



Agenda

City Council Meeting

March 24th, 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 3/10/25.

Public Comments

Public Hearings

Reports

Public Works – Public Works Director Scott Barnhart

Old Business

New Business

- 1. Consideration/Approval of Soque River Watershed Association Fundraiser – Brad Coppedge
- 2. Consideration/Approval of Public Works Vac Truck
- 3. Consideration/Approval of Banks Ridge Paving Project
- 4. Consideration/Approval of Highland Pointe Subdivision Paving Project
- 5. Consideration/Approval of Backhoe Repairs
- 6. Consideration/Approval of Everbridge Contract

Executive Session

Executive Session for Personnel

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 April 8th Work Session will take place in the Baldwin Police Training Center located directly behind the Police Department at the usual time of 6:30 pm.
- c. The Baldwin 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.
- d. The 26th annual Baldwin Clean Up Day is April 19th! Join us at Theron Ayers Park from

***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.*

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.*



2025
SWRA

Spring Soiree



SOQUE RIVER



WATERSHED ASSOCIATION

An Evening of Community Giving!

SATURDAY: APRIL 12TH, 2025
5:30pm-8:30pm

Open cash bar & appetizers table

Guest Speaker: Mike Watts (Best-Selling Fly-Fishing Author)

Elegant dining experience including dessert

Grand live auction & \$12,000 in raffle prizes



Tickets are available for purchase:

**Please go to the SRWA Website:
www.soque.org or scan the QR code**

\$75
per person

Event Location:

**North Georgia Technical College
Industrial Technology Event Center
1500 GA-197 North
Clarkesville, GA 30523**



03/06/2025

3YD COMBINATION JET/VACUUM SEWER CLEANER

SOURCEWELL CONTRACT: 101221-VAC

Customer: BALDWIN

Shipping: GEORGIA

Requirement Specification	
Combination jet/vacuum sewer cleaner with all standard equipment VPD2130H/500	
Sourcewell discount	
Freightliner Lightweight model M2 106 4 x 2 chassis with a 300HP Auto, 26,000 GVWR, Non CDL *Special order chassis	
Body mounting on chassis	
Extendable, 6" Intake System	
Front mounted swivel hose reel	
500 Gallon polyethylene water tank capacity	
500' of 3/4" Jet rodder hose, Cobra Brand hose	
Giant Water system 0-30 gpm/ 3000 psi, 3/4" hose	
6" Knife Valve with Center Post and Handle, in Lieu of the 5" Butterfly Valve	
50' Capacity Retractable Hand Gun Hose Reel	
Air purge system	
Debris body power flush system 8 jets	
Hydro Excavation Package	
Winter Recirculating System for Rodder Hose	
Hose footage counter, standard	
Remote Debris Tank Grease Assembly	
LED 4 Strobes - (2) front bumper / (2) rear bumper	

Requirement Specification	
LED arrow stick	
LED boom mounted flood lights with guards	
LED Midbody Flood Lights with guards	
LED Rear Mounted Flood Lights with Limb Guard	
LED strobe with Limb Guard, Rear Debris Tank Mounted	
Mirror Mounted LED Beacon/Strobe Light with Limb Guard	
Rear Camera Placement	
Wireless remote control	
Traffic Camera With Color Monitor	
Hose Guide, spare	
Hydrant wrench	
Manhole Cover Lifting Hook	
3/4" x 10' Length Leader Hose	
Two Additional Pipe Rack(s), 2 additional pipe racks only	
Two 5' x 6" Aluminum Pipe	
Two 6" Quick Clamp	
Paint: TBA	
Safety stripes: White or blue	
Local dealer pre delivery and inspection	
On site customer training and local delivery	
Freight	
TOTAL CONTRACT PRICE	\$457,872.45
Additional discount offered by local dealer	(\$52,175.45)
TOTAL CONTRACT PRICE with ADDITIONAL DISCOUNT	\$405,697.00

Delivery is Days after receipt of order. SOURCEWELL CONTRACT NO 101221-VAC
VENDOR/CONTRACT HOLDER: VAC-CON, INC. 969 HALL PARK RD GREEN COVE SPRINGS, FL 32043
CONTACT: M.J. DUBOIS EMAIL: MJDUBOIS@DUCOLLC.COM PHONE: 410-924-1004

