

MITCHELL COUNTY BOARD OF COMMISSIONERS
COMMISSION MEETING
AGENDA
January 9, 2024
5:00 PM

I. CALL TO ORDER

A. Chairman Benjamin Hayward

II. PLEDGE OF ALLEGIANCE

III. INVOCATION

A. Mr. Jerry Permenter

IV. ELECTIONS

A. Chairman & Vice Chairman Election

V. APPROVAL OF MINUTES:

A. Regular Meeting, December 12, 2023

B. Work Session, December 18, 2023

C. Called Meeting, December 27, 2023

VI. PUBLIC HEARING

A. Request for a Conditional Use in an Ag Zone, to allow the applicant Matthew Nguyen Broiler Farm to Construct two 55' x 550' Broiler Houses on the property located at 2504 Forty-Niner Road, Pelham, Georgia. The 15.25-acre parcel of property is located on Zoning Map 067, Parcel 023A. The property Owner is Matthew N. Farms, LLC.

VII. NEW BUSINESS:

A. Resolution #2024-001 Lease Renewals

B. Resolution #2024-002 Election Qualifying Fees

C. Resolution #2024-003 Matthew Nguyen Broiler Farm

D. County Administrator Contract Amendment

E. Chief Financial Officer Contract

F. Regional Commission Non-Public Board Appointment

G. E-Agent Contract for E911

VIII. COMMISSION AND ADMINISTRATIVE REPORTS

A. County Administrator

B. Finance Officer

C. County Attorney

IX. CITIZEN COMMENTS

X. ADJOURN



Agenda Item Coversheet

Chairman Benjamin Hayward



Agenda Item Coversheet

Mr. Jerry Permenter



Agenda Item Coversheet

Chairman & Vice Chairman Election



Agenda Item Coversheet

Regular Meeting, December 12, 2023

ATTACHMENTS:

Description

Regular Meeting, December 12, 2023

Upload Date

1/3/2024

Type

Cover Memo

MINUTES OF THE REGULAR MEETING OF THE MITCHELL COUNTY BOARD OF COMMISSIONERS HELD TUESDAY AT 5:00 P.M., DECEMBER 12, 2023, IN THE COMMISSIONERS MEETING ROOM AT 5201 HIGHWAY 19 SOUTH, CAMILLA, GEORGIA.

Commissioners present:

Benjamin Hayward, Chairman
Reggie Bostick, Vice Chairman
Julius Hatcher, Commissioner

B. Keith Jones, Commissioner
David Sullivan, Commissioner

Staff present: Gary Rice, Administrator, Jerry Permenter, CFO, Rebecca Reese, County Clerk, Samantha White, Insurance Coordinator, Samantha Carr, Asst to CFO

Chairman Hayward called the meeting to order. County Attorney Russell Britt joined the meeting by telephone.

INVOCATION

Mr. Jerry Permenter

PLEDGE OF ALLEGIANCE

Recited in unison.

Mr. Rice requested to amend the agenda to add an Executive Session to discuss pending litigation. Commissioner Bostick moved to approve this request. Commissioner Hatcher seconded the motion with all in favor.

APPROVAL OF MINUTES

Chairman Hayward called for the approval of the minutes of the following meetings: Regular Meeting, November 14, 2023, Budget Work Session, November 27, 2023, and Work Session, November 27, 2023. Commissioner Sullivan made a motion to approve the November minutes. Commissioner Hatcher seconded the motion with all in favor.

NEW BUSINESS

Tax Assessor Contracts: Commissioner Jones made a motion to authorize Chairman Hayward to execute the Tax Assessor's contracts with Traylor

Business Services Inc. and Technical Appraisal Services of Georgia, Inc. after the county attorney complete the revisions to the contract. Commissioner Sullivan seconded the motion with all in favor. Traylor Business Services and Technical Appraisal Services of Georgia, Inc. performs appraisals, tax evaluations, adjustments, and perform and analyze data edits for production of the tax digest.

2024 Alcohol Renewals “Pending Background Clearance:” Commissioner Bostick made a motion to approve the 2024 Alcohol Renewals “pending background clearance.” Commissioner Sullivan asked if there were any problems with the licensee. Mr. Rice said there are no problems with the licensee. Commissioner Jones seconded the motion with all in favor.

2024 Board Appointments (Election Board, Recreation Board, Regional Commission, Land Bank, and DFACS Board):

Election Board: Commissioner Bostick made a motion that Ms. Susan Rackley and Ms. Judy Thomas be reappointed to the Election Board. Commissioner Julius Hatcher seconded the motion with all in favor.

Recreation Board: Commissioner Jones informed the Board that Mr. Kenneth Jones was resigning from the Recreation Board. Commissioner Bostick made a motion to approve the appointment of Mr. Roscoe “Rashad” Jones and the reappointment of Mr. Larry Williams to the Recreation Board. Commissioner Sullivan seconded the motion with all in favor.

Regional Commission: The Board agreed to delay the appointment to the Regional Commission Board until the January 2024 Regular Meeting.

Land Bank: Commissioner Sullivan made a motion to reappoint Ms. Diane Watson to the Land Bank Board. Commissioner Bostick seconded the motion with all in favor.

DFACS: Commissioner Jones made a motion to appoint Ms. Teresa Gilbert to the DFACS Board. Commissioner Bostick seconded the motion with all in favor. Ms. Gilbert will be replacing Ms. Molly Pollock, who resigned from the DFACS Board.

COMMISSION AND ADMINISTRATIVE REPORTS

County Administrator

- The Election Building is complete.

- Recreation Basketball update:
 - Over 100 kids have signed up.
 - Basketball teams are being drafted this week.
 - Pelham Gym is having the lines painted today. This is a couple of days process.
- Attended a meeting on the Big Slough last week. The program does not allow for dredging of the slough. Engineers are looking at ways to control the flow rate to eliminate flooding and backups. We will have a few more meetings before the plan are presented to the Board. Mr. Rice requested the engineer invite affected property owners to the next meetings.
- On Tuesday January 30th, 2024, we will be hosting a Zoning 101 class from 9Am to 4PM. The class will be held at the Mitchell County Emergency Operations center at 4767 Hwy 37. Mr. Moody, Planning & Zoning official, has strongly encouraged all members to attend.
- Communicated with Mr. Dennis Stroud, City Manager of Camilla, about recreation and the football field. He was asking if there was a 50-year lease on that facility. Mr. Stroud was informed that we could not locate the lease, but the field was included in the Mitchell County Recreation Commission when it was established. The fields were to remain the property of the owner, but all capital improvements were the owner's responsibility. Mr. Stroud was advised that there is a 50-year lease on the Bennett Street facility. Mr. Rice requested that as the City of Camilla work on their Football Field rental policy to remember the County has liability insurance on the fields, we pay the utility bills, and we maintain the fields. Mr. Rice asked that the policy contain language about who pays the utilities, insurance, clean up and repair for any non-recreational approved event.
- Mitchell County Complex Building parking lot will be repaved on Wednesday and Thursday this week. This is warranty work.
- We are looking at some roof issues at the North and South EMS stations.
- Drop in Retirement celebration for Ms. Adayna Broome, December 18th, 2023, from 2-4 PM in the Commissioners meeting room.
- Christmas Luncheon this Friday December 15th, 2023, at noon.

Chief Financial Officer

Mr. Permenter reported that there will be a Public Hearing, December 18, 2023, at 5:00 p.m. during the Work Session to consider the proposed 2024 Fiscal Year Budget. He said a Called Meeting has been advertised to adopt the 2024 Fiscal Year Budget on Wednesday, December 27, 2023, at 10:00 a.m.

County Attorney:

County Attorney Britt reported that he had consulted with Mr. Tommie Coleman, Sale City's city attorney, concerning a referendum they are requesting be added to the ballot to reallocate funds to other Capital Improvement Projects in the newly renewed SPLOST that begins January 1, 2024. Mr. Britt said he is waiting for a response from Mr. Coleman.

Commissioner Jones asked everyone to be in prayer for the employees of Autry State Prison and the family of Warden Darrin Myers, who passed away over the weekend.

Ms. Kristi Dixon, Health Department Director, announced that she will be retiring January 31st, 2024. Board members congratulated her on retirement and thanked her for all the work she did at the Health Department. Ms. Dixon said she would still be around to help if needed.

Mr. Ethan Gray, AmeriPro representative, addressed the Board to thank the Board for choosing AmeriPro for the county's emergency services. He said this month, December, marks AmeriPro (1) one month anniversary providing services in Mitchell County. Mr. Gray said they face (2) two issues which were staffing and the hospital. He said they have no more staffing issues and they are currently working with the hospital.

CITIZENT COMMENTS

Ms. Doris Johnson, who lives on South Turkey Road, addressed the Board asking for an update on her road. Mr. Rice informed Ms. Johnson that her road would not be placed on the paving list because there are no funds available. Ms. Johnson responded by saying that she knows that funds can be generated. Mr. Rice said he has been reviewing other options and will continue to look at them. Ms. Johnson requested rocks be put on her road and placed on the paving list.

Commissioner Sullivan made a motion to go into Executive Session to discuss pending litigation. Commissioner Bostick seconded the motion with all in favor.

The Board took a short break at 5:28 p.m.

The Board entered Executive Session at 5:30 p.m.

Commissioner Jones made a motion to exit out of Executive Session. Commissioner Bostick seconded the motion with all in favor.

Commissioner Jones made a motion to return to Executive Session. Commissioner Bostick seconded the motion with all in favor. There was no action taken.

There being no further business, Commissioner Bostick made a motion to adjourn the meeting. Commissioner Jones seconded the motion with all in favor.

The meeting was adjourned at 6:01 p.m.

Benjamin Hayward, Chairman

Rebecca Reese, County Clerk



Agenda Item Coversheet

Work Session, December 18, 2023

ATTACHMENTS:

Description	Upload Date	Type
Work Session, December 18, 2023	1/3/2024	Cover Memo

MITCHELL COUNTY BOARD OF COMMISSIONERS
WORK SESSION MINUTES
MONDAY @ 5:00 P.M., DECEMBER 18, 2023
COMMISSION OFFICE, 5201 HIGHWAY 19 S, CAMILLA, GA

Commissioners present:

Benjamin Hayward, Chairman
Reggie Bostick, Vice Chairman
Julius Hatcher, Commissioner

David Sullivan, Commissioner
Keith Jones, Commissioner

Staff present: Gary Rice, Administrator, Jerry Permenter, CFO, Rebecca Reese, County Clerk, Samantha Carr, Assistant to CFO, Samantha White, Insurance Clerk

CALL TO ORDER

Chairman Hayward called the meeting to order. Mr. Russell Britt, County Attorney, joined the meeting by telephone.

PUBLIC HEARING

Proposed 2024 Fiscal Year Budget: Mr. Rice gave a power point presentation on the 2024 Fiscal Year Budget in which he discussed the proposed expenditures and revenues for FY (Fiscal Year) 2024. Mr. Rice asked if anyone wanted to speak for or against the proposed budget. There being no one to speak in favor or opposition, the Public Hearing was declared closed. The total budget proposed Fiscal Year 2024 Budget is \$24,360,100. A called meeting will be held on December 27, 2023, to adopt the budget.

NEW BUSINESS

Chairman & Vice Chairman Election: The beginning of the 2024 New Year indicates the selection of the chairman and vice chairman position.

Chief Financial Officer Contract: The finance officer's contract will expire 12/31/2023 and will be presented for consideration of renewal at the regular meeting.

County Administrator Contract Amendment: The Board will be presented with the county administrator's contract for consideration of an amendment approval.

Election Qualifying Fees: Mr. Rice informed the Board that it was time to set the qualifying fees for the upcoming election.

Resolution #2024-001 Lease Renewals: The annual resolution for renewal of the lease purchase agreement authorizing the Chairman and Administrator to execute will be presented for consideration of approval at the next regular meeting.

