

**INTERGOVERNMENTAL AGREEMENT
FOR SCPDC SOFTWARE LICENSE AND SERVICE AGREEMENT**

This INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into by and between South Central Planning and Development Commission, a political subdivision of the State of Louisiana, domiciled in Terrebonne Parish, Louisiana, hereinafter referred to as "SCPDC," and Lowndes County, Georgia, a political subdivision of the State of Georgia, hereinafter referred to as "Licensee," (individually a "party" and collectively the "parties"), and describes the terms and conditions pursuant to which SCPDC will license to Licensee the use of, and provide support services for, certain software defined herein.

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

1. PARTIES AND PURPOSE

1.1 Licensee is a political subdivision of the State of Georgia.

1.2 SCPDC is a regional planning commission and political subdivision of the State of Louisiana, domiciled in Terrebonne Parish. SCPDC was established by and exists under Louisiana law.

1.3 SCPDC has created a unique suite of government management software modules collectively called MyGovernmentOnline software. This Agreement is entered into between the parties for SCPDC to license the use of software to Licensee under certain terms and conditions and to provide related support services to Licensee.

1.4 The parties enter into this Agreement pursuant to OCGA § 36-69A-8 which states: "Any one or more counties or municipalities in this state may contract with any one or more public agencies of another state to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform; provided, however, that such contract shall be authorized by the governing body of each party to the contract. Such contract shall set forth fully the purposes, powers, rights, objectives, and responsibilities of the contracting parties." Each party is a public agency authorized by law to perform the governmental services, activities, and undertakings set forth herein. This Agreement is authorized by the governing body of each party. This Agreement sets forth fully the purposes, powers, rights, objectives, and responsibilities of the parties.

1.5 This Agreement does not create a partnership, joint venture, franchise, agency, fiduciary, or employment relationship between the parties. Neither party is authorized to bind the other party. In entering into and performing under this Agreement, SCPDC is and will be a licensor of software and an independent contractor providing support services.

2. DEFINITIONS

2.1 "CONFIDENTIAL INFORMATION" means all SCPDC Software listings, Documentation, information, data, drawings, benchmark tests, specifications, trade secrets, object