THIS QUOTE IS VALID FOR 30 DAYS FROM THE DATE OF QUOTATION
Page 3 of 4

Page 2 of 2



President
Fred Perriman
Mayor, Madison

March 21, 2025

First Vice President
Bianca Motley Broom
Mayor, College Park

Emily Woodmaster
Chief Administrative Officer
City of Baldwin
186 US-441
Baldwin, Georgia 30511

Second Vice President
Andrea Gibby
Mayor, Young Harris

Third Vice President
James Burnette
Mayor, Suwanee

RE: Direct Installment Program

Immediate Past President
Randall Walker
Mayor, Perry

Dear Ms. Woodmaster:

CEO & Executive Director
Larry H. Hanson

Please find enclosed the proposed lease supplement between your city and the Georgia Municipal Association. GMA will file all necessary forms including the state UCC-1 and federal 8038. **Please keep in mind the payment schedule (Schedule B) may change slightly depending on the closing date.**

Please return the documents and invoice to GMA by April 21, 2025 to guarantee the 4.64% interest rate. You may wish to send the documents by overnight courier to assure prompt delivery.

PLEASE PAY CAREFUL ATTENTION TO SIGNATURES AND SEALS. OUR LENDERS WILL NOT PROCESS INCOMPLETE PAPERWORK. IF YOU ARE UNSURE ABOUT A DATE FIELD, LEAVE IT BLANK.

If you have any questions, please contact me at (678) 686-6274.

Sincerely,

A handwritten signature in black ink that reads 'Philip Potter'.

Philip Potter
Financial Services Manager

/PP
Enclosures

DOCUMENT NOTES

LEASE SUPPLEMENT

NOTE: ON ALL PROPERTIES REQUIRING TITLE, A COPY OF THE MV - 1 APPLICATION LISTING GMA AS LIENHOLDER MUST ACCOMPANY LEASE DOCUMENTS.

Exhibit E - Lease Supplement: Please complete requested information. Please also sign on the Lessee position, which is marked with the City's name. The City Clerk should attest this document.

Exhibit E - Schedule A: Please insert appropriate information as requested (i.e., add serial number, amount, or model number).

Exhibit E- Schedule B: No action is required for this schedule.

Exhibit E- Schedule C: Please date, sign, and have the City Clerk attest this document.

Exhibit E- Schedule D: IRS Form 8038: Please add the city's Tax I.D. number and sign at the bottom. GMA will complete this document at closing.

Exhibit E- Schedule F: Resolution/Ordinance for Supplemental Lease: Please add necessary information, date, and sign this document. The Resolution/Ordinance must be adopted at a regular council meeting at which the Mayor may designate the appropriate city officials to enter into subsequent leases for the appropriate amount. The City Clerk should sign and seal at the bottom of the page.

Please return the enclosed document and all attachments (i.e., clips, etc.) to:

Georgia Municipal Association
Attention: Financial Services Program Manager
P.O. Box 105377
Atlanta, Georgia 30348

IF YOU HAVE ANY QUESTIONS OR SHOULD NEED ANY ASSISTANCE, PLEASE DO NOT HESITATE TO CALL THE FINANCIAL SERVICES PROGRAM MANAGER AT (888) 488-4462. LEASE DOCUMENTS MUST BE EXECUTED COMPLETELY AND CORRECTLY BEFORE ANY CHECKS WILL BE ISSUED BY THE SERVICING BANK.

Note: GMA's Lienholder Code is 10288896

EXHIBIT "E"
LEASE SUPPLEMENT

THIS LEASE SUPPLEMENT (this "Lease Supplement") by and between GEORGIA MUNICIPAL ASSOCIATION, INC., a Georgia non-profit corporation ("Lessor") and the municipal corporation of the State of Georgia signing below ("Lessee"), is made and entered into the date of its execution by the Lessor.