E-Agent Contract for E911: Mr. Rice reported that GCIC (Georgia Crime Information Center) is encouraging agencies to use third party companies to conduct criminal background checks. Mr. Britt has reviewed the contract and has made the necessary revisions. This item will be presented for consideration of approval at the regular meeting.

Right-of-Way Discussion: Mr. Rice informed the Board that a discussion was needed to discuss creating a policy to address right-of-way issues that may require the County to encroach on private property to perform maintenance work. Commissioner Hatcher recommended having an engineer look at the property where work needs to be done first. Mr. Rice said he agrees and will have an engineer look at the property. Chairman Hayward said the Board should not do a blanket policy but a policy that provides guidance for specific issues. Mr. Britt reminded the Board of the legal repercussions and said the Board should look at these rights-of-way issues as a case-by-case issue and let the State's gratuity clause be their guiding principle. Mr. Rice will draft a policy for them to review.

COMMISSION AND ADMINISTRATIVE REPORTS

County Administrator: Mr. Rice reported that the parking lot at Mitchell County Complex Building has been resurfaced. The parking lot looked good except for the south end of the parking lot could have received more attention to the area. Mr. Rice said Jim Boyd Company will be back to restripe the parking lot.

Chief Financial Officer: Nothing to report.

County Attorney: Nothing to report.

Mayor James Eubanks thanked the Board and Warden Taylor for all the work done at the Donnie Cochran Building.

CITIZEN COMMENTS

Ms. Doris Johnson, who lives on South Turkey Road, addressed the Board asking for help on her road. Ms. Johnson said she was pleading for help on her road. She asked the Board to consider writing to Congressman Sanford Bishop's office for help or to see if there were grants available to assist in getting her road paved. After a lengthy discussion, Commissioner Jones informed Ms. Johnson that Mr. Rice will meet with her to see what can be done for her road. Ms. Johnson said she wanted her road paved and did not understand why it could not be done. She said her road has a lot of traffic on it.

There being no further discussion, Commissioner Bostick made a motion to adjourn the meeting. Commissioner Jones seconded the motion with all in favor.

The meeting was adjourned at 5:51 p.m.

Benjamin Hayward, Chairman

Rebecca Reese, County Clerk



Agenda Item Coversheet

Called Meeting, December 27, 2023

ATTACHMENTS:

Description	Upload Date	Type
Called Meeting, December 27, 2023	1/3/2024	Cover Memo

MINUTES OF THE CALLED WORK SESSION MEETING OF THE MITCHELL COUNTY BOARD OF COMMISSIONERS HELD WEDNESDAY 10:00 A.M. DECEMBER 27, 2023, IN THE COMMISSIONERS MEETING ROOM, 5201 HIGHWAY 19, CAMILLA, GEORGIA

Commissioners present:

Benjamin Hayward, Chairman
Reggie Bostick, Vice Chairman

Keith Jones, Commissioner
Julius Hatcher, Commissioner

Staff present: Jerry Permenter, CFO, Rebecca Reese, County Clerk, Samantha Carr, Assistant to CFO,

CALL TO ORDER

Chairman Hayward called the meeting to order. Commissioner David Sullivan and Administrator Gary Rice were not present at the meeting.

INVOCATION

Mr. Jerry Permenter

PLEDGE OF ALLEGIANCE

Recited in unison.

NEW BUSINESS

Mr. Permenter reported that the Called Meeting had been properly advertised in the newspaper and public notice had been provided per the Georgia Open Meetings law. He then informed the Board that the County has a balanced budget.

APPROVED 2024 Budget Resolution #2023-015: Commissioner Jones made a motion to approve the 2024 Fiscal Year Budget in the amount of \$24,360,100.00. Commissioner Hatcher seconded the motion with all in favor.

There being no further business, Commissioner Jones made a motion to adjourn the meeting. Commissioner Hatcher seconded the motion with all in favor.

The meeting was adjourned at 10:20 a.m.

Benjamin Hayward, Chairman

Rebecca Reese, County Clerk



Agenda Item Coversheet

Request for a Conditional Use in an Ag Zone, to allow the applicant Matthew Nguyen Broiler Farm to Construct two 55' x 550' Broiler Houses on the property located at 2504 Forty-Niner Road, Pelham, Georgia. The 15.25-acre parcel of property is located on Zoning Map 067, Parcel 023A. The property Owner is Matthew N. Farms, LLC.

ATTACHMENTS:

Description	Upload Date	Type
Agenda-Minutes-Matthew Nguyen Broiler Farm	1/3/2024	Cover Memo

AGENDA

Mitchell County Planning Commission

December 21st, 2023 – 7:00 p.m.

4767 Hwy 37 East

1. Call meeting to order.
2. Open with Pledge of Allegiance.
3. Innovation.
4. Approve minutes for the October 19th, 2023, Meeting.

OLD BUSINESS: Mr. Russell Moody informed the Planning and Zoning Board that the Zoning Application from the October 19th, 2023, meeting for Centaurus Solar, LLC was granted approval by the Mitchell County Board of Commissioners at their meeting on November 14th, 2023.

PUBLIC HEARING:

- A. Request for a Conditional Use in an Ag Zone, to allow the applicant Matthew Nguyen Broiler Farm to Construct two 55' x 550' Broiler Houses on the property located at 2504 Forty-Niner Road, Pelham, Georgia. The 15.25 - acre parcel is located on Zoning Map 067, parcel 023A. The property owner is Matthew N. Farms, LLC.

NEW BUSINESS:

- A. **Resolution # 2024-003** – Matthew Nguyen Broiler Farm - Request for a Conditional Use in an Ag Zone, to allow the applicant Matthew Nguyen Broiler Farm to Construct two 55'x 550' Broiler Houses on the property located at 2504 Forty-Niner Road Pelham, Georgia. The 15.25 - acre parcel is located on Zoning Map 067, parcel 023A. The property owner is Matthew N. Farms, LLC.

Approval by six members present with one present abstaining from the vote, to grant A Conditional Use in an Ag Zone to allow the Applicant Matthew Nguyen Broiler Farm to Construct two 55'x 550' Broiler Houses. The motion to approve carried. The 15.25-acre parcel of property is located at 2504 Forty-Niner Road, Pelham. The parcel of property is located on Zoning Map 067, Parcel 023A. The property owner is Matthew N. Farms, LLC.

Adjourn: 7:30pm

MITCHELL COUNTY PLANNING COMMISSION MINUTES

December 21st, 2023

Present:

Richard Beasley, Chairman Terry Curles Andy Collins Mike Mitchell Ralph Davis, Jr.
Daniel Morrell Susan Clayton

Russell Moody, Zoning Administrator Terrie Swain, Administrative Assistant

Not Present:

Joseph Rackley, Vice-Chairman Ann Bryant Ralph Collins, III

Chairman Beasley, called the meeting to order at 7:00p.m.

The Pledge of Allegiance to the Flag was performed.

Mr. Ralph Davis, Jr. gave the Invocation.

Mr. Ralph Davis, Jr. made the motion to approve the October 19th, 2023, meeting minutes. Mr. Daniel Morrell seconded the motion. The motion carried unanimously by a show of hands of the members present.

OLD BUSINESS:

Zoning Administrator, Mr. Russell Moody informed the Planning and Zoning Board that the Zoning Application from the October 19th, 2023, Centaurus Solar, LLC was granted approval by the Mitchell County Board of Commissioners at their meeting on November 14th, 2023.

NEW BUSINESS:

23-9364 – Request for Conditional Use in an Ag Zone to allow the applicant Matthew Nguyen Broiler Farm to Construct Two- 55'x 550' Broiler Houses on the property located at 2504 Forty-Niner Road, Pelham. The 15.25 Acre parcel is located on Map 067, Parcel 023A. The Property Owner is Matthew N Farms, LLC. Mr. Matthew Nguyen attended the Zoning meeting to answer any questions in relation to his application. Mr. Nguyen stated that he currently has six poultry houses on his farm and is requesting approval to expand his poultry farm by constructing two additional poultry houses. Chairman, Richard Beasley questioned if the road dead-ends into Mr. Nguyen's farm. Mr. Nguyen stated that the road dead-ends at his property. Zoning Administrator, Mr. Russell Moody informed the Planning and Zoning Commission that Mr. Nguyen's zoning application request meets all requirements of the Mitchell County Zoning Ordinances. Zoning Administrator, Mr. Russell Moody also informed the Planning and Zoning Commission that Mr. Nguyen owns the only home located on the property.

At this time Planning Commission member Mr. Mike Mitchell abstained from voting on this proposed zoning request stating that he is employed with Tyson Foods. Mr. Mitchell informed the Planning and Zoning Commission that Mr. Nguyen is one of Tyson's best business associates.

Chairman, Mr. Richard Beasley questioned if there was any opposition to this purposed zoning request. There was no opposition.

After a brief discussion by Planning and Zoning Commission of the purposed zoning request, Mr. Andy Collins made the motion to grant approval for a Conditional Use in an Ag Zone to allow the applicant Matthew Nguyen Broiler Farm to construct two- 55'x 550' Broiler Houses on the 15.25-acre parcel of property

located at 2504 Forty-Niner Road, Pelham, Zoning Map 067, Parcel 023A. Mr. Terry Curles seconded the motion. The motion carried with six members present in favor of approval with one member abstaining from the vote. Mr. Matthew Nguyen was informed by the Planning & Zoning Commission that this recommendation would be forwarded to the Mitchell County Board of Commissioners for their decision at their meeting on January 9th, 2024 @ 5:00 pm and a representative would need to be in attendance.

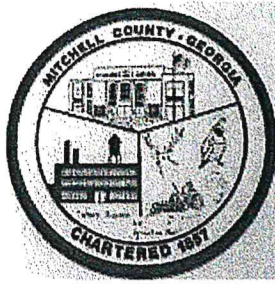
Mr. Matthew Nguyen stated to the Planning and Zoning Commission his appreciation of approval of his zoning request, and he would be in attendance of the Mitchell County Board of Commission Meeting.

Other Business: Zoning Administrator, Mr. Russell Moody addressed the Planning and Zoning Commission informing the members present that the communication between the Zoning staff and the Planning and Zoning Commission Members needs improvement. Mr. Moody inquired of the best way to communicate with the Planning and Zoning Commission, which would be best mail, e-mail, text, or phone communication. There were several answers with text being the best communication choice, so text was the choice.

Zoning Administrator, Mr. Russell Moody updated the Planning and Zoning Commission members present on the Zoning 101 Class scheduled for January 25th, 2024, from 9:00am till 4:00pm, informing them that there will be breaks in the morning, afternoon and for lunch. Zoning Administrator, Mr. Russell Moody also informed the Planning and Zoning Commission members present that each member attending the Zoning 101 Class would be paid for the day. Zoning Administrator, Mr. Russell Moody stressed that it is important that all Planning and Zoning Commission Members be in attendance of the Zoning 101 Class.

Having no further business Meeting was adjourned at 7:30 p.m.

