWS-OPEN, including, but not limited to, delivery through the Emergency Alert System or the Commercial Mobile Alert System, is in no way guaranteed or controlled by Everbridge; (ii) Everbridge shall not be liable as a result of any failure to receive messages distributed through IPAWS-OPEN; (iii) IPAWS may include additional features not supported through the Everbridge system, and Everbridge shall not be required to provide such additional features to Client; and (iv) Client shall be solely responsible and liable for the content of any and all messages sent through IPAWS-OPEN utilizing its access codes.
 - **Term.** Client acknowledges and agrees that access to IPAWS-OPEN shall be available once Client has provided Everbridge with the Digital Certificate and any other reasonably requested information to verify access to the system. Upon termination of the Agreement access to IPAWS-OPEN shall immediately terminate. In addition, Everbridge may immediately terminate, without liability, access to

IPAWS-OPEN, if Client breaches this Addendum, the MOA, or FEMA changes the IPAWS-OPEN system so that it materially change the business terms and/or feasibility for Everbridge to provide such access.

SMS, Voice, Fax, conference calls, TTY communications (US & Canada), numeric pager, and notifications are subject to the Everbridge Credit Based Usage Policy.

Core platform access

- Three (3) Organization with unlimited nested static and dynamic groups
- One (1) Contact Data Location per organization
- Access to Single Sign-On
- Access to web-based portal to initiate messages, reporting, and administration
- Access to ManageBridge Application (iOS, Android) and Mobile Optimized Notification Site
- Access to incident communications with incident chat for streamlining and automating communication plans

Key features

- Unlimited Mass Notification and Incident Templates
- Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)
- One-screen broadcast creation workflow to speed message creation and reduce human error
- Downloadable PDF report for each incident
- Real-time reporting for improved situational awareness and easier after-action analysis
- Unlimited user accounts with role-based permissions for contacts
- Flexible role-based access controls to manage user permissions
- Custom branded community opt-in portal with custom fields and opt-in subscriptions
- Organization specific customizable caller ID, greetings, and broadcast settings
- Multi-language text to speech engine and custom voice recording
- Notification escalation to automatically send a notification to the next person or group if there is no confirmation
- Contact Management APIs
- Self-Service Contact Record Management, Contact Import via CSV Upload and via Contact API or via Secure FTP
- Contact filtering based on custom criteria
- Map-based, rule-based, group-based, or individual contact selection
- Automatic address geo-coding for contacts
- Ability to send standard, polling, or on-the-fly 'One-Touch' Conference Call messages
- Public Incident Zone – Alert residents through Everbridge Mobile App on their entry into the impacted area

- 4 Smart Conference bridge lines (subject to regional availability)
- International support:
 - Dynamic caller ID to customize caller IDs with local number per country or broadcast
 - Globally local calling for faster communications using local or regional message initiation

Set-up, implementation, and support

- Up to 10 remote support hours via a dedicated Implementation Specialist to be used within 60 days of contract signing. These 10 hours include web-based training, system testing, and administrative set-up. Your Implementation Specialist will also deliver your EB Suite system with best-practice recommended settings configured.
- Unlimited access to Everbridge University classes
- 24x7 customer support (phone, web, email)
- To enable our customer support teams to more effectively solve our customers' support-related issues, we use an artificial intelligence feature to provide analytics, suggest guidance, and improve our knowledge base. Access to support tickets is required for the feature to operate.
- Global support/operations centers for redundant live support
- Initial contact data upload and test broadcast support
- 5 live operator message initiations per year

Usage

- For more information about the policies that apply to our Services and how you use them, refer to our. You will obtain all requisite permissions or consents to support your use. For more information on the accreditations, certifications and operational practices relevant to the Service(s) you have purchased from us, refer to trust.everbridge.com.

Master Services Agreement

 everbridge.com/master-services-agreement-v11-jan-2025

1. CERTAIN DEFINITIONS.

“Affiliate” means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control”, for purposes of this definition, means (a) the ownership of greater than 50% of the voting power to elect directors of the subject entity, or (b) direct or indirect ownership or control of more than 50% of the voting interests of the subject entity. An entity that becomes an Affiliate after the execution of this Agreement will be deemed to be an Affiliate under this Clause.

“Client” and **“Company”** mean, respectively, the customer and the Everbridge, Inc. entity identified on an applicable Quote or, absent that, the customer and Everbridge, Inc. entity that receive or provide the Services. Company and Client are each sometimes referred to as a **“Party”** and collectively, the **“Parties”**.

“Contacts” are Client individuals designated as authorized to receive notifications or other communications through the Solutions and/or who provide their personal contact information to Company, including through an opt-in portal.

“Effective Date” means the date specified on the Quote, or if no date is specified, then the date Company provides credentials for access to the Services pursuant to such Quote.

“Professional Services” means any training or professional services of Company or its Affiliates identified in a Quote.

“Quote” means the applicable quote, order form or other ordering document (e.g., statement of work) in which the nature of the offering and key commercial terms are identified, including the applicable Solutions and any Professional Services. Each Quote forms a material part of this Agreement.

“Services” means the Solutions and, if applicable, any Professional Services.

“Solution(s)” means the proprietary solution(s) and platform(s) of Company or its Affiliates identified in a Quote.

“Users” are Client individuals who are authorized by Client from time to time to use the Solutions for the purposes of serving as system administrators, sending notifications, configuring templates, reporting or managing data, or performing similar functions, and who have been supplied user identifications and passwords by Client. Users may include employees and contractors of Client or its Affiliates.

2. SERVICES.

2.1 Orders. Commencing on the Effective Date, the Company or one of its Affiliates shall provide Client access to the Services subject to the terms and conditions set forth in this Master Services Agreement (“**Agreement**”) and the applicable Quote. For any Services listed on a Quote, there may be certain Solution-specific or Service-specific terms or conditions referenced therein, including by means of inclusion sheets, annexes, or appendices, or links to an online repository of applicable terms and conditions, all of which are deemed a material part of the Quote and this Agreement.

2.2 Setup. Company shall provide Client with login and password information for each User and will configure the Solutions based on the maximum number of Contacts, or Users, as applicable depending on the Solutions ordered. Client shall undergo the initial setup and training as set forth in the onboarding materials within sixty (60) days of the Effective Date.