RECITALS:

Lessor and Lessee have entered into a Master Lease (the "Master Lease") dated February 24, 2023, which provides for Lessor to lease to Lessee certain property (the "Property") to be specified in Lease Supplements to be executed and delivered by Lessor and Lessee from time to time; and

Lessor and Lessee are entering into this Lease Supplement pursuant to the Master Lease to specify the terms for the lease of certain Property.

LESSOR AND LESSEE HEREBY AGREE AS FOLLOWS:

1. Definitions. Unless a different meaning or intent is required by this Lease Supplement, the capitalized terms used in this Lease Supplement shall have the meanings set forth in the Master Lease.
2. Property. The Property described on the Property Schedule incorporated as Schedule A to this Lease Supplement is specified as the Property that initially is the subject hereof.
3. Lease Payments. The Rental Schedule, incorporated as Schedule B to this Lease Supplement describes the initial amounts and payment dates of the Rentals for the Lease, and the Purchase Price for the Property. The Termination Payment may become due and payable upon the circumstances described in Section 4.2 of the Master Lease.
4. Term of Lease. The Starting Term of the Lease of the Property shall begin on the date hereof (the "Starting Date") and end on December 31 of the same year. The Lease will be renewed for successive calendar year Renewal Terms (the "Renewal Terms"), and an Ending Term (the "Ending Term") commencing January 1 of the last calendar year appearing on the Rental Schedule, and ending on the date of the final payment shown on the Rental Schedule (the "Ending Date"), unless Lessee gives a Nonrenewal Notice or there occurs an Event of Nonappropriation, as provided in the Master Lease. The "Lease Term" is the period from the Starting Date to the Ending Date, subject to the earlier expiration or termination of the Lease as provided in the Master Lease.
5. Agreements, Representations and Warranties. Lessee represents, warrants and agrees as follows:
 - (a) Lessee's representations, warranties and agreements contained in the Master Lease are true, accurate, complete and effective as of the date hereof;
 - (b) *(this clause (b) applies only if this Lease is designated as a Bank-Qualified Lease below)* in order to enable Lessor to offer the interest rate contained in this Lease, Lessee represents and warrants that it has not issued, nor does it (taken together with the entities with which it must be aggregate pursuant to Section 265(b)(3)(E) of the Code) reasonably expect to issue (taking into account the Leases) more than \$10 million of tax-exempt obligations (other than private activity bonds) for the calendar year during which the Lease becomes effective; as provided in Code Section 265(b)(3)(B)(II), Lessee specifically designates the Lease as a "qualified tax-exempt obligation" as provided by Code Section 265(b)(3);
 - (c) Lessee will take no action that will directly or indirectly affects the deductibility of that portion of Lessor's interest expense allocable to this Lease;
 - (d) Lessee has made an available appropriation of and included in its current operating budget all Rentals for the Starting Term and the Termination Payment applicable to this Lease;
 - (e) Unless Property funds are escrowed, Lessee has received, tested, and finally accepted the Property;