Mr. Richard Beasley, Chairman



Permit #: 9364

Permit Date: 11/01/23

Permit Type: Zoning Application

Owner Name: MATTHEW NGUYEN BROILER FARM

Mailing Address: 2496 FORTY-NINER ROAD

City, State, ZIP: PELHAM, GEORGIA 31779

**Contractor/ Installer/ Surveyor/Camper
Name : RELIABLE ENGINEERING**

Job Site Address: 2504 FORTY-NINER ROAD

City, State, Zip: PELHAM, GEORGIA 31779

Phone Number: 229-602-8925

Email: matthewnguyen@yahoo.com

Map Number: 067

Parcel Number: 023A

Flood Zone: Partial Property In Flood Zone

Variance Required: Yes- Conditional Use

Maximum Building Height:: 55

Frontage Setback: 150

Commissioner District: 02- Keith Jones

Work Type (new): 2-55'X550' BROILER HOUSES

Work Category: Poultry Houses

Square Footage of Project: 60500

Project Cost: 1225

Permit Issued By: Terrie Swain

Inspected On:

Final Inspection:

CO Issued:

Zoning Classification: Agriculture

**Minimum Setbacks: : Poultry - 150' Property Line, Right-of-way/ 1250' -Any
Habitable Dwelling**

Minimum Lot Size:

Septic - Mitchell Co. Health Dept:

Power Company: Mitchell EMC

**Manufactured Home Year, Size and Serial
Number:**

Status: Open

Assigned To: Russell Moody

Property

Parcel #	Address	Legal Description	Owner Name	Owner Phone	Zoning
00670023B00	2504 FORTY NINER RD	16.97 AC CHICKEN HOUSE	MATTHEW N FARMS LLC		

Fees

Fee	Description	Notes	Amount
Zoning Application	Enter number of Parcels		\$1,225.00
		Total	\$1,225.00

Payments

Date	Paid By	Description	Payment Type	Accepted By	Amount
11/01/2023	MATTHEW NGUYEN	ZONING APPLICATION #23-9364	In Office	Terrie Swain	\$1,225.00
				Outstanding Balance	\$0.00

Notes

Date	Note	Created By:
11/01/2023	15.25 Acres - Land Lot 390- Land District 10th	Terrie Swain

Mitchell County Code Enforcement
Planning & Zoning Department
5201 Hwy 19 South
Camilla, Georgia 31730

Phone (229) 336-2060
Fax (229) 336-2362

Russell Moody
Zoning Administrator

APPLICANT MEETING NOTIFICATION

Application must be filed in the office of the Zoning Administrator at 5201 US Hwy 19 South, Camilla, Georgia by NOVEMBER 20th, 2023 by 12:00pm in order to be heard by the Planning Commission the following month.

Caution that failure to appear could result in a denial due to lack of sufficient information needed for the Boards to make an informed decision.

PLANNING COMMISSION

DATE/TIME: DECEMBER 21st, 2023 @ 7:00pm

BOARD OF COMMISSIONERS

DATE/TIME: JANUARY 9th, 2024 @ 5:00pm

**THE PLANNING COMMISSION MEETING WILL BE HELD AT THE:
MITCHELL COUNTY 911 CENTER (EOC) MEETING ROOM.
4767 Hwy 37 East, Camilla, Georgia 31730**

**THE BOARD OF COMMISSION MEETING WILL BE HELD AT THE:
MITCHELL COUNTY GOVERNMENTAL COMPLEX BOARD OF COMMISSION
MEETING ROOM.
5201 US Hwy 19 South, Camilla, Georgia 31730**

Questions? Please call the Zoning Administrator at 336-2060.

Your signature below acknowledges receipt of the above referenced data.

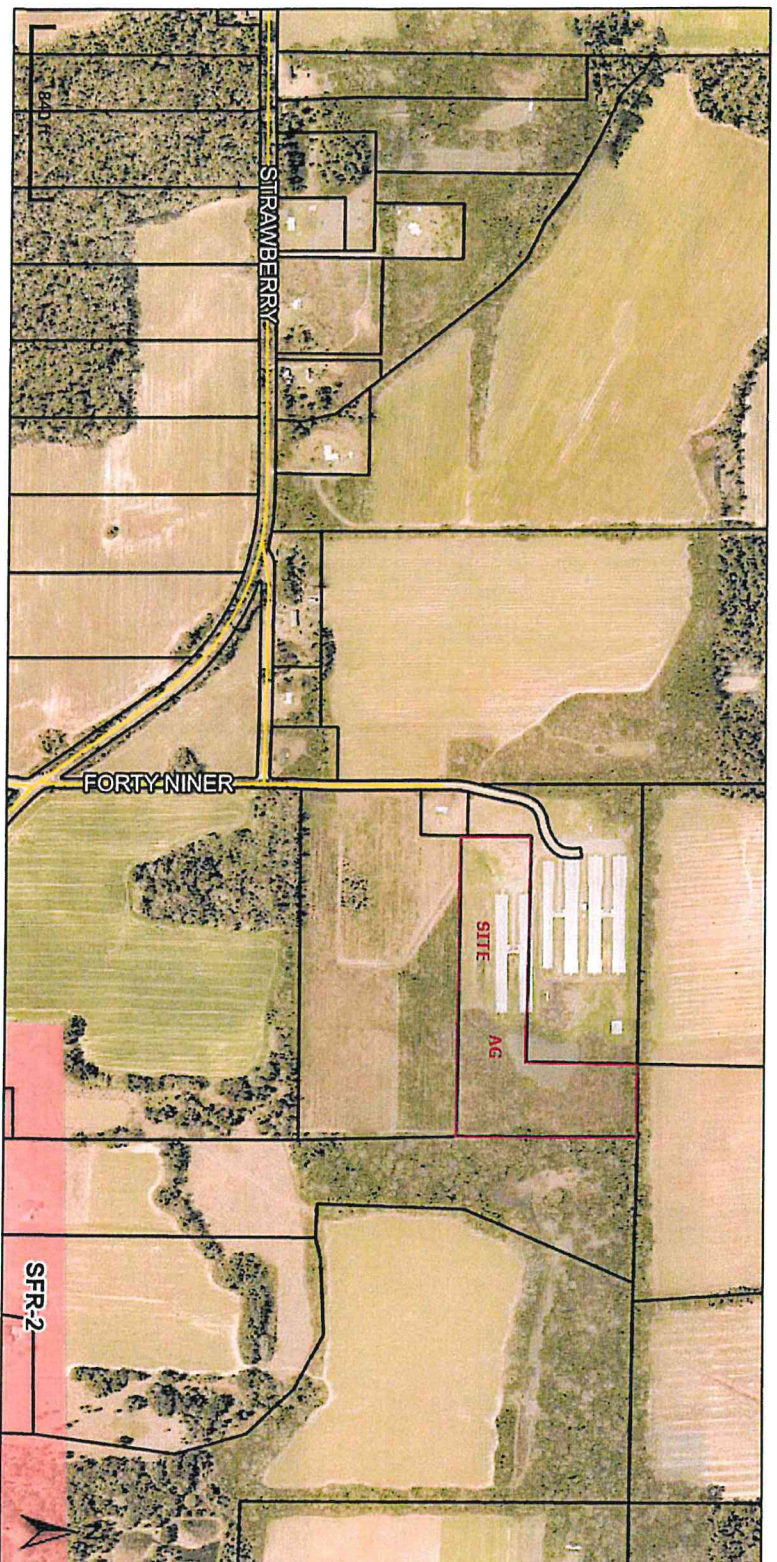


Applicant/ Representative

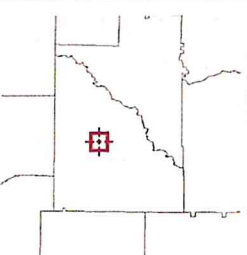
11/1/2023

Date

MATTHEW N. FARMS, LLC



Overview



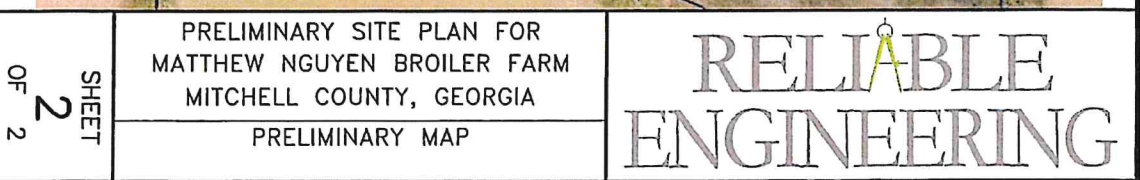
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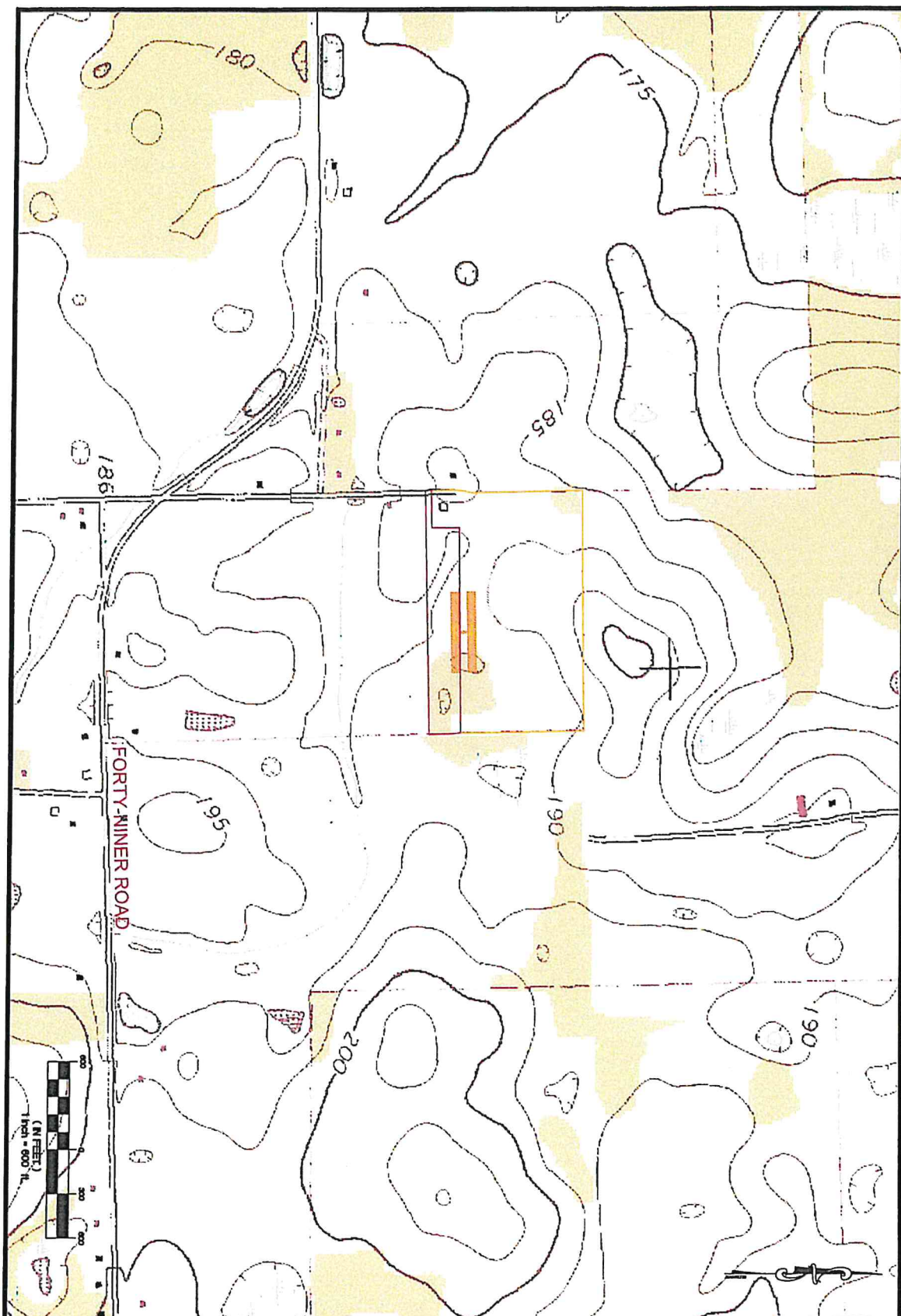
- ☐ Parcels
- County Zoning
 - C-1
 - C-2
 - COMM
 - IND
 - MHP
 - R2
 - SFR-1
 - SFR-2
- Roads
- City Limits

Date created: 12/7/2023

Last Data Uploaded: 12/7/2023 3:11:34 PM

Developed by  **Schneider**
GEO SPATIAL





SHEET
1
OF 2

PRELIMINARY SITE PLAN FOR
MATTHEW NGUYEN BROILER FARM
MITCHELL COUNTY, GEORGIA
VICINITY MAP

RELIABLE
ENGINEERING

Zoning Public Hearing Notice

Mitchell County Zoning (229-336-2060)

Public notice is hereby given that on Thursday, the 1st day of December 2023 at 7:30 p.m. the Mitchell County Planning Commission will hold a public hearing at the Mitchell County 911 Center in the (BOC) Meeting room located at 4767 Hwy 97 N.E. Camilla, Georgia, on the following zoning applications. After said public hearing, the Planning Commission will submit to the Mitchell County Board of Commissioners its "Recommendations" regarding said zoning applications.