2.3 Accuracy of Information. Client shall provide accurate and complete information to Company in connection with the Solutions and related Services. Company will not be responsible for any of its or its third-party service providers’ acts or omissions that are due to inaccurate or incomplete information submitted by or on behalf of Client.

2.4 Affiliate Usage and Optional Purchase by Affiliates. A Client Affiliate may choose to purchase Services on their own behalf to the same extent as Client, provided that such purchases shall be on the same terms and conditions as this Agreement pursuant to a fully executed Quote agreed to by Company and such Affiliate. Solely as to the Agreement between Company and such Affiliate, all terms and references to “Client” shall refer to such Affiliate upon execution of an applicable Quote.

3. FEES; PAYMENT. Company shall invoice Client annually in advance for all Services. Client shall pay the fees within the time specified in the Quote (or, if no timeframe is specified, within 30 days from receipt of invoice). If Client has usage levels in excess of the permitted amounts, Client is responsible for paying applicable excess fees, which are related to costs incurred by the Company based on usage levels. All Professional Services must be used within 12 months from the date of the applicable Quote. Late payments shall accrue interest at a rate of one and one-half percent (1.5%) per month or the maximum amount permitted by law, whichever is lower. Such interest shall be in addition to any other rights and remedies of Company. Unless otherwise provided, the fees set forth in the Quote do not include any taxes, levies or duties of any nature, all of which Client is responsible for paying, except for those relating to Company’s net income or property. If Company is legally obligated to collect or pay taxes for which Client is responsible, the appropriate amount shall be invoiced to and paid by Client, unless Client provides a valid tax exemption certificate. If Client requires the use of a third party for invoice processing, Client shall bear the cost and expense associated with such third party.

4. COMPANY POLICIES & COMPLIANCE.

4.1 Company Policies. This Clause 4 details service specific and compliance terms, including but not limited to data privacy, security, resilience, and Client acceptable usage. Such applicable policies, information, and terms (collectively, the “Company Policies”) are incorporated by reference and available at <https://www.everbridge.com/company-policies> (the “Company Policies Page”). The Company Policies, and Client’s compliance with them, are a material part of this Agreement. Company may make updates to the Company Policies from time to time, for example to describe new features and other improvements or address new regulatory requirements, but the functionality and protections afforded the Client shall not be diminished materially.

4.2 Use of Solutions. Client’s Users and Contacts may use the Services on Client’s behalf, provided Client remains responsible and liable for the acts and omissions of each, (including its provision of Client Data to Company) and the applicable Company Policies. Client shall be responsible for ensuring that there is a lawful basis for sending communications and, where applicable, obtaining the consent of or providing notice to Contacts.

4.3 Client Data. Client shall retain all ownership rights in all Contact data, electronic data, and content Client transmits to Company to or through the Solutions (“**Client Data**”). Client shall act as the owner and controller of Client Data in accordance with the terms of this Agreement, including Company’s Data Processing Agreement, at the Company Policies Page. Client shall maintain a copy of all Contact data it provides to Company. Client acknowledges that the Solutions are a passive conduit for the transmission of Client Data and that Company has no obligation to screen any Client Data or other content. Client is solely responsible for (a) the accuracy, quality and legality of Client data, and (b) third party licenses, consents and permissions needed for Client to capture and transmit Client Data without violating legal requirements or third party rights hereunder.

4.4 Data Security. Company’s IT security program includes: (i) reasonable and appropriate technical, organizational, and security measures against the destruction, loss, unavailability, unauthorized access or alteration of Client Data in the possession or under the control of Company, including measures to ensure the availability of information following interruption to, or failure of, critical business processes; and (ii) Solutions are independently audited annually by an accredited third party audit firm in accordance with industry standards. Where Company has obtained ISO 27001 and SSAE 18 Service Organization Control 2 (SOC 2) reports for a Service, Company shall provide Client with a copy of current certifications on request. The Company’s Security Information and Procedures Policy applies, which is available at the Company Policies Page. Upon Client’s written request once annually, Company shall respond to a reasonable questionnaire regarding Company’s compliance with the security obligations under the agreement. In lieu

of completing Client's security questionnaire, Company may make compliance information available to Client in the form of a copy of the summary of Company's then-current applicable security audit report or an industry standard questionnaire response.

4.5 Privacy Compliance. Company shall abide by applicable Privacy Laws in connection with the processing of personal data in providing the Solutions to the Client. Company is registered under the EU-US Data Privacy Framework. "**Privacy Laws**" means all applicable laws, treaties and regulations applicable to the Parties' respective processing of personal data, including the GDPR, the United Kingdom's DPA 2018, the California Consumer Privacy Act of 2018, Cal. Civ. Code §1798.100, et seq. and its implementing regulations, as amended by the California Privacy Rights Act (the "**CCPA/CPRA**"), and Canada's Personal Information Protection and Electronic Documents Act (the "**PIPEDA**"). The Company's standard Data Processing Agreement applies, which is available at the Company Policies Page.

4.6 Resilience. Company maintains (a) a business continuity program for restoring the availability and access to Services in a timely manner in the event of a physical or technical incident; and (b) a process for regularly testing the effectiveness of technical and organizational measures for ensuring such business continuity. Company will abide by the Company Policies for resilience.

5. TERM & TERMINATION.

5.1 Term. The term of this Agreement shall begin on the Effective Date and shall expire when all underlying Quotes with Client or its Affiliates have expired in accordance with the terms of such Quotes, unless terminated earlier as provided herein.

5.2 Term of Services Under Quotes. Services under an applicable Quote will begin as set forth in such Quote and shall continue for the period specified therein or, if none is specified, a period of one year ("Initial Service Term"). At the end of the Initial Service Term, the Quote and the Services provided thereunder shall renew for a period of successive one-year periods (each, a "Renewal Term"), unless the Quote expressly indicated otherwise. Client shall be informed that the Initial Service Term or any Renewal Term is due to renew and of any changes to these terms at least sixty (60) days in advance; and if a Party notifies the other Party of its intent to terminate, pursuant to Section 12.5, at least thirty (30) days prior to the end of the then-current term, such Quote and the Services thereunder shall terminate at the end of such term without further renewal. If a Quote contains Services added to an existing subscription, such added Services will be coterminous with the Initial Service Term or applicable Renewal Terms.