- (f) The portion of the Rentals representing principal, when taken together with the principal portion outstanding under any other contract entered into by Lessee pursuant to the authority of O.C.G.A. § 36-60-13, together with the amount of debt outstanding incurred by Lessee pursuant to Article IX, Section V, Paragraph I of the Constitution of Georgia of 1983, as amended, does not exceed 10% of the assessed value of all taxable property within the jurisdictional limits of Lessee;
- (g) The Property that is the subject hereof has not been the subject of a referendum that failed to receive the approval of the voters of Lessee within the calendar year in which this Lease is entered into for any of the four immediately preceding calendar years;
- (h) If the Property subject to this Lease is real property: and unless the Property has been approved in the most recent referendum calling for the levy of a special county 1% sales and use tax pursuant to O.C.G.A. Tit. 48, Chapt. 8, Art. 3, Pt. 1, neither of the following has occurred:
 - (i) the average annual payments on the aggregate of all outstanding contracts entered into by Lessee for real property pursuant to the authority of O.C.G.A. § 36-60-13, including this Lease, do not exceed 7.5% of the governmental fund revenues of Lessee for the last calendar year preceding the date of delivery of this Lease (provided, however, that there may be added to such governmental fund revenues any special county 1% sales and use tax proceeds collected pursuant to O.C.G.A. § 48-8-111 legally available to pay amounts on this Lease or such other contracts); and
 - (ii) the outstanding principal balance on the aggregate of all outstanding contracts entered into by Lessee for real property pursuant to the authority of O.C.G.A. § 36-60-13, including this Lease does not exceed \$25,000,000.00
- (i) If the property subject to this Lease is real property, Lessee held a public hearing with respect to this Lease prior to the delivery of this Lease, notice of which hearing was published at least once in each of the two weeks preceding the week of the hearing in a newspaper of general circulation in the jurisdiction of Lessee.
- (j) No Event of Default or Event of Nonappropriation has occurred with respect to any Lease entered into under the Master Lease.
- 6. Non-Arbitrage Certificate. The Property that is subject to the Lease has not been and is not expected to be sold or otherwise disposed of in whole or in part prior to the Ending Date. Monies appropriated for the payment of amounts under the Lease will be paid from Lessee's general fund and will not be pledged for the Lease or be otherwise separately identified or accounted for (unless the Lease is to be paid from sales tax receipts). Lessee has not been notified of any listing of it by the Internal Revenue Service as an issuer that may not certify its obligations. No proceeds or "gross proceeds" of the Lease are expected to be invested prior to an allocation for governmental use, unless an Escrow Agreement has been entered into in connection with this Lease. The proceeds of the Lease will not be used in a manner and no other action will be taken or omitted that would cause the Lease to be an "arbitrage bond" under Section 148 or a "private activity bond" under Section 141 of the Internal Revenue Code of 1986, as amended and the regulations promulgated under that Section.
- 7. Quitclaim. At the outset of this Lease, the Lessee does hereby assign, transfer, convey and quitclaim to Georgia Municipal Association, Inc. ("Lessor") such ownership interests as it may possess, if any, in and to the "Property," as is necessary to permit the Property to be leased by Lessor to Lessee pursuant to the terms of this Lease Supplement and the Master Lease in accordance with their terms. Pursuant to Section 2.2 of the Master Lease, Lessor further transfers title to Lessee to the extent provided therein, and Lessee accepts such transfer in accordance with such Section 2.2. This quitclaim is given in consideration of the advance by or on behalf of the Lessor of the purchase price of the Property and the undertaking of the Lessor represented by this Lease Supplement.
- 8. Active Municipality. The Lessee certifies that it does, and expects to continue (a) providing at least three of the following services, either directly or by contract: law enforcement; fire protection (which may be furnished by a volunteer fire force) and fire safety; road and street construction or maintenance; solid waste management; water supply or distribution or both; waste-water treatment; storm-water collection and disposal; electric or gas utility services; enforcement of building, housing, plumbing, and electrical codes and other similar codes; planning and zoning; recreational facilities; (b) holding at least six regular, monthly or bimonthly, officially recorded public meetings each year; and (c) qualifying for and holds a regular municipal election as provided by law.

9. Effect of Lease Supplement. This Lease Supplement is intended as a separate Lease of the items of Property described in this Lease Supplement pursuant to the Master Lease. The terms, conditions and provisions of the Master Lease are hereby incorporated in this Lease Supplement to the same extent as if fully set forth in this Lease Supplement in this place, except to the extent expressly amended or modified by this Lease Supplement. The owner of Lessor's interest in this Lease shall have all rights, powers and remedies of Lessor with respect to this Lease under the Master Lease. This Lease Supplement may be executed in multiple counterparts, each of which shall constitute an original. This Lease Supplement shall be effective only upon the due completion and execution of the Schedules listed below and the delivery thereof to the Servicer.