Public notice is hereby given that on Thursday the 9th day of January 2024 at 5:00 p.m. the Mitchell County Board of Commissioners will hold a public hearing at the Mitchell County Governmental Center in the Board of Commissioners Meeting Room at 2201 US Highway 19 South in Camilla, Georgia on the following applications:

22-004 - Request for a Conditional Use in an Ag Zone to allow the applicant Matthew Nguyen Drollet Farm Sellers to construct (2) Units 55 x 550' Broker Houses on the property located at 2554 Forty-Niner Road, Pelham. The 15.25 Acre parcel is located on Map 067, Parcel 022A. The Property Owner is Matthew Nguyen Drollet.











Mitchell County Zoning Department
5201 US Hwy 19 South
Camilla, Georgia 31730



Phone: 229-336-2060
Fax: 229-336-2362
E-Mail: tswain@mitchellcountyga.net

MEMORANDUM

DATE: December 21, 2023

TO: MITCHELL COUNTY BOARD OF COMMISSIONERS

FROM: PLANNING AND ZONING COMMISSION

APPLICATION: 23-9364

PETITIONER: Matthew Nguyen Broiler Farm

LOCATION: 2504 Forty-Niner Road, Pelham

REQUEST: Conditional Use in an Agricultural Zone to Construct Two Broiler Poultry Houses

PRESENT USE: Ag, Agricultural District

CURRENT ZONING: Ag, Agricultural District

PROPOSED ZONING: Ag, Agricultural District

ANALYSIS: Planning and Zoning Staff examined the subject property according to the applicable provisions of the Mitchell County's Zoning Ordinance, (Article XI, Section 11:03) see Article XI, Section 11.05. The Planning Commission finds the Ag district allows for poultry houses with a Conditional Use.

Regarding the Conditional Use Requirements, staff finds:

1. Does the purposed zoning classification promote health, safety, moral or general welfare?

The proposed conditional use for the construction of two poultry houses on the subject property is acceptable within an Ag district and should promote the health, safety, moral or general welfare of the environment.

2. The existing uses of the subject property and uses of the adjacent and near properties.

The subject property, adjacent properties, and near properties are similar in Ag Zoned pursuits.

3. The current zoning of the subject property and adjacent or near properties.

The Planning and Zoning Commission does find that the current zoning of the subject property, adjacent properties, and near properties are currently zoned Ag.

4. The extent to which property values are diminished by the present zoning restrictions.

The Planning and Zoning Commission does not anticipate any problems with diminished property values with present zoning restrictions.

5. The extent to which the restrictions diminishing property values, promotes the health, safety, morals or general welfare of the public.

The Planning and Zoning Commission finds that the purposed conditional use request will not have any diminishing affects in property values, promotion of health, safety, morals or general welfare of the public and Planning and Zoning Commission expects the applicant to meet all the development standards.

6. The relative gain to the public, compared to the extent of hardship imposed upon the individual property owner.

The Planning and Zoning Commission finds that the relative gain to the public would be beneficial, compared to the extent of the hardship imposed upon the individual property owner without allowing the conditional use in an Ag Zone for a rural business.

7. The suitability of the subject property considered under the proposed zoning classification.

The Planning and Zoning Commission finds that the subject property is suitable for the proposed zoning classification of Ag with a conditional use for a rural business.

8. The history of the use of the subject property considered in the context of land development in the vicinity of the property.

The Planning and Zoning Commission finds that the subject property has a history of the current land use of Ag with the context of land development in the vicinity of the property being Ag as well.

9. Conformity with the Mitchell County Comprehensive Plan.

The Planning and Zoning Commission finds that the subject property meets conformity with the Mitchell County Comprehensive Plan.

10. Provided, that the County Commission may impose or require such additional restrictions and standards as may be necessary to protect the health and safety of workers and residents in the community, and to protect the value and use of property in the general neighborhood; and provided that wherever the County Commission shall find, in the case any permit granted, pursuant to the provision of these regulations that any term, conditions or restrictions upon which such permit was granted are not being complied with, said Commission shall rescind and revoke such permit after giving due notice to all parties concerned and granting full opportunity for a public hearing.

RECOMMENDATION: APPROVAL by six Members Present with one member present abstaining from the vote, to grant A Conditional Use in an Ag Zone to allow the applicant Matthew Nguyen Broiler Farm to Construct two 55'x 550' Broiler Houses on the 15.25-acre parcel of property located at 2504 Forty-Niner Road, Pelham, Zoning Map 067, parcel 023A. The property owner is Matthew N. Farms, LLC.



Agenda Item Coversheet

Resolution #2024-001 Lease Renewals

ATTACHMENTS:

Description	Upload Date	Type
Resolution #2024-001 Lease Renewals	1/4/2024	Cover Memo

**MITCHELL COUNTY
BOARD OF COMMISSIONERS
RESOLUTION 2024 – 001
RENEWING CERTAIN EQUIPMENT LEASES**

WHEREAS, the Mitchell County Board of Commissioners has determined that there has been a need to purchase new capital equipment to be used by the County work force, and;

WHEREAS, the Board of Commissioners has determined that the most economical way to acquire this equipment has been through the use of various lease/purchase loans for the equipment indicated on Exhibit A, and;

WHEREAS, the Board of Commissioners did authorize the Chairman and Administrator to execute the original lease/purchase agreements that allowed for the purchase of the equipment indicated on Exhibit A.

NOW, THEREFORE BE IT RESOLVED that the Board of Commissioners now authorizes the Chairman and the Administrator to sign any annual Collateral Installment Notes relating to these lease/purchases in effect during 2024 and as depicted in Exhibit A, attached hereto. These Collateral Installment Notes shall be guaranteed by the Ad Valorem taxes that will be assessed for the year of 2024.

BE IT FURTHER RESOLVED, that the amount borrowed plus other contracts or obligations for the current year expenses outstanding and anticipated are not in excess of the total anticipated revenue of Mitchell County, Georgia for the year 2024.

SO RESOLVED this 9th day of January, 2024.

MITCHELL COUNTY BOARD OF COMMISSIONERS:

Benjamin Hayward, Chairman

ATTEST:

Rebecca Reese, County Clerk

MITCHELL COUNTY BOARD OF COMMISSIONERS
RESOLUTION NO. 2024 - 01
EXHIBIT A

1. Caterpillar Financial Services Corp. 2020 Caterpillar Motor Grader 140-13AWD
#N9500393 \$ 24664.68 Annually
2. Caterpillar Financial Services Corp. 2020 Caterpillar Motor Grader 140-13AWD
#N9500392 w/sloper; \$ 33,757.80 Annually
3. John Deere Financial (3) John Deere 5125R Tractors; #H654805,
#H654807, #H654806 \$ 55,475.75 Annually
4. U.S. Bank Motorola Solutions Camera System for Sheriff's
Office \$ 28,056.55 Annually
5. Great America Financial Services Telephone System \$ 23,523.12 Annually
6. Signature Public Funding 2023 Caterpillar Motor Grader
SN #9500541 \$ 47,442 Annually
7. Bancorp South Equipment Finance 2021 Caterpillar 320-07 GC Excavator
(A Division of Cadence Bank) SN #LKS10326 \$ 24,713.16 Annually
8. John Deere Financial (2) John Deere 670G Motor Graders
1DW670GXHPF717479; DW670GXPPF717066;
\$ 83,641.68 Annually
9. John Deere Financial John Deere 672G Motor Grader
1DW672GXTPF717417; \$ 46,609.44 Annually
10. John Deere Financial John Deere 544G Tire Loader;
#1YN544GAVPLA00166; \$ 23,746.32 Annually



Agenda Item Coversheet

Resolution #2024-002 Election Qualifying Fees

ATTACHMENTS:

Description	Upload Date	Type
Qualifying Fees Resolution 2024	1/4/2024	Cover Memo

**MITCHELL COUNTY
BOARD OF COMMISSIONERS
RESOLUTION 2024-002
ESTABLISHING QUALIFYING FEES FOR THE GENERAL ELECTION**

WHEREAS, under the laws of the State of Georgia, it is incumbent upon the Board of Commissioners to fix and publish the qualifying fees for all offices to be filled in the upcoming General Primary; and

WHEREAS, under Section 21-2-131(a)(1) of the General Election Code, the requirements for establishing qualifying fees are set forth.

NOW THEREFORE BE IT RESOLVED that the qualifying fees shall be three (3) percent of the minimum salary of the office, unless specified otherwise by law.

NOW THEREFORE BE IT FURTHER RESOLVED that the qualifying fees for the offices of Clerk of Superior Court, Judge of Probate Court, Judge of Magistrate Court, Sheriff and Tax Commissioner be and the same are hereby set at three (3) percent of the minimum base salary established for these offices. The qualifying fees for all offices are as follows:

County Commissioner	\$ 138.90
Member of Board of Education	\$ 114.00
Clerk of Superior Court	\$ 1,778.89
Chief Magistrate Court Judge	\$ 1,798.04
Probate Judge	\$ 1,778.89
Sheriff	\$ 2,122.60
Tax Commissioner	\$ 1,778.89
Coroner	\$ 675.68
State Court Judge	\$ 3,411.66
State Court Solicitor	\$ 1,290.00

SO RESOLVED this 9th day of January, 2024.

Benjamin Hayward, Chairman

ATTEST: _____
Rebecca Reese, County Clerk



Agenda Item Coversheet

Resolution#2024-003 Matthew Nguyen Broiler Farm

ATTACHMENTS:

Description	Upload Date	Type
Resolution#2024-003-Matthew Nguyen Broiler Farm	1/3/2024	Cover Memo

RESOLUTION 2024-003

GRANTING A CONDITIONAL USE

WHEREAS, The Mitchell County Board of Commissioners has adopted a Zoning Map and Ordinance for the unincorporated areas of the County and,

WHEREAS, the Zoning Map and Ordinance may be amended from time to time by citizen or Planning Commission originated request,

WHEREAS, the Mitchell County Planning Commission did Approve to grant a Conditional Use in an Ag Zone for the Construction of Two Broiler Poultry Houses by six members present with one member abstained from voting.

THEREFORE, BE IT RESOLVED by the Board of Commissioners of Mitchell County, Georgia by the authority of the same as follows:

Request for a Conditional Use in an Ag Zone, to allow the applicant Matthew Nguyen Broiler Farm to Construct Two -55'x 550' Broiler Houses on the property is located at 2504 Forty-Niner Road, Pelham, Georgia. The 15.25 - acre parcel is located on Zoning Map 067, parcel 023A. The property owner is Matthew N Farms, LLC. The request for 15.25 acres, is hereby **GRANTED SO RESOLVED**, this 9th day of January 2024.

BOARD OF COMMISSIONERS
MITCHELL COUNTY, GEORGIA

Benjamin Hayward, Chairman

Attest:

Rebecca Reese, Clerk

COMMISSION VOTE: ____YES ____NO



Agenda Item Coversheet

County Administrator Contract Amendment



Agenda Item Coversheet

Chief Financial Officer Contract



Agenda Item Coversheet

Regional Commission Non-Public Board Appointment



Agenda Item Coversheet

E-Agent Contract for E911

ATTACHMENTS:

Description

E-Agent Contract 2024

Upload Date

12/12/2023

Type

Cover Memo

SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

THIS SOFTWARE LICENSE AND MAINTENANCE AGREEMENT ("AGREEMENT") is made as the Effective Date by and between Diverse Computing Inc, ("DCI"), a Florida corporation with offices located at 3717 Apalachee Pkwy, Ste. 102, Tallahassee, FL 32311 and MITCHELL COUNTY, GEORGIA ("Licensee"), with offices located at 4767 Highway 37, Camilla, GA 31730.