5.3 Termination by Either Party. Either Party may terminate this Agreement upon the other Party's material breach of the Agreement, provided that where such breach is capable of remedy, (a) the non-breaching Party sends written notice to the breaching Party

describing the breach in reasonable detail; (b) the breaching Party does not remedy the breach within thirty (30) days following its receipt of such notice (the “**Notice Period**”); and (c) following the expiration of the Notice Period, the non-breaching Party sends a second written notice indicating its election to terminate this Agreement.

5.4 Termination or Suspension for Non-Payment. If Client fails to pay any fees or charges due within thirty (30) days of their due date, Company may terminate this Agreement upon thirty (30) days’ prior written notice to Client. Termination for non-payment shall not relieve Client of its outstanding obligations (including payment) under this Agreement. In lieu of termination for non-payment, Company may suspend Client’s access to the Solutions upon written notice to Client until such time that Client pays any outstanding obligations in full.

5.5 Other Suspension. Company may temporarily suspend Client’s access to the Solutions or any portion thereof for (a) emergency network repairs, threats to, or actual breach of network security; or (b) any legal, regulatory, or governmental prohibition affecting the Solution. Company shall use its best efforts to notify Client through the Client’s portal and/or via email prior to such suspension and shall reactivate any affected portion of the Solution as soon as possible.

6. PROPRIETARY RIGHTS & RELATED PROTECTIONS.

6.1 Grant of Use Rights. Subject to the usage requirements of Clause 4.2, Company hereby grants to Client, during the term of this Agreement, a limited, non- exclusive, non-transferable (except as permitted by Clause 12.3), non-sublicensable right to, solely for its internal business purposes, (a) for those Solutions expressly indicated on a Quote (or documents referenced therein) as intended for download by the Client, to download and install the Solutions in object code form only on the number of servers and for the Users specified in the Quote; and/or (b) otherwise access and use the Solutions that are offered on a remotely-hosted basis by Company (in which case a copy of the software itself will not be made available for download).

6.2 Reservation of Rights. The Solutions (including all associated computer software (whether in source code, object code, or other form), databases, indexing, search, and retrieval methods and routines, HTML, active server pages, intranet pages, and similar materials) and all intellectual property and other rights, title, and interest therein (collectively, “**Properties**”), whether conceived by Company alone or in conjunction with others, constitute Confidential Information and the valuable intellectual property, proprietary material, and trade secrets of Company (for purposes of this Clause 6.2, “Company” includes its Affiliates) and its licensors and are protected by applicable intellectual property laws of the United States and other countries. Company owns (a) all voluntary feedback regarding the design or operation of the Services (except for the Client Data) provided to Company by Users, Client and Contacts in conjunction with the Services, and (b) all

aggregated and anonymized transactional, performance, derivative data and metadata generated in connection with the Solutions, which are generally used to improve the functionality and performance of the Services and cannot be disaggregated or deanonymized. Except for the rights expressly granted to Client in this Agreement, all rights in and to the Solutions and all of the foregoing elements thereof (including the rights to any work product resulting from Professional Services and to any modification, enhancement, configuration or derivative work of the Solutions) are and shall remain solely owned by Company and its respective licensors. Company may use and provide Solutions and Professional Services to others that are similar to those provided to Client hereunder, and Company may use in engagements with others any knowledge, skills, experience, ideas, concepts, know-how and techniques used or gained in the provision of the Solutions or Professional Services to Client, provided that, in each case, no Client Data or Client's Confidential Information is disclosed thereby.

6.3 Restrictions. Client shall not, and shall not permit any User or other Party to: (a) use the Properties on a service bureau basis, outsource, rent, resell, sublicense, or time-share the Properties; (b) sell, transfer, assign, distribute or otherwise commercially exploit or make the Properties available to any third party except as expressly set forth herein; (c) modify, adapt, translate, alter, or make derivative works based upon the Properties; (d) reverse engineer, decompile, disassemble, or otherwise derive or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure, or organization) of the Properties; (e) remove, obscure, cover, or alter any proprietary notices or labels on the Properties or any materials made available by Company; (f) interfere in any manner with the operation of the Properties or the network used to operate the Properties; (g) access or use the Properties to build, improve, or enhance a similar or competitive product or service; (h) attempt to access the Properties through any unapproved interface; (i) use the Properties in a manner that, as determined by Company in its discretion, exceeds reasonable request volume, constitutes excessive or abusive usage, or otherwise fails to comply or is inconsistent with any part of the documentation; (j) imply inaccurate creation, affiliation, sponsorship or endorsement of Client or the Properties; or (k) otherwise use the Properties in any manner inconsistent with applicable law. Client bears responsibility to obtain any telecommunications or computer hardware or software required to access the Properties.

7. CONFIDENTIAL INFORMATION.

Each Party, as a receiving Party, agrees to retain in confidence the non-public information and know-how disclosed to it pursuant to the

Agreement which is either designated in writing as proprietary and or/confidential, if disclosed in writing, or if disclosed orally, is designated in writing (which may be via email) as confidential within thirty (30) days of the oral disclosure or should reasonable be understood to be confidential by the receiving Party ("the **"Confidential Information"**"). For the

avoidance of doubt, the Services are deemed the Confidential Information of the Company and the Client Data is Confidential Information of the Client. Each Party agrees to: (a) preserve and protect the confidentiality of the other Party's Confidential Information, using at least the same degree of care which it uses to prevent the disclosure of its own confidential information of like importance, but in no event less than reasonable care; (b) refrain from using the other Party's Confidential Information except as contemplated herein; and (c) not disclose such Confidential Information to any third party except to employees, officers, affiliates, controlling stockholders, agents, advisors, subcontractors and other representatives as is reasonably required in connection with the exercise of its rights and obligations under the Agreement (and only subject to binding use and disclosure restrictions at least as protective as those set forth herein). Each Party agrees to promptly notify the other Party of any unauthorized disclosure or use of any Confidential Information and to assist the other Party in remedying such unauthorized use or disclosure by taking such steps as are reasonably requested.