10. Bank-Qualified or Non-Bank-Qualified.

☐ The Lease under this Lease Supplement is a Non-Bank-Qualified Lease;

OR: (Check 1 box)

☒ The Lease under this Lease Supplement is a Bank-Qualified Lease and Lessee has designated the Lease under the Lease Supplement as a "qualified tax-exempt obligation" under Section 265(b)(3) of the Code. The Lessee and its subordinate entities, and the entities that issue obligations on behalf of Lessee have not issued other tax-exempt obligations (other than private activity bonds, except Qualified 501(c)(3) Bonds) in the current calendar year, and Lessee does not expect that it and such other entities will issue such tax-exempt obligations such that all of such obligations, taken together with the Lease Amount under the Lease Supplement, would exceed \$10,000,000 in such calendar year. The only tax-exempt obligations issued or expected to be issued in the current calendar year by such parties are as follows (type title, date and amount):

	TITLE	DATE	AMOUNT
(1)	_____	_____	_____
(2)	_____	_____	_____

11. Payments Direction. Lessee authorizes and directs the Servicer under this Lease Supplement to pay the vendors of the Property as indicated below:

<u>NAME AND ADDRESS OF VENDOR</u>	<u>INVOICE #</u> (attach invoices)	<u>AMOUNT</u>
City of Baldwin 186 US-441 Baldwin, GA 30511 Attn: Chief Administrative Officer (706) 778-6341	Enclosed	\$405,697.00

(Should Lessee have previously paid vendor, or require another means of payment to the Vendor, it should attach a request for an alternate payment method with a full explanation and, if applicable, proof of payment to the vendor.)

12. Assignee and Servicer. Lessor has assigned its rights and interests in the Lease to Magnolia Bank, which shall serve as Servicer for the Lease, and Lessee shall make payments to such Servicer.

13. Schedules. Lessee hereby delivers to Lessor and its assigns the completed, executed and effective Schedules C, D, and F, described below.

This Lease Supplement is dated: _____.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Supplement to be duly executed.

LESSEE:
(SEAL)

City of Baldwin

Signed By: _____

City Manager or Mayor

Print Name: _____

Attested By: _____

City Clerk

Print Name: _____

Date: _____

LESSOR:
(SEAL)

GEORGIA MUNICIPAL ASSOCIATION, INC.

Signed By: _____

Executive Director

Attested By: _____

Financial Services Program Manager

Date of Execution: _____

Schedules Hereto:

- A. Property Schedule**
- B. Rental Schedule**
- C. Appropriation Certificate Form**
- D. Form 8038G or 8038GC**
- E. Form UCC-1 (If included)**
- F. Ordinance/Resolution for Lease Supplement**
- G. Assignment and Transfer of Lease Supplement
(Schedule G will be completed by GMA)**

DRAFT

SCHEDULE A

PROPERTY SCHEDULE

<u>DESCRIPTION OF PROPERTY</u>	<u>IDENTIFICATION OR VIN NUMBER</u>	<u>AMOUNT FINANCED</u>
Vac-Con Truck		\$405,697.00

DRAFT

SCHEDULE C

APPROPRIATION CERTIFICATE

Re: Master Lease dated February, 24, 2023 and Lease Supplement (the "Lease Supplement") dated _____, between Lessee and Georgia Municipal Association, Inc.

The undersigned officers of the City of Baldwin (the "Lessee") hereby certify that all Rentals and the Termination Payment under the referenced Lease Supplement, for the current fiscal year are within such Lessee's operating budget or budgets for such year and an appropriation of funds for such year has been made for such purpose and is available therefore.

Dated: _____

City of Baldwin

Signed by: _____

Print Name: _____

Title: _____

Attested By: _____

Print Name: _____

Title: _____

(SEAL)

INSTRUCTIONS:

1. To be given at the time of signing a Lease Supplement and within 30 days of the adoption of each annual budget.
2. Complete a separate certificate for each Lease Supplement in effect.