WITNESSETH:

WHEREAS, Licensee has requested DCI to provide Licensee with certain computer software and systems for gaining access to NCIC and GCIC Information Systems for Licensee; and

WHEREAS, DCI owns certain computer software and systems for gaining access to NCIC and GCIC Information Systems ("Licensed Technology"); and

WHEREAS, Licensee desires to utilize the Licensed Technology for gaining access to NCIC and GCIC Information Systems; and

WHEREAS, Licensee has had an opportunity to review the Licensed Technology and is familiar with the Licensed Technology; and

WHEREAS, Licensee desires to license the Licensed Technology in accordance with the terms and conditions of this Agreement; and

WHEREAS, DCI requires that Licensee obtain and retain maintenance services for the Licensed Technology during the term of the license.

NOW, THEREFORE, in consideration of the mutual benefits of the covenants and restrictions herein contained, DCI and Licensee hereby agree as follows:

ARTICLE 1: RECITALS AND DEFINITIONS

Section 1.01 – Recitals: The above recitals and identification of parties are true and correct.

Section 1.02(2) – As required by O.C.G.A § 36-60-13, This Agreement shall (i) terminate without further obligation on the part of Mitchell County each and every year December 31st, unless terminated earlier in accordance with the termination provisions of this Agreement; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Agreement.

Section 2.02 – Definitions: The following definitions shall apply:

(1) Access: The term "Access" and variants thereof shall mean to store data in, retrieve data from or otherwise approach

or make use of (directly or indirectly) through electronic means or otherwise.

- (2) Agreement Term: The term "Agreement Term" shall mean a one (1) year period of time starting on the Effective Date and renewing for one (1) year periods of time upon payment of the applicable Fees, unless earlier terminated or canceled, as provided hereunder.
- (3) Application Interfaces: The term "Application Interfaces" shall mean those certain interfaces, if any, identified on Exhibit A.
- (4) Associate: The term "Associate" shall mean and employee of DCI or an independent contractor hired by DCI.
- (5) Authorized Facility: The term "Authorized Facility" shall mean the facilities as identified and further defined in Exhibit A, attached hereto and by this reference incorporated herein.
- (6) Authorized Person: The term "Authorized Person" shall mean employees and contractors of Licensee authorized by Licensee to access the Product with a need to know Confidential Information who agree to maintain the confidentiality of such Confidential Information in consideration for receiving such Confidential Information and individuals or organizations who are authorized in writing by DCI to receive Confidential Information.
- (7) Cancellation Notice: The term "Cancellation Notice" shall mean that written notice sent by DCI to Licensee seeking to cancel this Agreement because of breach of Licensee.
- (8) Confidential Information: The term "Confidential Information" shall mean all information disclosed by one party to this Agreement to the other party to this Agreement that is identified by the disclosing party as proprietary or confidential at the time such information comes into the possession or knowledge of the receiving party and which is not: (i) already known to the receiving party; (ii) in the public domain; (iii) conveyed to the receiving party by a third party; (iv) released by the disclosing party without restriction; (v) independently developed by the receiving party without the knowledge of any information disclosed by the disclosing party as evidenced by the receiving party; or (vi) required by law or court order to be released by receiving party. For purposes of the definition. Confidential information shall be deemed to include this Agreement, the Product and any and all information concerning this Agreement and the Product.
- (9) Defect: The term "Defect" shall mean programming or software design errors which substantially impair the performance, utility, and functionality of the Product as represented in the Documentation and/or Supplement.

- (10) Device: The term “Device” shall mean each single End User computing device or Licensee computing device that accesses any of the Licensed Technology, is properly authorized through a paid license, and that counts as a Device under the Fee structure and Exhibits B and C.
- (11) Documentation: The term “Documentation” shall mean the information developed by DCI and provided to Licensee in printed or computer file format relating to the Licensed Technology, its installation and use, including any and all updates and modifications as provided by DCI to Licensee.
- (12) Effective Date: The term “Effective Date” shall mean the date **December 1, 2023**.
- (13) End User: The term “End User” shall mean an individual identified and verified as an employee or contractor of Licensee that is properly authorized under a Device and a User Agreement for such employer or contractor to access and use the Licensed Technology strictly in accordance with the terms and conditions under this Agreement and the User Agreement solely for his/her own use of the Licensed Technology as set forth in and subject to this Agreement and the User Agreement and for further distribution or resale and who agrees to be bound by the terms and conditions of this Agreement as if the End User were Licensee.
- (14) Fees: The term “Fees” shall mean those certain fees charged to Licensee by DCI for the license rights, support, and/or services granted hereunder for the applicable Sublicense Term as set forth in Exhibit B, attached hereto and by this reference incorporated herein.
- (15) Implement: The term “Implement” and variants thereof shall mean to load, compile, and execute.
- (16) Licensed Technology: The term “Licensed Technology” shall mean that certain DCI software (including Application Interfaces, Localized Software, and Multiple User Software), in object code form only, and DCI services all as provided by DCI to Licensee or accessed via the Server by Licensee, its Named Users, or End Users as specifically identified in Exhibit A for which Licensee has paid the appropriate Fees as set forth in Exhibits B and C, and including any modifications and/or Updates provided to or accessible by Licensee, its Named Users, and/or End Users, all as may be further defined in Exhibit A.
- (17) Licensee Date: The term “Licensee Date” shall mean any and all data provided or uploaded by or on behalf of Licensee to or through the Licensed Technology.
- (18) Localized Software: The term “Localized Software” shall mean that certain computer software (as applicable), in object code form only, identified in Exhibit A as Localized Software, attached hereto and by this reference

incorporated herein, for use solely on the Server, including any and all DCI modifications and updates to the Localized Software.

- (19) Maintenance Services: The term “Maintenance Services” shall mean those certain services as set forth under Article IV of this Agreement.

Named User: The term “Named User” shall mean a named individual identified and verified as an employee or contractor of Licensee that is properly authorized through a paid license and a User Agreement as accepted by such employee or contractor, and that counts as a Named User under the Fee structure and in Exhibits B and C under an appropriate license to access and use the applicable Licensed Technology solely for his/her own internal use of such Licensed Technology as set forth in and subject to this Agreement and the User Agreement and not for further distribution or resale.

- (20) Nonpayment Notice: The term “Nonpayment Notice” shall mean that written notice from DCI to Licensee alleging nonpayment under the Agreement and seeking to cancel the Agreement unless payment is rendered as provided hereunder.

- (21) Multiple User Software: The term “Multiple User Software” shall mean that certain computer software, in object code form only, identified as “Multiple User Software” in Exhibit A, attached hereto and by this reference incorporated herein, and including any and all DCI modifications and Updates to the Multiple User Software.

- (22) Product: The term “Product” shall mean the Documentation, Supplements, the applicable Licensed Technology and any additional modifications, Updates, or changes to the applicable Licensed Technology pursuant to this Agreement.

- (23) Proprietary Notice: The term “Proprietary Notice” shall mean a written notice displaying the following (1) the symbol © (the letter C in a circle), or the word “Copyright”, or the abbreviation “Copr.”, (2) the years “2001-2012”, (3) the name “Diverse Computing, Inc.”, (4) the phrase “All Rights Reserved.”, (5) the words “CONFIDENTIAL INFORMATION” in large upper-case letters; and (6) the words “TRADE SECRET” in large upper-case letters.

- (24) Restatements: The term “Restatements” shall mean Section 757 of the Restatement of Torts, Section 39 of the Restatement (Third) of Unfair Competition, Section 1 of the Uniform Trade Secrets Act, and Section 1839 of Title 18 of the United States Software (18 U.S.C. § 1839), as may be amended.

- (25) Server: The term “Server” shall have the meaning set forth in Exhibit A, attached hereto and by this reference incorporated herein.
- (26) Services: The term “Services” shall mean any services provided to Licensee by DCI in connection with the Licensed Technology or Product as set forth in Article IV.
- (27) Supplement: The term “Supplement” shall mean modifications or updates to the Documentation as provided by DCI to Licensee.
- (28) Termination Notice: The term “Termination Notice” shall mean that written notice sent by Licensee to DCI seeking to terminate this Agreement.
- (29) Third Party Technology: The term “Third Party Technology” shall mean any third-party technology developed, provided, or made available by Licensee or DCI in connection with the Product or services.
- (30) Unauthorized Access: The term “Unauthorized Access” shall mean any access to the Product except for the exclusive purposes of using the Product for internal purposes; evaluating the performance, utility, and functions of the Licensed Technology; and training Named Users and/or End Users in use of the Licensed Technology in accordance with the Documentation and any Supplements.
- (31) Unauthorized User: The term “Unauthorized User” shall mean any individual who accesses the Product except for: (1) Users authorized by Licensee to access the Product for the exclusive purposes of using the Product for internal uses only in accordance with this Agreement; evaluating the performance, utility, and functions of the Licensed Technology; and (2) Authorized Persons.
- (32) Update: The term “Update” shall mean the modifications to the Licensed Technology that have been publicly released to DCI customers without charge under standard software maintenance agreements to resolve Defects. The term “Updates” does not include new versions or upgrades of the Licensed Technology for which DCI generally charges an additional fee or any new modules or products DCI releases that are commercially sold separately.
- (33) User Agreement: The term “User Agreement” shall mean those terms and conditions set forth in substantial form as Exhibit D, attached hereto and by this reference incorporated herein.

ARTICLE II: ACCEPTANCE

Section 2.01 – Delivery and Acceptance: Licensee hereby acknowledges that Licensee has had an opportunity to evaluate the Licensed Technology and has had an opportunity to discuss the Licensed Technology with DCI representatives

familiar with the Licensed Technology for purposes of enabling Licensee to determine whether the Licensed Technology is suitable and acceptable for Licensee. The Product shall be deemed accepted and the Services provided by DCI shall be deemed delivered by DCI and accepted by Licensee upon performance.

Section 2.02 – Cooperation/Facilities: Licensee hereby acknowledges that successful performance of DCI’s obligations under this Agreement shall require Licensee to cooperate with DCI in good faith and to provide information as may be requested by DCI from time to time. Licensee hereby agrees to provide such good faith cooperation and information. Licensee shall also cooperate with DCI by granting DCI reasonable access, consistent with Licensee security procedures, including remote control access, to the Licensed Technology, as applicable, and by providing data and information reasonably required by DCI. Unless otherwise required (as determined exclusively by DCI), the Services shall be performed at the office facilities of DCI.

ARTICLE III: SCOPE OF LICENSE

Section 3.01 – DCI Grant of License: Subject to the terms and conditions of this Agreement, including without limitation, Licensee’s payment of the applicable Fees to DCI as set forth in Exhibits B and C, and for the applicable Agreement Term. DCI hereby grants to Licensee and Licensee hereby accepts a revocable, non-transferable, limited, non-exclusive license to permit its authorized Named Users and/or End Users through Devices as applicable to use the Documentation and Supplements and Licensed Technology within the identified limits as set forth in Exhibits B and C, including the licensed right to download and use the Multiple User Software in object code form only, and to access and use the Localized Software in object code form only at the Authorized Facility during the Agreement Term and all subject to the terms and conditions of this Agreement and as specified in Exhibit B. DCI grants valid Named Users and End Users a license to use the applicable Licensed Technology strictly pursuant to the User Agreement, a copy of which is attached hereto in substantial form as Exhibit D, and by this reference incorporated herein. Such User Agreements shall include any and all terms and conditions set forth in Exhibit D that provide protections and/or benefits to DCI, as determined by DCI.

Section 3.02 – Licensee Data: Licensee hereby grants DCI a worldwide and non-exclusive license to use, reproduce, and modify the Licensee Data, in whole or in part, for the purpose of maintaining the Licensed Technology or performing any services under the License. DCI shall not have the obligation to access, review, or maintain the Licensee Data except at the sole discretion of DCI. Licensee shall be responsible for uploading, converting, and maintaining the Licensee Data except at the sole discretion of DCI.