Notwithstanding the foregoing, Confidential Information shall not include information which is: (a) already publicly known without breach of the Agreement; (b) discovered, created or independently developed by the receiving Party without use of, reliance upon, or reference to, the Confidential Information of the disclosing Party, as shown in records of the receiving Party; or (c) otherwise known to the receiving Party through no wrongful conduct of the receiving Party. In addition, the receiving Party may disclose the disclosing Party's Confidential Information if required to do so by law or court order; provided that the receiving Party, to the extent legally permitted, shall provide prompt notice thereof and commercially reasonable assistance to the disclosing Party to enable the disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure. Moreover, either Party hereto may disclose any Confidential Information hereunder to such Party's agents, attorneys and other representatives (and only subject to confidentiality obligations at least as protective as those set forth herein) or any court of competent jurisdiction as reasonably required to resolve any dispute between the parties hereto. Each Party agrees and acknowledges that any breach or threatened breach of this Clause 7 may cause irreparable injury to the disclosing Party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the disclosing Party shall be entitled to seek injunctive relief against the threatened breach of the Agreement or the continuation of any such breach by the receiving Party, without the necessity of proving actual damages or posting any bond, in addition to any other rights or remedies provided by law.

Upon any termination of this Agreement, the receiving Party shall continue to maintain the confidentiality of the disclosing Party's Confidential Information and, upon request and to the extent practicable, return or destroy all materials containing such Confidential Information. Notwithstanding the foregoing, either Party may retain a copy of any Confidential Information

if required by applicable law or regulation, in accordance with internal compliance policy, or pursuant to automatic computer archiving and back-up procedures, subject at all times to the continuing applicability of the provisions of this Agreement

8. WARRANTIES; DISCLAIMER.

8.1 Limited Warranty. Company shall provide the Services in a professional manner and in material compliance with the documentation referenced in the applicable Quote in connection with the specific Services to be provided. Client's sole and exclusive remedy for any breach of this warranty shall be, at no additional charge to Client, to use commercially reasonable efforts to offer Client an error correction or work-around.

The Company commits to offering Client support 24 hours a day, 7 days a week, 365 days a year in accordance with its most recently published Support Services Guide. Notwithstanding the foregoing, Company has no obligation to provide Client with any administrative support but if Company agrees to do so Company may charge Client the reasonable applicable fees for the additional support provided.

8.2 Disclaimer. THE FOREGOING REPRESENT THE ONLY WARRANTIES MADE BY COMPANY HEREUNDER, AND COMPANY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. COMPANY PROVIDES THE SOLUTIONS "AS IS" AND DOES NOT WARRANT THAT THE SOLUTION WILL PROVIDE INFORMATION OR OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SOLUTION TO INFORM CLIENT OR DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

8.3 Message Transmission Risks. The solutions transmit information, data, and content to supported contact paths for public and private networks and carriers using the standard protocol for each path. The Client acknowledges that the use of messaging services, including email, voice calls, and SMS, carries a risk of messages being delayed, undelivered, or incomplete due to the involvement of multiple third-party entities in the transmission process, including entities that the recipient and service providers the client or recipient select. The final delivery of messages is dependent on the networks, carriers, and devices managed by the Client or recipient, which are beyond the Company's control. Therefore, the Company cannot and does not guarantee delivery and advises against relying solely on any single messaging channel for critical communication.

8.4 Third-Party Services. Client may be able to access and use third-party applications, data, content, software, or services that are integrated into or otherwise made a part of the Services (“**Third-Party Services**”). Company is not responsible for the acts or omissions of any third party that provides the Third-Party Services. Client acknowledges that such Third-Party Services are controlled by the applicable third parties and are subject to such third parties’ terms and conditions. Company provides these Third-Party Services only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Services, or any product or service provided in connection therewith.

9. INDEMNIFICATION.

9.1 By Company. Company shall defend, Client from and against any third-party claim, suit or proceeding against Client arising out of an allegation that Client’s use of the Solution in accordance with this Agreement infringes an issued patent, copyright, or other IP right (“IP Claims”) and indemnify and hold Client harmless against any amounts owed pursuant to a court judgment or settlement of such IP Claims, as well as any reasonable attorneys’ fees incurred prior to Company’s assumption of the defense prior to Clause 9.3.

9.2 Infringement Remedy. If (a) any aspect of the Solution is found or, in Company’s reasonable opinion is likely to be found, to infringe upon the IP right of a third party or (b) the continued use of the Solution is enjoined, then Company will promptly, at its own cost and expense, at its option: (i) obtain for Client the right to continue using the Solution; (ii) modify such aspect of the Solution so that it is non-infringing; or (iii) replace such aspect of the Solution with a non-infringing functional equivalent. If, after commercially reasonable efforts, Company determines in good faith that options (i) – (iii) are not feasible, Company will remove the infringing items from the Solution and refund to Client on a pro-rata basis any prepaid unused fees paid for such infringing element. The remedies set forth in this Clause 9.2 are Client’s exclusive remedy for IP Claims. Company shall have no obligation or liability for any claim pursuant to this Clause to the extent arising from: (x) the combinations, operation, or use of the Solution supplied under this Agreement with any product, device, or software not supplied by Company to the extent the combination creates the infringement; (y) the unauthorized alteration or modification by Client of the Solution; or (z) Company’s compliance with Client’s designs, specifications, requests, or instructions pursuant to an engagement for Professional Services relating to the Solution to the extent the claim of infringement is based on the foregoing.

9.3 Indemnification Process. The indemnifying Party’s obligations under this Clause 9 are contingent upon the indemnified Party: (a) promptly giving notice of the claim to the indemnifying Party once the indemnification claim is known; (b) giving the indemnifying Party sole control of the defense and settlement of the indemnification claim (provided that

the indemnifying Party may not settle such indemnification claim in a manner that imposes any obligation or restriction upon the indemnified Party absent their consent); and (c) providing the indemnifying Party all available information and reasonable assistance.

10. LIABILITY LIMITS

Neither Party shall be liable for any lost profits (other than from applicable fees), revenues, goodwill, business interruption, indirect, incidental, or consequential damages under or in connection with this Agreement (including indemnification), even if a Party or its affiliates have been advised of the possibility of such damages or if a Party's or its affiliates' remedy otherwise fails of its essential purpose.

Nothing in this Agreement shall limit or exclude liability for death or personal injury caused by gross negligence, fraud or other liability where such liability may not properly be limited or excluded by applicable law.

Except with respect to amounts owed pursuant to the indemnification obligations under Clause 9 (Indemnification), Company's maximum aggregate liability shall in no event exceed the fees paid by Client to Company under the applicable Quote form during the twelve (12) month period prior to when the claim arose. Each Party understands and agrees that these liability limits reflect the allocation of risk between the Parties and are essential elements of the basis of the bargain, the absence of which would require substantially different economic terms.