SCHEDULE D
Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
► See separate instructions.
Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority

If Amended Return, check here ☐

1 Issuer's name City of Baldwin		2 Issuer's employer identification number (EIN) 58-1033976
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 186 US-441	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Baldwin, GA 30511		7 Date of issue
8 Name of issue City of Baldwin / GMA Essential Equipment Lease-Purchase		9 CUSIP number None
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Emily Woodmaster, Chief Administrative Officer		10b Telephone number of officer or other employee shown on 10a (706) 778-6341

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	\$405,697
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ► Vac-Con Truck	18	
19 If obligations are TANs or RANs, check only box 19a ► <input type="checkbox"/>		
If obligations are BANs, check only box 19b ► <input type="checkbox"/>		
20 If obligations are in the form of a lease or installment sale, check box ► <input checked="" type="checkbox"/>		

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$ 405,697	\$ N/A	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22	
23 Issue price of entire issue (enter amount from line 21, column (b))	23	\$405,697
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	0 00
25 Proceeds used for credit enhancement	25	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	
27 Proceeds used to currently refund prior issues	27	
28 Proceeds used to advance refund prior issues	28	
29 Total (add lines 24 through 28)	29	0 00
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	\$405,697

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2011)

Part VI Miscellaneous

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) **35**
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) **36a**
- b** Enter the final maturity date of the GIC ▶ _____
- c** Enter the name of the GIC provider ▶ _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units **37**
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the following information:
- b** Enter the date of the master pool obligation ▶ _____
- c** Enter the EIN of the issuer of the master pool obligation ▶ _____
- d** Enter the name of the issuer of the master pool obligation ▶ _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ☒
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ☐
- 41a** If the issuer has identified a hedge, check here ☐ and enter the following information:
- b** Name of hedge provider ▶ _____
- c** Type of hedge ▶ _____
- d** Term of hedge ▶ _____
- 42** If the issuer has superintegrated the hedge, check box ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ☐ and enter the amount of reimbursement ▶ _____
- b** Enter the date the official intent was adopted ▶ _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ Signature of issuer's authorized representative

Date

▶ Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name

Preparer's signature

Date

Check ☐ if self-employed

PTIN

Firm's name ▶

Firm's EIN ▶

Firm's address ▶

Phone no.

Form **8038-G** (Rev. 9-2011)

SCHEDULE F

ORDINANCE/RESOLUTION FOR SUPPLEMENTAL LEASES

A RESOLUTION OR ORDINANCE TO AUTHORIZE AND
DIRECT AN OFFICER OF THE CITY
TO EXECUTE ONE OR MORE LEASE SUPPLEMENTS FOR A LEASE
OR LEASES UNDER THE GMA DIRECT LEASING PROGRAM; TO DESIGNATE
SUCH LEASES AS QUALIFIED TAX-EXEMPT OBLIGATIONS;
TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City has entered into a Master Lease (the "Master Lease") dated as of February, 24, 2023, with Georgia Municipal Association, Inc. for the leasing from time to time of certain equipment, machinery or other personal property pursuant to Supplemental Leases;

NOW THEREFORE, BE IT RESOLVED OR ORDAINED AS FOLLOWS BY THE GOVERNING BODY OF THE CITY:

1. The _____ of the City is hereby authorized and directed to execute and deliver a Lease Supplement pursuant to the Master Lease to put into effect one or more leases for Vac-Con Truck (the "Leased Property"); said officer of the City is authorized and directed in the name and on behalf of the City to execute and deliver (i) one or more Lease Supplements for items of the Leased Property in substantially the form attached to the Master Lease, with such changes and additions as may be approved by said officer, and (ii) such other documents as may be deemed by such officer to be necessary or desirable to effect the purposes hereof or of the Master Lease, and such execution shall constitute conclusive evidence that the executed document has been authorized and approved hereby; the aforesaid officer is further authorized to do all things necessary or appropriate to effectuate the purposes hereof.
2. ☐ An appropriation in the City's current operating budget has previously been made, which shall be sufficient to pay the "Rentals" and the "Termination Payment" during the "Starting Term" under such Lease Supplements; or
(check box if applicable)
☐ An appropriation from unappropriated and unreserved funds in the City's current operating budget is hereby made for the "Rentals" and the "Termination Payment" during the "Starting Term" under such Lease Supplements, and the budget of the City is hereby amended to reflect such appropriation to the extent necessary.
3. The lease or leases contemplated by the said Lease Supplements are hereby designated "Qualified Tax-Exempt Obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, and said officer shall be authorized to confirm such designation by execution of appropriate documents in connection therewith.
4. This authorization shall be effective immediately.