Section 3.03 – License Restriction: Licensee shall not, in whole or in part, sell, rent, lease, create derivative works, modify, reverse engineer, reverse compile, or reverse assemble in any way the Product. If Licensee pays for the license to use the Localized Software under this Agreement and the Authorized Facility is located at the Licensee's facility. Licensee shall have the right to make one back-up copy of the Localized Software for "failover" to a backup system. Licensee shall not otherwise copy the Product and shall not allow the Product to be copied without the prior written consent of DCI. Licensee shall not have the right to provide any access to the Product except to Named Users and/or End Users as strictly set forth under this Agreement and shall not have the right to, or authorize third parties to, sublicense or distribute the Product. Licensee hereby represents and warrants that the Product is licensed by Licensee hereunder solely for its and its employees' own use pursuant to the terms and conditions of this Agreement and the User Agreement.

Section 3.04 – Non-Exclusive: Licensee hereby acknowledges that the rights and licenses granted under this License are non-exclusive and do not constitute a transfer of ownership.

Section 3.05 – Risk of Loss: Licensee shall assume risk of loss to the Product.

Section 3.06 – Authorized Use: Licensee shall attempt to prevent Unauthorized Users from accessing the Product. Licensee shall attempt to prevent Unauthorized Access to the Product. Licensee shall promptly inform DCI of any and all Unauthorized Access (or suspected Unauthorized Access) and Unauthorized Users (or suspected Unauthorized Users) of which Licensee has knowledge or suspicion.

Section 3.07 – Users: Licensee shall require each Named User and End User (or otherwise any individual that uses the Licensed Technology and is required to be a Named User or End User, as applicable, under this Agreement) that is not an employee of Licensee to agree to a User Agreement and to abide by any privacy statement provided by DCI. All such Named Users, End Users, and/or such individuals shall use the Licensed Technology strictly subject to the User Agreement. Licensee and DCI hereby agree that DCI shall be either a direct party or an intended third party beneficiary with vested rights in each User Agreement.

Section 3.08 – Third Party Technology: Licensee hereby acknowledges and agrees that Third Party Technology, such as the Operating System (OS) and network software may be required to fully Implement and use the Product. DCI shall have no obligation to supply, provide or deliver to Licensee, End Users, or the Named Users the Third Party Technology or otherwise participate in the acquisition of Third Party Technology by Licensee, End Users, or Named Users. Licensee shall be solely responsible for acquiring, maintaining, and updating all Third Party Technology necessary to implement and use the Product, including all costs, fees, and expenses in

connection therewith. Licensee shall be responsible for obtaining all necessary licenses, authorizations, and rights for Licensee, End Users, and/or the Named Users to acquire and use the Third Party Technology.

Section 3.09 – Government Restricted Rights: The Product is provided to non-DOD agencies with RESTRICTED RIGHTS and its supporting documentation is provided with LIMITED RIGHTS. Use, duplication, or disclosure by the Government is subject to the restrictions as set forth in subparagraph "C" of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 as may be amended. In the event the sale is to a DOD agency, the government's rights in software, supporting documentation, and technical data are governed by the restrictions in the Technical Data Commercial Items clause at DFARS 252.227-7015 and DFARS 227.7202 as may be amended. The Manufacturer is Diverse Computing, Inc. 3717 Apalachee Pkwy. Suite 102, Tallahassee, FL, 32311.

Section 3.10 – Export Laws: Licensee hereby acknowledges that the Product is of U.S. origin. The Product, including technical data, is subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Licensee agrees to comply strictly with all such regulations and acknowledges that it has the responsibility to obtain licenses to export, re-export, or import software. Licensee hereby represents that Licensee has not had its export privileges suspended, revoked, or denied by a U.S. government agency.

Section 3.11 – Federal and State Regulations: Both parties agree to comply with all applicable provisions of the Federal and State administrative Rules and Regulations, in regard to products/services delivered under this Agreement. Both parties agree not to use or disclose any information concerning products/services provided to Licensee for any purposes not in conformity with state regulations and Federal law or regulations except upon written consent.

ARTICLE IV: MAINTENANCE

Section 4.01 – Maintenance Services: Upon payment of the applicable fees by Licensee, DCI shall provide Maintenance Services to Licensee for the relevant Agreement Term as applicable.

Section 4.02 – Server Support: DCI shall provide 1st Tier Server Support solely as specifically set forth in this Section ("1st Tier Server Support"). DCI will provide one (1) hour response time for pager/telephone support 24x7 for troubleshooting and diagnosis of the Licensed Technology and Active Directory via remote access.

Section 4.03 – Telephone Support: DCI shall provide 2nd Tier User support solely as specifically set forth in this Section ("2nd Tier User Support"). DCI will provide four (4) hour response time for pager/telephone support Monday through Friday,

9AM to 5PM EST (holidays excluded). Licensee shall designate a maximum of two personnel as points of contact for Licensee. Such support call can only be initiated from one of the points of contact. Such support will include any reasonable assistance the points of contact may require in using the Product that can be handled by telephone.

Section 4.04 – Costs/No Defects: If in analyzing a suspected defect at Licensee's request, it is determined that no Defect exists or that it was caused by unauthorized modifications to the Product or Licensee error, Licensee shall, at DCI's discretion, pay DCI for its efforts at DCI's hourly rates then in effect, plus any other expenses actually incurred by DCI in connection with detecting or correcting such alleged defect.

Section 4.05 – Updates: During the Agreement Term, DCI shall make Updates and Supplements available to Licensee within a reasonable time after release of such Update or supplement. During the Agreement Term, Licensee agrees to implement, in the manner indicated, any Updates and any other error corrections provided by DCI to Licensee to maintain the continuing integrity of the Product. Licensee's failure to do so shall relieve DC of any responsibility or liability for the improper operation or any malfunction of the Product as modified by any such subsequent Updates or corrections.

Section 4.06 – Excluded Items: Maintenance items other than those described in this Article shall not be included under the Fees, including but not limited to training, support of other software, hardware, operating system services, repair of damage not caused by DCI, or any other problems determined by DCI to be outside the control and responsibility of DCI. Licensee is responsible for media (i.e. diskettes, data tapes, or data communications) and distribution costs (shipping, handling, and telephone charges) for the Product and/or any other program or data file that may be provided to Licensee.

Section 4.07 – Personnel: The Personnel assigned to perform the Services shall be determined solely by DCI and shall be trained and skilled to perform the Services in a professional manner consistent with industry standards

Section 4.08 – Reliance: Unless advised to the contrary in writing at the time of disclosure, DCI shall be entitled to rely on any information provided by Licensee as true and correct.

Section 4.09 – Acceptance/Schedule: the services shall be deemed delivered by DCI and accepted by Licensee upon performance. The Services shall be performed only during normal working hours on all non-holiday weekdays, Monday through Friday.

ARTICLE V: PAYMENT

Section 5.01 – Fees: Licensee shall pay DCI the applicable Fees payable in advance on or prior to the Effective Date and on or prior to each succeeding anniversary of the Effective Date (each succeeding Agreement Term) for each whole or partial

year in which such applicable Product, service, and/or support is licensed and/or such applicable devices, Interfaces, locations, and/or Named Users, receiving access to the Licensed Technology. Any increase in the Fees per Named User, Devices, locations, or Localized Software package for any subsequent Agreement Term shall not exceed fifteen percent (15%) of the Fee for the immediately prior Agreement Term and/or Annual Periods, as applicable.

Section 5.02 – Services: Except for services that are provided in exchange for the Fees in Exhibits B and C, namely Updates Server Support under section 4.02, and/or Telephone Support under Section 4.03, any services provided by DCI to Licensee in connection with the Product shall be provided at the time and material rates of DCI prevailing at the time such services are rendered. Any travel time will be charged at DCI's then prevailing hourly rate for services completed.

Section 5.03 – Costs: Licensee shall pay all direct costs and expenses incurred by DCI in providing any services pursuant to this Agreement excluding Server Support under Section 4.02 and Telephone Support under section 4.03. Such direct costs shall include (without limitation) postage, telephone, travel, per diem, material and reproduction costs.

Section 5.04 – Invoicing and Payment: DCI shall invoice Licensee for any fees and direct costs incurred by DCI in providing services under this Agreement excluding Server Support under Section 4.02 and Telephone Support under Section 4.03. Such invoice shall be accompanied by receipts evidencing such costs. Licensee shall pay any such invoice in full within thirty (30) days of receipt.

Section 5.05 – Taxes: Licensee shall pay any and all applicable taxes as invoiced and reasonably documented by DCI (excluding federal income taxes assessed against DCI). Licensee hereby acknowledges and agrees that the fees and amounts invoiced by DCI for performance of services under this Agreement do not include services, sales, use, excise, or personal property taxes or any state or local income taxes. Licensee shall not withhold any such taxes from any amounts invoiced by DCI for providing any services and Licensee shall indemnify DCI for any and all such taxes, including any interest and penalties. Licensee will pay all such taxes, levies or similar governmental charges unless Licensee is able to provide DCI with a certificate of exemption acceptable to the taxing authority that shall enable DCI to also validly and permanently avoid paying the otherwise applicable tax associated with such exemption for Licensee. The burden of proving such exemption and valid avoidance of tax payment for both Licensee and DCI shall be the responsibility of Licensee.

Section 5.06 – Payment: Licensee shall pay DCI all amounts due in U.S. Dollars. Licensee shall remit payment to DCI in accordance with DCI's stated instructions. In addition to any other rights and remedies DCI may have, if any payment due to DCI is not made on the due date: (a) Licensee shall pay

interest on the overdue undisputed amount at the lesser of the rate of eighteen percent (18%) per annum or the highest amount permitted under applicable law; (b) DCI may, upon the provision of advance written notice of at least five (5) business days and an opportunity to cure within the five (5) day period, refuse access to the Licensed Technology to all of Licensee's End Users and/or Named Users if Licensee is over sixty (60) days past due on any payment, except to the extent such past due payments are in good faith dispute; (c) DCI may suspend further deliveries and/or services or support of any kind to Licensee, its End Users, and/or Named Users until all sums overdue from Licensee have been paid in full; and (4) all sums invoiced by DCI shall become immediately due and payable in full.

Section 5.07 – Refund: Notwithstanding anything to the contrary, if this Agreement is terminated or canceled, DCI shall retain all payments, fees, and direct costs paid by Licensee to DCI under this Agreement before the termination or cancellation date (as the case may be), including (without limitation) any and all Fees and any payments to DCI in anticipation of services rendered by DCI to Licensee hereunder.

Section 5.08 – Insurance: Licensee and DCI shall each maintain at their own expense all necessary insurance, including but not limited to, workman's compensation, disability, and unemployment insurance as well as public liability, product liability, property damage, and automobile liability insurance against all losses, claims, demands, proceedings, damages, costs, charges, and expenses for injuries or damage to any person or property arising out of or in connection with this Agreement that are the result of the fault or negligence of such party. Each party shall provide the other party with certification of such insurance upon request.

ARTICLE VI: TERMINATION

Section 6.01 – Termination Limitations: This Agreement shall only be terminated or canceled as provided under this Article.

Section 6.02 – Term: This Agreement shall be valid for the Agreement Term. The Agreement Term shall renew at the end of the first Agreement Term and at the end of each subsequent Agreement Term for a period of one (1) year upon Licensee's payment of the applicable subsequent Fees unless terminated at least thirty (30) days in advance of the end of the first Agreement Term or subsequent Agreement Term, as applicable, by written notice from one party to the other party to this Agreement.

Section 6.03 – Termination: Licensee may terminate this Agreement for convenience upon providing fifteen business days Termination notice to DCI.

Section 6.04 – New Releases: In the event DCI releases a new version of the Licensed Technology or Product or the applicable Licensed Technology reaches its end of life or is no

longer available for distribution by DCI and there will be no more enhancements from DCI ("End of Life Software"), DCI will provide support for the then current Agreement Term. Thereafter DCI may choose not to renew maintenance for such Agreement Term for such prior release or End of Life Software.