11. INSURANCE. Company will maintain during the term of this Agreement the following coverages: (a) General Liability insurance, with liability limits of at least \$3,000,000; (b) Professional Liability coverage with limits of at least \$3,000,000; and (c) workers' compensation insurance as required by the state or local law in which the work is performed. Upon request by Client, Company shall provide Client a certificate of insurance evidencing such coverages.

12. MISCELLANEOUS.

12.1 Force Majeure Company shall not be responsible for performance under this Agreement to the extent precluded by circumstances beyond Company's reasonable control, including without limitation acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, labor problems, regional technology interruptions, or denial of service attacks.

12.2 Waiver; Severability. The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement shall in no way be considered to be a waiver of such provisions. If any provision of this Agreement is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the

extent required, be deemed deleted or revised, and the remaining provisions shall continue in full force and effect to the maximum extent possible so as to give effect to the intent of the Parties.

12.3 Assignment. Neither Party may assign this Agreement to any third party except upon the other Party's prior written consent, which consent shall not be unreasonably withheld or delayed; provided, that no such consent shall be required in the event of an assignment to an Affiliate or to a successor-in-interest to the business of the assigning Party resulting from a merger, reorganization, or sale of all or substantially all such Party's assets. Notwithstanding the above, neither Party shall assign this Agreement to any third party which is a competitor of the other Party.

12.4 Governing Law; Attorneys' Fees. Governing law and court jurisdiction for Agreement and applicable in any dispute or lawsuit between the Parties shall be determined according to the table below, based on where a Client is incorporated, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction:

Client Incorporation Location	Governing Law and Jurisdiction
Anywhere except Europe, UK or the Middle East, or Asia Pacific.	Delaware
Europe (non-UK)	Netherlands
UK or the Middle East	England
Asia Pacific	Singapore

The U.N. Convention on Contracts for the International Sale of Goods shall not apply. The prevailing Party in any action arising out of this Agreement shall be entitled to its reasonable attorneys' fees and costs.

12.5 Notices. Legal notices (e.g., claimed breach or termination) to be provided under this Agreement shall be delivered in writing (a) in person, (b) by nationally recognized overnight delivery service, or (c) by registered prepaid post to the other Party as set forth on the signature page hereto. All legal notices shall be deemed to have been given upon receipt or, if under (c), two (2) business days after being deposited in the mail. Either Party may change its address by giving notice of the new address to the other Party pursuant to this Clause and identifying the effective date of such change. Company may provide all other notices to Client's billing contact on the Client Registration Form or to the Company Support Center, including with respect to billing, availability, upgrades, maintenance, or other updates of the Solutions.

12.6 Marketing. Client consents to Company referencing Client's name as a Company client in Company publications, its website, and other marketing materials pursuant to Customer's branding guidelines. Client may revoke this right at any time upon written notice to Company.

12.7 Anti-corruption. Both Parties shall comply with all applicable laws, statutes, and regulations, relating to anti-bribery and anti-corruption, including but not limited to, the FCPA and Bribery Act 2010. Neither Party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other Party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

12.8 Equal Employment Opportunity. Company is a government contractor and is subject to the requirements of Executive Order 11246, the Rehabilitation Assistance Act and VEVRAA. Pursuant to these requirements, the Equal Opportunity Clauses found at 41 Code of Federal Regulations sections 60-1.4(a) (1-7), sections 60-250.4(a-m), sections 60-300.5 (1-11) and sections 60-741.5 (a) (1-6) are incorporated herein by reference as though set forth at length and made an express part of this Agreement.

12.9 Government Users and Contacts. Client is the government entity identified in the Quote that funds the acquisition of Services. Another separately-funded independent government entity must be explicitly added to the Quote or obtain its own subscription. The software contained within the Solutions and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

12.10 Export Controls. Client understands that the software, technologies or other aspects of the Services provided to Client pursuant to this Agreement may be subject to various export control and sanctions laws and regulations of the United States and possibly other jurisdictions (collectively, "**Trade Controls**"). Company and Client each represent that it is not on any applicable government's prohibited or restricted parties list or otherwise the subject of applicable Trade Controls (a "**Restricted Party**"). Client will conduct its activities under this Agreement in compliance with applicable Trade Controls and, without regulatory authorization as may be required, will not export, reexport, or transfer the Services in violation of applicable Trade Controls.

12.11 General. This Agreement, including each Quote, constitutes the entire agreement between the Parties and supersedes all other agreements and understandings between the Parties, oral or written, with respect to the subject matter hereof, including any confidentiality agreements. In the event of a conflict between the terms in the main body of this Agreement and other applicable terms, such main body terms will prevail and control. This Agreement shall not be modified or amended except by a writing signed by both Parties or pursuant to a renewal under Clause 5. ANY NEW TERMS OR CHANGES ISSUED IN A PURCHASE ORDER OR OTHER DOCUMENT TO COMPANY ARE VOID AND OF NO FORCE OR EFFECT. COMPANY'S ACKNOWLEDGEMENT OF RECEIPT OF SUCH DOCUMENT OR ACCEPTANCE OF PAYMENT IS FOR PAYMENT PROCESSING PURPOSE ONLY AND ARE EXPRESSLY REJECTED BY BOTH PARTIES RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT. This Agreement does not create any joint venture, partnership, employment, or agency relationship. There are no third-party beneficiaries to this Agreement, including under the Contracts (Rights of Third Parties) Act 1999. Any right, obligation or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Agreement, shall survive any such termination or expiration hereof. This Agreement, and any other document referencing and governed by this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but which together shall constitute the same agreement. Each Party agrees to be bound by its digital or electronic signature, whether transmitted by fax machine, in the form of an electronically scanned image (e.g., in .pdf form), by email, or by other means of e-signature technology, and each Party agrees that it shall accept the signature of the other Party transmitted in such a manner.



