

Subject: Open Records Request :: P011825-102324
Date: Monday, October 28, 2024 at 10:35:16 AM Eastern Daylight Time
From: Columbia County Board of Commissioners
To: AO Records

EXTERNAL SENDER

--- Please respond above this line ---

10/28/2024

RE: Open Records Request on 10/23/2024 for Department - Other, Reference # P011825-102324

Dear Khahilia,

The County received a public records request from you on October 23, 2024. Your request mentioned:

"Please see the attached request (GA-COLUMBIA-24-2325)"

The County has reviewed its files and has located responsive records to your request. Please log in to the [Open Records Center](#) at the following link to retrieve the documents. *If reviewing the documents on a phone, you might need to change your setting to allow popups.*

Department: [Other - P011825-102324](#)

Your cost is \$0.00.

If submitting payment as cash, exact change is needed. Checks can be made out to the Board of Commissioners.

If you have any questions, or wish to discuss this further, please contact me.

Sincerely,

Patrice R. Crawley
County Clerk
Board of Commissioners
706.868.3379

630 Ronald Reagan Drive * Building B 2nd Floor * Evans, GA 30809

To monitor the progress or update this request please log into the [Open Records Center](#).

Christopher J. Driver

From: Christopher J. Driver
Sent: Thursday, January 25, 2024 1:10 PM
To: Rick Richards, MD
Subject: Draft
Attachments: 01965904.DOCX

Chris Driver, Shareholder

Hull Barrett, PC

1202 Town Park Lane, Suite 209, Evans, Georgia 30809

Telephone: 706-722-4481 • Direct: 706-722-4483 • Fax: 706-650-0925

CDriver@hullbarrett.com

www.HullBarrett.com

WIRE FRAUD ALERT: Do not commence a wire transfer without calling the recipient, at a trusted and independently verified phone number, and verifying the wire instructions.

Disclosure under IRS Circular 230: Unless expressly stated otherwise, nothing contained in this communication is intended or written to be used, nor may it be relied upon or used, (1) by any taxpayer for the purpose of avoiding penalties that may be imposed under the Internal Revenue Code, and/or (2) by any person to support the promotion or marketing of or to recommend any Federal tax transaction(s) or matter(s) addressed in this communication. Any taxpayer should seek independent tax advice with respect to any Federal tax transaction or matter addressed herein.

Confidentiality Notice: This message (and any attachments) is confidential and may contain privileged information. If you have received this message in error, please notify the sender immediately and delete it (and any attachments) without reading, copying or further distributing the same.



SOFTWARE LICENSE AGREEMENT

This Software License Agreement (hereinafter called the “License”) is made and entered into on _____, 2024 (Effective Date”) by and between **Eagle AI Network, LLC**, a software company with a location at 3914 Mullikin Road, Evans, Georgia 30809 (hereinafter the “Contractor” or “Licensor”) and the **Columbia County Board of Elections**, a political subdivision of the state of Georgia, (hereinafter the “BOE” or “Licensee”).

WHEREAS, the BOE has identified a need to contract for software to assist in maintaining its voter registration list (hereinafter “Services”). Said software shall not be used as the sole means to remove a voter from the voter registration list;

WHEREAS, the Licensor desires to provide the BOE a license for software able to perform the above Services and the BOE desires to license Licensor’s software for such purposes;

WHEREAS, the Licensor shall procure any voter registration lists from the Georgia Secretary of State;

NOW THEREFORE, in consideration of the premise, the mutual covenants contained in this License, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Licensor and BOE hereby agree as follows:

1. **Term.**
 - a. **Initial Term.** The initial term of this License shall commence on the Effective Date and expire one (1) year after the Effective Date, unless extended or sooner terminated in accordance with this License.
 - b. **Renewal Term.** Licensee shall have the right to extend this License for five (5) additional one (1) year terms on the same terms and conditions as set forth in this License. Unless Licensee notifies Licensor of its election not to exercise the renewal term at least one (1) month prior to the expiration of the initial term the renewal term shall automatically be exercised without notice or other action of any kind by Licensee.
 - c. **Termination.** Licensee shall have the right to terminate the License immediately, without penalty, upon its learning Licensor’s data and/or Services are found unreliable and/or do not meet the standards of the Licensee.
2. **Licensing Fee.** Licensee shall pay Licensor \$2,000/year for the rights granted herein (“Licensing Fee”). Said Licensing Fee covers the cost of the Eagle AI software, any necessary supporting software, including Claris/Filemaker Pro, and 90 days of installation, training and support. Additional Services are available upon request after approval by the Columbia County Department of Elections or Board of Elections. Rates for Additional Services are in Appendix I.
3. **Licensor Relationship.** In performance of services specified by the SOW under this License, the Licensor is acting as an independent contractor and not as an employee, partner or agent of the BOE. The Licensor shall have no power or authority to bind, represent or act on behalf of the BOE. As an independent contractor, the Licensor will be responsible for the payment of all taxes on the Licensor’s earnings under this License and will not be subject to withholding of income, FICA, or Medicare taxes by the BOE. The Licensor shall have full responsibility for services provided in accordance with the SOW.
4. **Privacy and Data Protection.** Licensor will: (i) comply with all applicable privacy laws; (ii) comply with all standards that relate to privacy laws and the privacy and security of Personal Information; (iii) refrain from any action or inaction that could cause a breach of any privacy laws; (iv) do and execute, or arrange to be done and executed, each act, document and thing Licensee deem necessary in our business judgment to keep Licensee in compliance with the privacy laws; and (v) immediately report to us the theft or loss of Personal Information (other than the Personal Information of Licensor’s own officers, directors, shareholders, employees or service providers).