Section 6.05 – Cancellation for Cause: If Licensee violates its obligations under this Agreement DCI may cancel this Agreement by sending Cancellation Notice describing the noncompliance to Licensee. Upon receiving Cancellation Notice, Licensee shall have ten (10) business days from the date of such notice to cure any such noncompliance. If such noncompliance is not cured within the required ten day period, DCI shall have the right to cancel this Agreement as of the eleventh business day after the date of the Cancellation Notice. This Agreement may be terminated immediately by DCI, in DCI's sole discretion, in the event the Licensee provides notice of change of control or request consent to assign this Agreement to a competitor of DCI.

Section 6.06 – Effect of Termination or Cancellation: Upon termination or cancellation of this Agreement, Licensee shall promptly (i) cease and desist any and all Licensee, End User, and Named User use of the Product; (ii) return or, if so directed, destroy any copies of the Confidential Information in the possession or control of Licensee, End Users, and/or Named Users, and any copies of the Product in the possession or control of Licensee, End Users, and/or its Named Users; and (iii) provide DCI with a certificate of compliance with this section signed by an authorized representative of Licensee. Upon termination or cancellation of the Agreement pursuant to Section 6.05 (Cancellation or Cause), Section 6.07 (Nonpayment), or Section 6.08 (Cancellation for Bankruptcy), DCI shall have the right to immediately disable Licensee's use of the Licensed Technology. Licensee shall take immediate steps to remove such Sublicense, End User, and Named User's ability to access the Licensed Technology, or access the functionality of the Licensed Technology and return to DCI such Licensee, End User, and Named User's Licensed Technology (if any), including any Documentation, electronic media, instructions, and all related materials furnished to such Licensee, End User, and/or Named Users.

Section 6.07 – Nonpayment: Notwithstanding anything to the contrary, Licensee's failure to pay an invoice when due, (except for any claim of set-off and/or recoupment) shall be sufficient cause for cancellation of this Agreement by DCI as provided hereunder. DCI shall exercise such right of cancellation by submitting Nonpayment Notice to Licensee. Upon receipt of Nonpayment Notice, Licensee shall have five (5) business days to cure the nonpayment. If Licensee fails to cure the nonpayment within such five (5) business days, DCI shall have the right to cancel this Agreement as of the sixth (6th) business day after the date Licensee received the Nonpayment Notice. Licensee termination for Nonpayment for any fees shall automatically terminate Licensee's license

rights granted under this Agreement. Termination of the license granted under this Agreement shall immediately terminate any and all Maintenance Services to Licensee provided under this Agreement. In the event Licensee terminates its license rights granted under this Agreement, any reinstatement or re-licensing of such license rights to Licensee will require payment by Licensee of a license fee at the current rates for new DCI customers at the sole discretion of DCI.

Section 6.08 – Cancellation for Bankruptcy: DCI shall have the right to cancel this Agreement immediately by written notice to Licensee in the event (i) of an assignment by Licensee for the benefit of creditors; (ii) of Licensee's admitted insolvency; (iii) of Licensee's dissolution or loss of charter by forfeiture; (iv) Licensee is adjudged bankrupt or insolvent by a United States court of competent jurisdiction; (v) a trustee or receiver is appointed for Licensee or its assets or any substantial part thereof; (vi) Licensee files a voluntary petition under any bankruptcy or other similar law providing for its reorganization, dissolution, or liquidation; or (vii) Licensee consents to the appointment of a receiver or a trustee for itself or its assets or any substantial part thereof.

Section 6.09 – Final Invoice: Within thirty (30) days after the termination or cancellation of this Agreement. DCI shall invoice Licensee for any outstanding amounts due. Licensee shall pay any and all such amounts in full within thirty (30) days after the date such invoice is received.

ARTICLE VII: WARRENTY

Section 7.01 – GCIC Warranty: DCI acknowledges that meeting GCIC's current implementation requirements is a major component to the value provided by the Licensed Technology. To this end, DCI warrants that DCI will, within a commercially reasonable time period after receipt of notice from GCIC, test and install necessary updates as mandated by the GCIC to maintain compatibility between the Licensed Technology and current GCIC implementation requirements free of charge to Licensee if made available generally and at no charge to DCI's customer base. Notwithstanding any language to the contrary in this Agreement, Licensee's sole and exclusive remedy for any breach of any warranty set forth in this section is to return the failing item of Licensed Technology and related services and receive a refund of all fees paid by Licensee to DCI hereunder for such Licensed Technology and related services from the date the matter was first reported to DCI. Notwithstanding anything to the contrary and for clarification purposes, the Licensed Technology is required to meet the implementation requirements for the current GCIC information systems only as such systems may be reasonably updated by GCIC. DCI shall no longer be required or responsible for providing connectivity and/or compatibility to the GCIC information systems if GCIC replaces the GCIC information systems currently in place as of the Effective Date with a substantively different system, rather than GCIC

providing compatibility updates to the GCIC information system currently in place.

SECTION 7.02 DISCLAIMER: THE WARRANTY SET FORTH IN SECTION 7.01 IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES OF MERCHANTABILITY, THE WARRANTIES SET FORTH IN SECTION 7.01 IS LIMITED TO THE LICENSED TECHNOLOGY AND DOES NOT APPLY TO ANY THIRD PARTY SOFTWARE OR TECHNOLOGY. EXCEPTING THE WARRANTIES EXPRESSLY ACKNOWLEDGED HEREUNDER, DCI HEREBY DISCLAIMS AND LICENSEE HEREBY WAIVES ALL WARRANTIES (EXPRESS OR IMPLIED) INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES OF MERCHANTABILITY INCLUDING ANY WARRANTY OF DESIGN OR ANY PATENT, TRADEMARK, OR PROPRIETARY KNOW-HOW WARRANTIES.

Section 7.03 – Product Modifications: Licensee shall not modify the Product without the prior written consent of DCI. If the Product is modified by any party other than DCI, DCI shall be discharged from any other obligations under this Agreement and DCI shall own any such modifications. Any such discharge shall not affect the obligations of Licensee which shall be continuing and binding despite such discharge.

Section 7.05 – Force Majeure: DCI shall not be liable for any failure to perform its obligations under this Agreement because of circumstances beyond the control of DCI, which such circumstances shall include (without limitation) natural disaster, terrorism, riot, sabotage, labor disputes, war, any acts or omissions of any government or governmental authority, declarations of governments, transportation delays, power failure, computer failure, telecommunications failure, industrial disturbances, acts of GOD, floods, lightening, shortages of materials, rationing, earthquake, casualty acts of the public enemy, insurrections, embargoes, blockages, temporary unavailability of qualified service personnel at DCI's office due to support calls received before Licensee's call, failure of Licensee to cooperate with the reasonable requests of DCI, misuse of the Licensed Technology or Product by Licensee, End Users, or Named Users, breach of this Agreement by Licensee, and any other events reasonably beyond the control of DCI.

Section 7.06 – Licensee Indemnification: Licensee shall release, defend, indemnify and hold harmless DCI and its officers, directors, employees, consultants, and agents, from and against any and all claims, actions, liability, expenses, costs or losses arising from or in connection with: (i) access to and/or use of the Product by Licensee its End Users and/or Named Users (including, without limitation, any claim by third parties for breach of warranty, negligence, libel, slander, invasion of privacy or false advertising); (ii) access to the Product by Licensee, its End Users, and/or Named Users; (iii) any use, modification, or performance of the Product; (iv) the

Maintenance Services; (v) the acts (or any failure to act) of Licensee, its End Users, and/or its Named Users hereunder; (vi) any breach by licensee, its End Users, and/or Named Users of the obligations of Licensee hereunder; (vii) or any creation of derivative works based on the Product. Licensee hereby releases DCI from (and hereby waives) any and all claims and rights of Licensee under any previous or current license, maintenance or support agreement, if any.

Section 7.07 – NCIC License: Licensee hereby represents and warrants that Licensee has acquired the necessary rights to validly access and use NCIC and FCIC and that Licensee shall retain such rights for the applicable Agreement Term.

Section 7.08 – Licensee Data Warranty: Licensee hereby represents and warrants that Licensee possesses all necessary rights, title, and interest in the Licensee Data Free and Clear of any encumbrances, third-party interests, and restrictions for purposes of using the Licensed Technology and any services under this License.

Section 7.09 – Lawful Purpose: Licensee represents and warrants that Licensee Data and all Licensee access to the Licensed Technology and any services shall not violate any contract, statute, rule, regulation, or other obligation under which Licensee is bound.

Section 7.10 – Continuation: The terms and provisions of the Article shall survive termination and cancellation of this Agreement.

Section 7.11 – LICENSOR IDEMNIFICATION: DCI will indemnify, defend, and hold harmless Licensee for any claim brought against Licensee due to any conduct, act, or failure to act by DCI which arises out of any duty or responsibility associated with the performance of this Agreement. The duty to defend shall include all reasonable attorney's fees, expert fees, court costs, or any other reasonable and necessary expense to manage the claim, lawsuit, litigation, or action of any kind.

ARTICLE VIII: INTELLECTUAL PROPERTY

Section 8.01 – Ownership and Title: Title to the Product, including ownership rights to patents, copyrights, trademarks, trade secrets and any and all derivative works in connection therewith shall be the exclusive property of DCI. The Product shall not be deemed a "work made for hire" under the U.S. Copyright Act, 17 U.S.C. § 101, et seq. Except as provided under Section 3.01, Licensee hereby acknowledges and agrees that Licensee shall not have or accrue any rights, title or ownership interests to the Product including any ownership rights to patents, copyrights, trademarks and trade secrets therein. Licensee hereby assigns, transfers and conveys to DCI any and all rights, title and interests Licensee may have or accrue in the Product including (without limitation) any and all copyrights, trademarks and trade secrets and patents in connection therewith. Licensee shall not contest or aid in contesting the ownership or validity of the trademarks service marks, trade

secrets or copyrights of DCI. Licensee shall fully cooperate with DCI and provide DCI any and all assistance reasonably requested by DCI for purposes of securing, maintaining and enforcing any and all rights, title and interests DCI may have or accrue in the Product. This Agreement and the License granted herein are not a sale of a copy of the Product and do not render Licensee the owner of a copy of the Product. Ownership of the Product and all components and copies thereof shall at all times remain with DCI, regardless of who may be deemed the owner of the tangible media in or on which the Product may be copied, encoded or otherwise fixed.

Section 8.02 – Confidential Information: Licensee shall maintain Confidential Information of DCI in strict confidence. Licensee shall not disclose Confidential Information of DCI except to Authorized Persons. Licensee shall not duplicate, use or disclose Confidential Information of DCI except as otherwise permitted under this Agreement. DCI shall not disclose Confidential Information of Licensee to any third party except as may be necessary for DCI's performance of this Agreement.

Section 8.03 – Trade Secrets: Licensee hereby acknowledges and agrees that the Confidential Information of DCI derives independent economic value (actual or potential) from not being generally known to other persons who can obtain economic value from its disclosure or use and from not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; is the subject of reasonable efforts by DCI under the circumstances to maintain its secrecy; and is a trade secret of DCI as defined under Chapter 688 of the Florida Statutes [§688.002(4)] and the Restatements.

Section 8.04 – Proprietary Notices: Licensee shall not remove or alter any trade secret or copyright notices or proprietary legends displayed by DCI in connection with the Product. Licensee shall take such reasonable security precautions as necessary to prevent unauthorized copying or disclosure of the Product and shall insure that ownership of the Product by DCI is disclosed by prominent and appropriate display of DCI's Proprietary Notice and any other trade secret and copyright notices on each and every part of the Product and by prominent and appropriate display of the DCI trade name and trademarks on the Product.

Section 8.05 – Employee Pirating: Licensee shall not induce or solicit (directly or indirectly) any Associate to leave the employ or hire of DCI. Licensee shall not engage (directly or indirectly) the services of such Associate, during the Agreement Term or within one (1) year following the termination or cancellation of the Agreement, (as an employee, consultant, independent contractor, or otherwise) without advance written consent of DCI.