Sales Quote: Q-720008

Offer Expires: June 02, 2025

Prepared for:

John Dills
Administrative Assistant
City of Baldwin
PO Box 247
Baldwin, GA 30511
1 (470) 201-9780
jdills@cityofbaldwin.org

Prepared by:

Erica Moeller
Account Executive
OnSolve
6240 Avalon Blvd
Alpharetta, GA 30009

erica.moeller@onsolve.com

Payment Terms: Net 30

Billing Frequency: Annually

Currency: USD

Subscription Service Fees

Critical Communications

Item/Description	Order Term	Qty	Annual Price*	Term Total
One Call Now: Pay Per Call Enhanced Plan	04/30/2025 - 04/29/2026	1	\$0.00	\$0.00
One Call Now: Call Credits for Enhanced Plan	04/30/2025 - 04/29/2026	10,000	\$0.12	\$1,200.00
One Call Now: Max Phone Numbers (Pay Per Call)	04/30/2025 - 04/29/2026	25,000	\$0.00	\$0.00
One Call Now: Message Length (seconds) (Pay Per Call)	04/30/2025 - 04/29/2026	45	\$0.00	\$0.00
One Call Now: Feature Add-on Auto Call (Pay Per Call)	04/30/2025 - 04/29/2026	1	\$0.00	\$0.00
One Call Now: Feature Add-on SMS Text Messaging (Pay Per Call)	04/30/2025 - 04/29/2026	1	\$0.00	\$0.00
Critical Communications Subscription Fees				\$1,200.00

ORDER TOTAL

\$1,200.00

Annual Fees

Year 1 Subscription Fees + Non-Recurring Service Fees	\$1,200.00
---	------------

*The Fees shown above may have been rounded to two decimal places for display purposes. As many as ten decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the Fees displayed above, and are the true and binding totals for this order.

One Call Now Enhanced Features

Streamline communications and enrich the customer service experience:

- Messages recorded in voice or typed and delivered in a natural-sounding voice
- Record and store frequently used messages
- Recipients use their keypad transfer to a call center or live service representative
- Send messages only until a predetermined number of recipients respond—sign-up for classes, events, limited offers
- PIN option—opt for recipients to enter a PIN to pick-up messages—confirms receipt and maintains confidentiality
- Select the caller ID number you want your customers to see
- Send messages anywhere in the world
- Recognition technology gives you the choice to deliver messages to answering machines and voice mail boxes, or only deliver to machines after specified times, or require a live answer
- Live, detailed reporting confirms successful contacts and explains unsuccessful attempts
- Free mobile apps for the ultimate in convenience

ONE CALL NOW IS DEPENDABLE, EASY, AFFORDABLE AND FAST

- 100% uptime guarantee!
- Dials thousands of numbers in minutes
- Uses crystal-clear fiber optic connections
- Provides up to 120 seconds of message time*—SMS text capacity is 160 characters
- Allows recipients to instantly respond
- Reduces the chance for human error
- International calling available

* Multiple plans are available; call us to learn which plans are best for you.

Set-up is simple, efficient and secure. Our integration tools ensure your contact information is accurately transferred to our system and stays updated in our system. Our data transfer and storage employ the highest level of data encryption available.

One Call Now

helps businesses enhance customer service by providing timely, personalized communications without stretching the staff or the budget.



IT'S FAST AND EASY TO CONTACT ANY AUTOMATICALLY GENERATED LIST OF CUSTOMERS:

Send appointment reminders

Schedule service calls

Send personalized payment reminders

Renew service agreements

Inform customers of service changes

Solicit customer feedback

Survey customers

Service completion & pick-up reminders

Renewal & recertification notices

Customer loyalty programs and promotions

Promote special events

Build brand awareness

Welcome new customers with personalized messages

Automatic Messaging

Automatic messaging is process-driven. It's triggered by preset parameters within your information management system:

- Past due dates
- Expiration dates
- New orders placed
- Orders shipped
- Appointment schedules

Sender-initiated Messaging

Sender-initiated messaging can happen anytime from any phone or any Internet-connected computer:

PHONE Make one toll-free call, record your message and select your recipients. Calls go out to everyone at once, anywhere in the world.

ONLINE Log onto our website, type your message and select your recipients. Your typed message is sent to all your SMS text and email recipients at once. Typed messages automatically generate Text-to-Speech voice messages for your call list and are sent simultaneously to your recipients.

MOBILE Using the One Call Now App, type or record your message, and send it via text, email, voice or all three.

Download the app at
onecallnow.com/features/mobile-app/



One Call Now
AN ONSOLVE COMPANY

877.698.3262
onsolve.com/onecallnow.com

PLAN FEATURES COMPARISON		
MULTI-MODAL MESSAGING	Send a voice message, an email message, a text message or all at the same time.	✓
TEXT-TO-SPEECH MESSAGING	Type in your message and instantly convert it to speech.	✓
HOT TRANSFER RECIPIENTS	Allows calls to be transferred at the end of your message to a live operator at a telephone number you specify. You control the call pacing so your incoming lines are never overloaded. You can even pause a message and resume it at a later time to control call flow.	✓
EMAIL MESSAGING	Send unlimited emails as well as voice messages to everyone on your calling list.	✓
MESSAGE BUILDER	Create unique messages tailored to individual recipients by inserting names, payments due, dates or any specific information automatically from a file you upload. Easily mix snippets of pre-recorded voice and data fields to craft an exclusive message with every call.	✓
PRE-RECORDED CANNED CALLS	Store pre-recorded messages and send them as needed to any calling list. Just upload a file of names and numbers.	✓
SMS TEXT	Send SMS text messages to cellular phones.	✓
DISPLAY YOUR NAME AND NUMBER IN CALLER ID	Recipients will know it's your important call.	✓
UNLIMITED BUSY/NO-ANSWER RETRIES	We keep dialing busy and no answer numbers every 30 to 45 minutes until your chosen end time. We can even continue trying the next day to reach everyone in your list.	✓
DIFFERENT MESSAGES FOR LIVE VS. MACHINE	Send a different message depending on whether a person or a machine answers (when initiated from the Web.)	✓
REPLAY MESSAGES	Recipients can press a key to replay any message with no additional time charges.	✓
MULTI-LINGUAL	Type in your message in English and have us speak it in Spanish. We can also translate your email messages into about 50 different languages.	✓
REAL TIME POLLING	Record a message requesting a key press response (press 1 for yes, press 2 for no) from Group Members to get a fast survey 'vote' from everyone you call.	✓
SEND TO ALL OR SUBGROUPS	Easily reach everyone, or any subgroup(s); department, location, board, etc.	✓
MESSENGERS	Designate staff members or group volunteers as Messengers with the ability to send messages to one or more Subgroups.	✓
CALL SCHEDULING	Schedule a message delivery online or by phone during message recording.	✓
TIME ZONE AWARE	Starts and ends calls in each time zone automatically at the desired local time, across the globe.	✓
AUDIO LIBRARY	Pre-record your favorite messages to be sent anytime. Pre-record standard messages such as a credit card processing issues, shipment notifications, etc.	✓