CLERK'S CERTIFICATE

The undersigned hereby certifies that he or she is the Clerk of the City of Baldwin, Georgia (the "City"), and that the foregoing is a true copy of the ☐ Resolution or, ☐ Ordinance [Check One] adopted by the governing body of the City at a meeting duly held on the _____, 20____, at which a quorum was present and acting throughout, and that the same has not been rescinded or modified and is now in full force and effect. Given under the seal of the City, this _____, 20____.

(SEAL)

City Clerk

March 12, 2025

Mr. Scott Barnhart
Public Works Director
City of Baldwin
City Hall, P. O. Box 247
Baldwin, Georgia 30511

Re: City of Baldwin – Banks Ridge, Banks Highland, Banks Terrace, Highland Pointe, & Dawn Place

Dear Scott:

As you are aware Engineering Management, Inc. (EMI), previously evaluated Banks Highland, Banks Terrace, Highland Pointe, and Dawn Place. This evaluation included an onsite inspection of the roads to verify current conditions in order to prepare construction cost estimates for needed improvements. Please see below a construction cost estimate exhibiting the anticipated construction and support cost for this project.

Item. No.	Description	Quantity	Units	Unit Price	Total
150-1000	Traffic Control	1	LS	\$20,000	\$20,000
	Banks Ridge, Banks Highland & Banks Terrace				
400-1000	Shoulder Construction	0.9	LM	\$8,000	\$7,200
402-3103	Recycled Asph Conc 9.5 mm Superpave, Type II, GP 2 Only, Incl Bitum Matl & H Lime	700.0	TN	\$160	\$112,000
415-5000	Asph Conc Open Graded Crack Relief Interlayer, Gp 2 Only, Incl Bitum Matl & H Lime	910.0	TN	\$200	\$182,000
413-1000	Bituminous Tack Coat	425.0	Gal	\$5	\$2,125
653-1502	Thermoplastic Solid Traffic Stripe, 5 in, Yellow	7,800.0	LF	\$2	\$15,600
653-1704	Thermoplastic Solid Traffic Stripe, 24 in, White	30.0	LF	\$25	\$750
706-1003	Turf Establishment, Tp C	0.45	AC	\$10,000	\$4,500
	Subtotal				\$344,175
	Highland Pointe Drive & Dawn Place cul-de-sac				
402-1802	Recycl Asph Conc Patch, 12.5 mm Incl Bit Matl & H Lime	280	TN	\$150	\$42,000
	Subtotal				\$42,000

March 12, 2025

Page 2 of 2

Construction Cost Estimate (excluding adjusting utilities to grade, and erosion control with the exception of permanent grass)	\$386,175
Projected Support Cost	
Engineering Design	\$28,96500
Bid Phase Management	\$5,000
Engineering During Construction (hourly estimated)	\$5,500
Project Contingencies	\$38,600
Subtotal	\$78,065
Total Project Costs	\$464,240

As requested, EMI will provide design engineering services as well as preparation of a request for proposal (RFP), bid phase management, and construction engineering. We propose to provide engineering services as indicated above at our customary hourly rate not to exceed **\$39,465**. We are prepared to meet with you to discuss this in more detail if you wish. Please feel free to contact us should you have questions.

Very truly yours,



Fletcher Holliday
President

C: Ms. Emily Woodmaster, CAO
C: Mr. Cory Brownlee, P.E., EMI

/Volumes/EMA/PROJECTS/12/12053-Baldwin-General Consulting/Banks Ridge Highland Pointe Paving/Baldwin Paving Proposal 3.25.docx

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: 3/24/25

Submitted By: SCOTT BARNHART

Agenda Item: CHANGE IN COST OF REPAIRS TO BACKHOE

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)

NEW COST ESTIMATE HIGHER THAN ORIGINAL ESTIMATE DUE TO MORE ISSUES FOUND.

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

Added COST OF REPAIR IS 1,524.81 Above Original Est.