Section 8.06 – Noncompetition: Licensee agrees that Licensee shall not create, license, sublicense, market, or distribute any software similar to or competitive with the Product.

Section 8.07 – Continuation: The terms and provisions of this Article shall survive termination and cancellation of this Agreement.

ARTICLE IX: MISCELLANEOUS

Section 9.01 – Assignments: All assignments of right under this Agreement by Licensee without the prior written consent of DCI shall be void.

Section 9.02 – Public Announcement: Will be voted on at public meeting.

Section 9.03 – Entire License: This Agreement contains the entire understanding of the parties and supersedes previous verbal and written agreements between the parties concerning licensing of the Product. In the event of a conflict, discrepancy, or inconsistency between this Agreement and any other agreement, the terms and provisions of this Agreement shall prevail and control.

Section 9.04 – Amendments and Modifications: Alterations, modifications or amendments of a provision of this Agreement shall not be binding unless such alteration, modification or amendment is in writing and signed by DCI and Licensee.

Section 9.05 – Severability: Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance shall be prohibited by or invalid under applicable law, such provision shall be reduced to such scope as is reasonable and enforceable if possible. Otherwise such provision shall be ineffective to the extent of such prohibition or invalidity without it invalidating the remainder of the provisions of this Agreement or the applications of the provision to the other parties or other circumstances.

Section 9.06 – Captions: The headings and captions of this Agreement are inserted for reference convenience and do not define, limit or describe the scope or intent of this Agreement or any particular section, paragraph, or provision.

Section 9.07 – Counterparts: This Agreement may be executed in multiple counterparts, each of which shall be an original, but which together shall constitute one and the same instrument.

Section 9.08 – Governing Law: This Agreement is governed by the laws of the state of Georgia as if performed wholly within the state and without giving effect to the principles of conflict of law. Venue shall be Mitchell County, Georgia.

Section 9.09 – Notice: Notices shall be in writing, Notices shall be deemed delivered when delivered by Certified or Registered Mail-Return Receipt Requested, by commercial overnight delivery service or by hand to the address set forth below for DCI and to the address set forth on the signature page of this Agreement for Licensee. Notice shall be deemed given on the date of receipt-as evidence in the case of Certified or Registered Mail by Return Receipt and in the case of commercial express delivery by electronic or written delivery confirmation.

DCI:
Diverse Computing, Inc.

Address:
3717 Apalachee pkwy,
Suite 102
Tallahassee, Florida 32311

Section 9.10 – Pronouns/Gender: Pronouns and nouns shall refer to the masculine, feminine, neuter, singular or plural as the context shall require.

Section 9.11 – Waiver: Waiver of breach of this Agreement shall not constitute waiver of another breach. Failing to enforce a provision of this Agreement shall not constitute a waiver or create an estoppel from enforcing such provision. Any waivers of a provision of this Agreement shall not be binding unless such waiver is in writing and signed by the party waiving such provision.

Section 9.12 – Relationship of the Parties: It is agreed that the relationship of the parties is primarily that of licensee and licensor. Nothing herein shall be constructed as creating a partnership, an employment relationship, or an agency relationship between the parties, or as authorizing either party to act as agent for the other. Each party shall maintain its separate identity.

Section 9.14 – Assurances: Each party hereby represents and warrants that all representations, warranties, recitals, statements and information provided to each other under this Agreement are true, correct and accurate as of the Effective Date to the best of their knowledge.

Section 9.15 – Binding Authority: This Agreement is binding upon each party to this Agreement, including its respective officers, agents, servants, employees, attorneys, licensees, related companies, heirs, assigns, and successors.

Section 9.16 – Litigation Expense: In the event of litigation or arbitration arising out of this Agreement, each party shall pay its own costs and expenses of litigation or arbitration (excluding fees and expenses of arbitrators and administrative fees and expenses of arbitration).

Section 9.17 – Equitable Remedies: The parties hereby acknowledge that in certain cases damages at law may be an inadequate remedy to DCI. Therefore, in such cases DCI shall have the right of specific performance, injunction or other equitable remedy in the event of a breach of this Agreement by Licensee.

Section 9.18 – Survival: Articles I, VII, VIII, IX and Sections 3.09, 5.05, 5.06, 5.07, 6.06 and 6.09 shall survive termination and cancellation of this Agreement.

IN WITNESS WHEREOF, this Agreement has been
executed as of the Effective Date.

DCI:
DIVERSE COMPUTING, INC.

BY: _____

Print Name: Craig Gibbens

Title: President

Date: _____

Address: 3717 Apalachee Pkwy, Ste. 102
Tallahassee, FL 32311

WITNESS:

As to DCI

LICENSEE:
MITCHELL COUNTY, GEORGIA

BY: _____

Print Name: _____

Title: _____

Date: _____

Address: _____

WITNESS:

As to Licensee

EXHIBIT A
TO
SOFTWARE LICENSE AND MAINTENANCE AGREEMENT
BETWEEN
DIVERSE COMPUTING, INC.

AND

MITCHELL COUNTY, GEORGIA ("LICENSEE")

SOFTWARE AND FACILITY DESCRIPTION

The term "Server" shall mean one of the following (please check as applicable):

☐ a single computer system (including operating system software) compatible with the Licensed Technology that is owned (or leased) by Licensee and located at the specific Authorized Facility of Licensee, namely _____. Licensee shall be required to pay for a license under this Agreement for the Localized Software located at the specific Authorized Facility of Licensee, which contains the server side components.

☒ a single computer system (including operating system software) compatible with the Licensed Technology that is owned (or leased) by DCI for which Licensee has a valid licensed right to access and is located at an Authorized Facility that is identified as either a DCI facility or a third party authorized location. Licensee shall not be required to pay for a license under this Agreement for the Localized Software located at the Authorized Facility of DCI or such authorized third party, which contains the server side components.

The Authorized Facilities of Licensee are located at (please check as applicable):

☒ MITCHELL COUNTY E-911

☒ Third party authorized location, namely, GBI

The term "Localized Software" shall mean the following computer software packages in object code (please check as applicable if Licensed):

☒ eAgent Server

☒ eAgent Manageable Archive of Retrievable Transactions (MART) Software (server side components)

☒ eAgent Client Manager (ECM) Software (server side components)

The term "Multiple User Software" shall mean the following computer software in object code:

☒ eAgent 2.0

☐ eAgent X2 Advanced Authentication

☒ eAgent Manageable Archive of Retrievable Transactions (MART) Software (User Interface)

☒ eAgent Client Manager (EMC) Software (User Interface)

EXHIBIT B
TO
SOFTWARE LICENSE AND MAINTENANCE AGREEMENT
BETWEEN
DIVERSE COMPUTING, INC.

AND

MITCHELL COUNTY, GEORGIA ("LICENSEE")

FEES

Any capitalized term not otherwise defined in the Exhibit shall have the meaning as set forth for the same term under the Agreement incorporated herein by this reference.

The Fees shall be calculated as follows:

Licensee shall pay to DCI the Fees as set forth below payable in advance on or Prior to the Effective Date and on or prior to each succeeding anniversary of the Effective Date for each whole or partial year in which such applicable product, service, or support is licensed and/or such applicable Devices, Application Interfaces, locations, and/or Named Users, receive access to the Licensed Technology. All amounts are in US Dollars. An individual Device may have one or more End User.

Licensee shall also pay to DCI the applicable Fees established in the Exhibit on a pro-rated basis for each additional number of Devices, Named Users, Application Interfaces, and/or locations as applicable that access the Licensed Technology per year or partial year, payable in advance in the month immediately succeeding the month in which such additional Devices, Named Users, Application Interfaces, and/or locations first receive access to the Licensed Technology. Thereafter the Fees for such additional number of devices, Named Users, Application Interfaces, and/or locations shall be payable on or prior to each succeeding anniversary of the Effective Date with the applicable Fees for all other Product, support, and/or services.

Subject to the terms and conditions of the Agreement, DCI agrees to license the Licensed Technology **services, and/or support** to Licensee at the Fees and terms established in this Exhibit. Following the initial Agreement Term, DCI will provide sixty (60) days' notice of any Fee increase.

<u>Product/Service</u>	<u>Amount</u>	<u>Annual Fee</u>	<u>Price/Fee</u>
eAgent Gateway	<u>1</u> Device	YES	<u>\$2,250.00</u>
eAgent 2.0	<u>15</u> Named Users	YES	<u>\$2,750.00</u>

The initial Fee(s) shall be an amount of money equal to \$5,000.00 (DUE 12/1/2023).

The Fee(s) for year two shall be an amount of money equal to \$Same as Above (DUE 12/1/2024).

DCI:
DIVERSE COMPUTING, INC.

LICENSEE:
MITCHELL COUNTY, GEORGIA

By: _____

By: _____

Print Name: Craig Gibbens

Print Name: _____

Title: President

Title: _____

Date: _____

Date: _____

EXHIBIT C
ADDENDUM
TO
SOFTWARE LICENSE AND MAINTENANCE AGREEMENT
BETWEEN

DIVERSE COMPUTING, INC.

AND

MITCHELL COUNTY, GEORGIA ("LICENSEE")

ADDITIONAL LICENSEES

Any capitalized term not otherwise defined in this Exhibit shall have the meaning as set forth for the same term under the Agreement incorporated herein by this reference.

The Fees for additional licenses shall be calculated as follows:

Licensee shall pay to DCI the applicable Fees set forth below on a pro-rated basis for each additional number of Devices, Named Users, Application Interfaces, and/or location as applicable, that access the Licensed Technology per year or partial year, payable in advance in the month immediately succeeding the month in which such additional Devices, Named Users, Application Interfaces, and/or locations first receive access to the Licensed Technology. Thereafter the Fees for such additional number of Devices, Named Users, Application Interfaces, and/or locations shall be payable on or prior to each succeeding anniversary of the Effective Date with the applicable Fees for all other Product, support, and/or services.

Subject to the terms and conditions of the Agreement, DCI agrees to provide the additional licenses to access the Licensed Technology, services, and/or support to Licensee in return for the additional Fees and terms calculated in this Exhibit. DCI will provide sixty (60) days' notice of any Fee increase.

Additional Product/Service	Additional Amount X Current License Fee	X	Pro-Rated Amt*	=	Price/Fee
eAgent Client for Desktop	__Seats (per Device)		/12	\$	Annual Fee
eAgent Client for Mobile	__Seats (per Device)		/12	\$	Annual Fee
eAgent Client for Handhelds	__Named Users (per Named User)		/12	\$	Annual Fee
eAgent Client for Web	__Named Users (per Named User)		/12	\$	Annual Fee
eAgent X2 Advanced Authentication	__Named Users (per Named User)		/12	\$	Annual Fee
Maintenance Services	__Named Users		/12	\$	Annual Fee

The Total Additional Fees shall be an amount of money equal to: \$_____

Payment Date Due for Additional Fees: _____
Date of Access to the Licensed Technology for Additional Licensees: _____

*Number of Whole or Partial Months remaining in the applicable Agreement Term
12 months = Pro-Rated Amount

Upon execution of the Addendum, the total number of licenses under the Agreement shall be as follows:

<u>Product/Service</u>	<u>Amount</u>	
eAgent Client for Desktop	<u>00</u>	Seat
eAgent Client for Mobile	<u>00</u>	Seat
eAgent Client for Handhelds	<u>00</u>	Named Users
eAgent Client for Web	<u>00</u>	Named Users
eAgent X2 Advanced Authentication	<u>00</u>	Named Users

DCI:

DIVERSE COMPUTING, INC.

By: _____

Print Name: Daniel G. Percy

Title: President

Date: _____

LICENSEE:

MITCHELL COUNTY, GEORGIA

By: _____

Print Name: _____

Title: _____

Date: _____



Agenda Item Coversheet

County Administrator



Agenda Item Coversheet

Finance Officer



Agenda Item Coversheet

County Attorney