ONE CALL NOW APP	Send messages anytime, anywhere.	✓
TOLL-FREE NUMBER ACCESS	One toll free number to initiate, manage or replay calls—from anywhere, at any time.	✓
SEQUENCE CALLING	Delivers calls in a predefined sequence—allows the notification process to comply with your company's protocol.	✓
QUOTA CALLING	Sends calls until a predetermined number of live answers respond via polling and/or hot transfers.	✓
PIN DELIVERY NOTIFICATIONS	Requires recipients to enter a PIN to receive a message—confirms receipt and maintains confidentiality.	✓
ANSWERFLEX	Choose what to do if a machine answers: ALWAYS deliver your message (or an alternate message), NEVER deliver to a machine, or ONLY deliver to a machine after a specified time of day.	✓
INTERNATIONAL CALLING	Reach your people quickly and easily anywhere in the world with voice notifications to any phone number in any country; multilingual capabilities provide automatic translations.	✓
INTEGRATION TOOLS		
LIST IMPORT WIZARD	You can upload new roster lists anytime. Our Import Wizard can take almost any customer, staff or roster file format, including email addresses and Subgroups, from your PC and load it securely to our servers. The Import Wizard remembers your layout for next time!	✓
FLEXIBLE INTEGRATION TOOLS	Automatically synchronize or transfer your roster or fully control calls from your system with our FTP, XML, Microsoft API or Web Services tools.	✓
AUTOMATE DAILY MESSAGES WITH SYNC	Easily set your PC so as soon as you save a new Excel or text file, it is transferred to our servers and calls start. No manual uploading or call configuration. Ideal for frequent staff calls, calling daily lists, appointment reminders, overdue and fee notices and much more!	✓
Reliability, Capacity & Delivery Assurance		
FULLY REDUNDANT SYSTEMS	Our secure servers and geographically diverse facilities guarantee 99.99% up time. All elements are triple-redundant with auto-fail over and backup for bullet-proof operation.	✓
ASSURED HIGH SPEED DELIVERY	Our system dials thousands of calls per minute to reach everyone fast via ISDN/Copper phone lines, using forty-three (43) different carriers to get through weather, local outages and jammed circuits.	✓
INTELLIGENT PACING	Adjusts call delivery rates to maximize delivery speed into a PBX system or rural areas, or slow down delivery to eliminate hold times on Hot Transfer calls.	✓
Support, Help & Training		
U.S.-BASED HELP AND SUPPORT	24/7/365.	✓

City of Baldwin, GA

Citizen Notifications & Alerts

January 31, 2025

Prepared By:

Kevin Strauss

(631) 861-5812

Kevin@gogovapps.com

Prepared For:

John Dills

Social Media Coordinator

media@cityofbaldwin.org

Subscriptions & Services

Description	Amount
GONotify Citizen Notifications & Alerts (Notify) - Unlimited Subscription	\$3,900 /year
Voice & Text Sending of SMS & Voice Messages - 20,000 Credits Per Year	\$800 /year
Services: \$0 Annually: \$4,700	

Order Details

Primary Contact			
Contact Name:		Phone:	
Title:		Email:	

Billing Information			
Contact Name:		Phone:	
PO #: (Optional)		Email:	

Contract Term Information	
Initial Subscription Period:	12 months starting:

Terms & Conditions

The following terms are the latest version of the GOGov Master Terms & Conditions that is maintained and updated. No part of these terms may be modified other than the “Special Terms & Exceptions” section.

1. **Ownership & License:** GOGov, Inc. (dba “GOGov”) owns all intellectual property in the software products listed in the Subscription and Services section (collectively “Software” or “Subscription Services”) in the Order Form. Customer shall not modify, adapt, translate, rent, lease or otherwise attempt to discover the Software source code. The following terms and conditions (this “Agreement”) will be effective as of the date of last signature of the Order Form (“Effective Date”) and will be governed by the laws in force in the State of New York.
2. **Software License.** The Software subscription and the accompanying files, software updates, lists and documentation are licensed, not sold, to you. You may use the Software if you maintain your annual subscription.
3. **Continued Services**
 - 3.1 **Hosting.** GOGov agrees to maintain Customer data in a secure datacenter and is committed to providing 99.5% uptime and availability. GOGov will perform nightly backups of your hosted data to an alternate physical location.
 - 3.2 **Ownership of Data.** All hosted data specific to Customer is owned by the Customer. Within thirty (30) calendar days following termination of this Agreement, the Customer can request and GOGov will provide a complete copy of Customer’s data without additional charge through a downloadable zip file provided the customer is current on payments.
4. **Payment Terms & Fees**
 - 4.1 **Subscription Term and Termination.** The initial Subscription Term of this Agreement begins on Effective Date (last signature) and will continue to the end of the Initial Subscription Period listed in the Order Form. At the end of the initial Subscription Term, Customer’s subscription and this Agreement will renew for an additional twelve (12) month term and for subsequent twelve (12) month periods thereafter. Quotes for budgeting purposes will be sent 6 months prior to subscription renewal. Invoices are sent approximately 60 days prior to subscription renewal. To cancel this agreement, Customer should submit written notice to GOGov at Billing@GOGovApps.com not less than sixty (60) calendar days prior to the end of the then-current Term. GOGov reserves the right to increase the annual fees by 7% on the anniversary date of each annual term.
 - 4.2 **Payment Terms.** Initial payment is due at the beginning of the subscription term. Each subsequent annual billing will be due on the anniversary date of the initial term. Payment Terms are **NET 30 Days** from the invoice date.
 - 4.3 **Taxes & Obligations.** Customer agrees to pay the amounts specified in the Order, which are non-cancelable and non-refundable, based on services purchased, not usage. Fees do not include any applicable taxes (e.g. sales, VAT, or withholding). For non-tax-exempt customers, Customer is responsible for paying all Taxes associated with its purchases hereunder and may be invoices separately by GOGov.
 - 4.4 **Convenience Fees.** For GOGov products that manage credit card processing, GOGov will add a Convenience Fee of \$3.00 plus 3% per transaction to offset the costs of online processing.
 - 4.5 **Voice & SMS.** For customers using Voice and SMS services only. Customer must purchase a minimum of 10,000 credits per year to keep the Voice & SMS subscription active. Credits are non-refundable but will carry forward as long as the subscription remains active. Each SMS message uses 1-credit for each segment (160 characters) sent or received. Voice services use 1-credit per minute of outbound or inbound calls, except for calls to Alaska (907 area code) which cost 7-credits per minute (credit costs are subject to change). Upon cancellation of the Voice & SMS subscription any unused credits are forfeit and the leased Phone Number will be released and no longer available. Customer must abide by all federal and state laws and regulations for SMS & Voice calling usage including following a proper opt-in process (gogovapps.com/terms#sms).
5. **Limitation of Liability.** GOGov will, at all times during the Agreement, maintain appropriate insurance coverage. In no event will GOGov’s cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by Customer or any other person or entity exceed 50% of the annual contract value at the point in time when the circumstances came about to such claim(s) of liability, even if GOGov or its agents have been advised of the possibility of such damages.