5. **Amendment of License.** Modifications or changes in this License must be in writing and executed by the parties



bound to this License.

6. Authority to Contract. The individual executing this License on behalf of Licensor covenants and declares that it has obtained all necessary approvals of Licensor's board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Licensor to the terms of this License, if applicable.
7. Licenses, Certifications, Permits, Etc. Licensor covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of Licensor by any and all national, state, regional, County, or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this License. Further, Licensor agrees that its software will perform all Services in accordance with the standard of care and quality ordinarily expected of competent professionals and in compliance with all federal, state, and local laws, regulations, codes, ordinances, or offers applicable to the Project, including, but not limited to, any applicable records retention requirements and Georgia's Open Records Act (O.C.G.A. §50-18-71, et seq.).
8. Assignment. This License, or any interest therein, shall not be assignable by the Licensor to any other party without the prior written consent of the BOE and Licensee.
9. Governing Law/Venue. All issues and questions concerning the construction, validity, enforcement and interpretation of this License, and concerned with work performed under this License, will be governed by and construed under only Georgia law without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than Georgia. The federal and state law courts having jurisdiction over the Columbia County Board of Elections shall have the exclusive jurisdiction for all matters arising from this License. In consenting to jurisdiction, a representative must be named as registered agent in state of Georgia, who can be served in the event of legal action.
10. Indemnification. Licensee and Licensor agree that, regardless of any other provision to the contrary, including but not limited to those contained in Licensor's End User Agreement, there shall be no indemnification obligations between the parties and each party shall be responsible for their, and their employees' and agent's, respective actions/inactions and defense/legal fees related to the same.
11. Miscellaneous.
 - a. This License constitutes the entire License and understanding of Licensor and Licensee, and supersedes all offers, negotiations, agreements, conditions and other Licenses for the Services.
 - b. If any portion of this License is found to be void or invalid, such invalidity shall not effect the remaining terms of this License, which shall continue in full force and effect unless the invalidity, in Licensee's discretion, hinders Licensee's needs for the Services or defeats the overall intent of the License.

This License is an important legal document. Prior to accepting these terms and agreements you should have fully reviewed and understood its contents. You may consult with your attorney before accepting terms and agreements.

(Signature Page Follows)



IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of «BOC_Date».

**COLUMBIA COUNTY
BOARD OF ELECTIONS**

EagleAI Network, LLC

By: Ann Cushman, Chairperson
Columbia County Board of Elections

John W. Richards, Jr., Managing Member

ATTEST

By: Nancy Gay, Secretary and Executive Director
Columbia County Board of Elections

Appendix I
EagleAI NETWORK, LLC, Rate Card

<u>Personnel</u>	<u>Hourly</u>
John W. Richards, Jr., MD	\$150
Senior Programmer	\$150
Programmer	\$100
Data Scientist	\$100
Training	\$75
Tech Support	\$75

Additional Services are available upon request after approval by the BOE.

Invoicing
Monthly

Payments
Net 30 days

Rate Card amounts may be adjusted annually by the then current rate of inflation.

Christopher J. Driver

From: DrR@eagleai.pro
Sent: Thursday, January 25, 2024 4:11 PM
To: Christopher J. Driver
Subject: Re: Draft

Thanks!
Rick

On Jan 25, 2024, at 13:10, Christopher J. Driver <CDriver@hullbarrett.com> wrote:

Chris Driver, Shareholder
Hull Barrett, PC
1202 Town Park Lane, Suite 209, Evans, Georgia 30809
Telephone: 706-722-4481 • Direct: 706-722-4483 • Fax: 706-650-0925
CDriver@hullbarrett.com
www.HullBarrett.com

WIRE FRAUD ALERT: Do not commence a wire transfer without calling the recipient, at a trusted and independently verified phone number, and verifying the wire instructions.

Disclosure under IRS Circular 230: Unless expressly stated otherwise, nothing contained in this communication is intended or written to be used, nor may it be relied upon or used, (1) by any taxpayer for the purpose of avoiding penalties that may be imposed under the Internal Revenue Code, and/or (2) by any person to support the promotion or marketing of or to recommend any Federal tax transaction(s) or matter(s) addressed in this communication. Any taxpayer should seek independent tax advice with respect to any Federal tax transaction or matter addressed herein.

Confidentiality Notice: This message (and any attachments) is confidential and may contain privileged information. If you have received this message in error, please notify the sender immediately and delete it (and any attachments) without reading, copying or further distributing the same.
<01965904.DOCX>

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.