☐ Capital Asset Cost \$5,274.81 Useful Life _____

Staff Recommendation (Include possible options for consideration)

Department Head Approval [Signature]

Date 3/19/25

City Attorney Approval [Signature]

Date _____

CAO Approval [Signature]

Date 3/20/25

Council Denial _____
Council Tabled Until _____
Council Approval _____

City of Baldwin

P.O. BOX 247
BALDWIN, GA 30511

TEL: (706)776-5256



**PURCHASE
ORDER
NUMBER**

01545

2/4/2025

ISSUED TO:

Nelson Tractor Company Inc.

SHIP TO:

505-4400-522202-00

SHIP VIA

F.O.B.

TERMS

DATE REQUIRED

	QTY. ORDERED	QTY. RECEIVED	STOCK NUMBER/ ITEM DESCRIPTION	UNIT PRICE	PER	TOTAL AMOUNT
1	1		Backhoe Repairs (EST.)	\$3,750.00		\$3,750.00
2						
3						
4			NEW Estimate 3/18/25	5,274.81		
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

\$3,750.00

Approved 2/4/25



WWW.NELSONTRACTORCO.COM

MAILING ADDRESS

P.O. BOX 1999
BLAIRSVILLE, GA 30514

PHYSICAL ADDRESS

2934 HIGHWAY 515 W
BLAIRSVILLE, GA 30512

PHONE: (706) 745-2148
FAX: (706) 745-7225

Ship To: IN STORE PICKUP

Invoice To: CITY OF BALDWIN
P.O. BOX 247
BALDWIN GA 30511

Branch 01 - BLAIRSVILLE		
Date 02/03/2025	Time 15:39:52 (O)	Page 1
Account No BALDW006	Phone No 6784106183	Est No 02 000397
Ship Via		Purchase Order
Tax ID No 01GOV		
		Salesperson EB1

ESTIMATE EXPIRY DATE: 03/05/2025

SERVICE ESTIMATE - NOT AN INVOICE

Stock #: B000307 BACKHOE TRACTOR MS #: 031060899
Make: NH Model: B95
Is to have the following work done by 02/28/2025 (Estimated)

QUOTE

Part#	Description	Qty	Price	Amount
SUBLET	FREON 134A	1	2300.00	2300.00

Authorization: _____

Labor: 450.00
Sublet: 2300.00
TOTAL: 2750.00

706-897-3008

Thank You For Your Business!

MAILING ADDRESS

P.O. BOX 1999
BLAIRSVILLE, GA 30514

PHYSICAL ADDRESS

2934 HIGHWAY 515 W
BLAIRSVILLE, GA 30512

PHONE: (706) 745-2148
FAX: (706) 745-7225

Ship To: IN STORE PICKUP

Branch 01 - BLAIRSVILLE		
Date 03/18/2025	Time 15:06:25 (O)	Page 1
Account No BALDW006	Phone No 6784106183	Est No 06 000397
Ship Via		Purchase Order
Tax ID No 01GOV		
		Salesperson EB1

Invoice To: CITY OF BALDWIN
P.O. BOX 247
BALDWIN GA 30511

ESTIMATE EXPIRY DATE: 03/31/2025

SERVICE ESTIMATE - NOT AN INVOICE

Stock #: B000307 BACKHOE TRACTOR MS #: 031060899
Make: NH Model: B95
Is to have the following work done by 03/31/2025 (Estimated)

QUOTE

Part#	Description	Qty	Price	Amount
SUBLET	FREON 134A	1	2300.00	2300.00
504045835	INJECTOR FUEL	4	373.87	1495.48
4895297	SEAL	4	3.36	13.44
84412164	FILTER FUEL	1	43.25	43.25
84565926	FILTER FUEL	1	54.41	54.41
84214564	FILTER FUEL	1	31.73	31.73

MISCELLANEOUS CHARGES:	Description	Price	Amount
	MILEAGE CHARGE	416.50	416.50
	MISC/FREIGHT	200.00	200.00

Parts:	1638.31
Labor:	720.00
Sublet:	2300.00
Miscellaneous:	616.50
TOTAL:	5274.81

Authorization: _____

Thank You For Your Business!

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.
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- 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

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Signature:

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8300 Boone Blvd, Suite 800
Vienna, VA 22182
(818) 230-9700
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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.