6. **Updating of Terms.** Upon each renewal of this Agreement, the latest Master Terms & Conditions that GOGov has published within the software ninety (90) days prior to the renewal date shall replace these terms. Any Special Terms & Exceptions listed in the original document shall carryover to the renewal terms. We reserve the right to change our Master Terms & Conditions at any time. If the changes are material, GOGov will advise the Customer by email or posting a notice on the site before changes go into effect. If the Customer does not agree to the new terms, Customer may contact Support@GOGovApps.com to have objections considered.
7. **Other Provisions**
- 7.1 *Other Public Agency Orders.* Other public agencies may utilize the terms and conditions established by this Agreement if agreeable to all parties. Customer does not accept any responsibility or involvement in the purchase orders or contracts issues by other public agencies.
- 7.2 *Alternate Terms Disclaimed.* The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.
8. **Special Terms & Exceptions.** None.

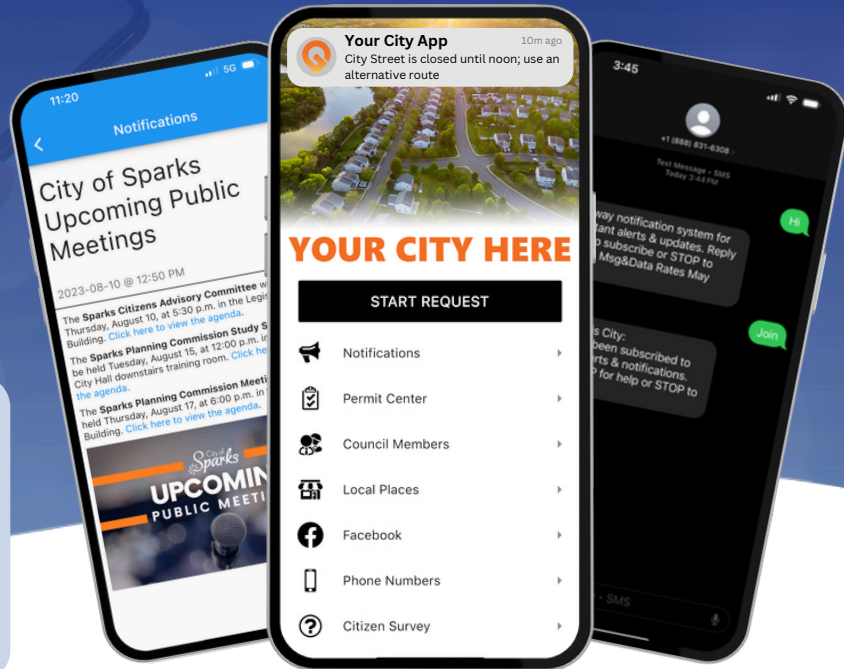
This Order Form is entered into between Customer and GOGov. Customer accepts and agrees to adhere to the Terms and Conditions with this order form, will be referenced as the "Agreement." This Agreement between Customer and GOGov, which Customer hereby acknowledges and accepts, constitutes the entire agreement between GOGov and Customer governing the Services referenced above. Customer represents that its signatory below has the authority to bind Customer to the terms of this Agreement.

GOGov, Inc.**City of Baldwin, GA****Sign:****Name:** Daryl Blowes**Title:** CEO**Date:****Sign:****Name:****Title:****Date:***Additional Customer Signatures (Optional)***Sign:****Name:****Title:****Date:****Sign:****Name:****Title:****Date:**



Citizen Notifications

450+ customers
2m+ citizens engaged
7m+ issues resolved



Benefits for Citizen Notifications



Send Targeted Content

Setup subscription groups which allows citizens to subscribe to content.



Branded Mobile App

Provide your citizens with a mobile front door to government services.



Multi-Channel Communication

Mobile app, Email, SMS/texting, voice and social media.

All of Your Communication In One Spot

- ✓ Event Updates
- ✓ Election Information
- ✓ Weather Updates
- ✓ Road Closures
- ✓ Holiday Reminders
- ✓ Meeting Information
- ✓ Job Openings
- ✓ Facility Closures
- ✓ And More...



Get Started
Today!



www.GOGovApps.com | Sales@GOGovApps.com | (888) 464-6811

Citizen Benefits

Branded Mobile App

One place to access all notifications and important information directly from your local municipality.

Subscription Lists

Citizens can subscribe to the types of notifications that they want to receive.

Direct Notifications

Citizens rest assured that they won't miss important communications because they are delivered directly to their phones.

Manager Benefits

Efficient Communication

Quickly share important updates to residents for improved responsiveness across multiple communication channels.

Enhanced Citizen Engagement

Engage residents more effectively by providing timely and relevant information.

Streamlined Operations

Foster community involvement with timely notifications and updates.

Staff Benefits

Message Editor

Create detailed and stylish communications with our user-friendly editor by including pictures, formatting and links.

Multi-Channel

Push content to all important channels such as email, mobile push notifications, SMS/texting, voice and social media with just a few clicks.

Marketing Support Included

Benefit from GOGov's continuous marketing support to keep the community engaged with the app, ensuring ongoing awareness and utilization of the platform.

Support & Training

All-Inclusive Training & Support

We provide unlimited access to a dedicated trainer as well as unlimited access to our support team via phone, web and email.

Ongoing Training & Support

Continuous assistance to adapt to changes, train new staff, and maintain performance.

Performance & Reliability

Dependable products with world-class infrastructure for uninterrupted service availability.

