

CHAMBERS COUNTY COMMISSION MEETING	MAY 2, 2016
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The Chambers County Commission met on Monday, May 2, 2016, at 4:00PM CST with the following members present: Commission Chairman, Joe Blanks, Commissioners, Debbie Wood, Charlie Williams, James Brown, Henry Osborne and David Eastridge. County Engineer Harvill, County Attorney McCoy and County Manager Chambers were also present.

Chairman Blanks called the meeting to order. Commissioner Brown led the pledge of allegiance and Commissioner Osborne gave the invocation. Linda Anderson, County Clerk, conducted a roll call to establish a quorum. District 1 – Present, District 2 – Present, District 3 – Present, District 4 – Present, District 5 – Present, District 6 – Present; County Attorney McCoy – Present

APPROVAL OF MINUTES AND WARRANTS PAYABLE

Commissioner Osborne motioned to adopt the April 18, 2016, minutes and warrants payable and Commissioner Wood seconded it. It was **approved** by the “I” vote with Commissioner Brown abstaining due to his absence at the April 18, 2016 meeting.

RESOLVED: “To adopt the April 18, 2016, minutes and approve the warrants payable”

AGENDA APPROVAL

Chairman Blanks asked for a motion to approve the May 2, 2016, agenda. Commissioner Williams motioned to approve the agenda. Commissioner Brown seconded the motion. It was **approved** by the “I” vote.

RESOLVED: “To approve the agenda for the May 2, 2016, meeting”

NEW BUSINESS

ENGINEER HARVILL

Engineer Harvill requested a resolution to amend the 7 Cent Gasoline fund to add account number 111.44710, accounting for the Federal and State Assistance for the December 23 – 31, 2015, flood disaster. Commissioner Wood motioned to approve the resolution. Commissioner Brown seconded the motion. It was **approved** by the “I” vote.

RESOLVED: “To amend the 7 Cent Gasoline fund to add account number 111.44710, accounting for the Federal and State Assistance for the December 23 – 31, 2015, flood disaster”

COUNTY MANAGER CHAMBERS

County Manager Chambers requested a resolution to approve a budget amendment increasing the General Fund Elections Budget line item 219 by \$2,000.00 and line item 253 by \$9,850.00 (Pages 744-746). Commissioner Williams motioned for the resolution. Commissioner Eastridge seconded the motion. It was **approved** by the “I” vote.

RESOLVED: “To approve a budget amendment increasing the General Fund Elections Budget line item 219 by \$2,000.00 and line item 253 by \$9,850.00”

County Manager Chambers requested a resolution to approve a budget amendment increasing the 10% Interest Revenue Commission Budget line item 171 by \$80.00 and increase the 10% 47102 Revenue line by \$80.00 (Pages 747-748). Commissioner Brown motioned for the resolution. Commissioner Eastridge seconded the motion. It was **approved** by the “**I**” vote.

RESOLVED: “To approve a budget amendment increasing the 10% Interest Revenue Commission Budget line item 171 by \$80.00 and increase the 10% 47102 Revenue line by \$80.00”

ATTORNEY MCCOY

Attorney McCoy requested a resolution to accept a letter of engagement for contract between Jackson Thornton Certified Public Accountants of Montgomery, Alabama, and Chambers County Commission for \$12,000.00, to perform the 2015 financials audit (Pages 749-753). Commissioner Wood motioned for the resolution. Commissioner Osborne seconded the motion. It was **approved** by the “**I**” vote. Attorney McCoy noted that any work outside the scope of the contract would require Commission approval.

RESOLVED: “To accept a letter of engagement for contract between Jackson Thornton Certified Public Accountants and Chambers County Commission for \$12,000.00 to perform the 2015 financials audit”

Attorney McCoy requested a resolution approving a contract with Video ICU for IT consulting work, for May 1, 2016 to September 30, 2017, at the cost of 2,500.00 per month (Pages 754-758). Commissioner Williams motioned for the resolution. Commissioner seconded the motion. It was **approved** by the “**I**” vote.

RESOLVED: “To approve a contract with Video ICU for IT consulting work for May 1, 2016 to September 30, 2017, at the cost of 2,500.00”

Attorney McCoy requested resolution #5-2-16A, approving a public hearing for June 6, 2016, at 3:45PM CST in the Commission Chambers, regarding the vacation of Kirk Street, located in a Chambers County Industrial Park (Pages 759-761). Commissioner Brown motioned for the resolution. Commissioner Eastridge seconded the motion. It was **approved** by the “**I**” vote.

RESOLVED: “To approve resolution #5-2-16A, approving a public hearing for June 6, 2016, at 3:45 PM CST in the Commission Chambers, regarding the vacation of Kirk Street, located in a Chambers County Industrial Park”

STAFF REPORTS

Engineer Harvill noted that County bridge projects were progressing. County Road 69 work was complete. Work on 12th in Lanett was beginning as well as work on County Road 108.

Commissioner Wood noted stated she had received several calls regarding snake problems in Lanett. She said that the flooding problems had forced a lot of snakes out early and that the public needed to take precautions to keep their property free from infestation.

Manager Chambers noted that ethics forms were due May 1, 2016 and could be completed online.

Chairman Blanks reminded everyone of the next meeting, Monday, May 16, 2016, at 4:00 pm CST.

There was no further business, the meeting adjourned.

I have read the minutes and reviewed the warrants payable. I do hereby **APPROVE** the minutes and warrants payable.

Chairman Joe Blanks

Commissioner Charlie Williams

Commissioner Debbie Wood

Commissioner David Eastridge

Commissioner Henry Osborne

Commissioner James Brown

**Chambers County Commission
Budget Revision Request Form**

(revised 02-01-07)

Department / Division: ELECTIONS

Contact Person (print): REGINA CHAMBERS Title / Position: COUNTY MANAGER

Fund Name: GENERAL FUND Fund #: 001

Account #	Expenditure / Object Code	Description	Approved Amount	Requested Amendments (+ / -)	Revised Budget
51910	219	OTHER MISC SUPPLIES	\$27,150	\$2,000	\$29,150
51910	253	ADVERTISING	\$ 3,000	\$9,850	\$12,850
48000		FUND BALANCE	\$352,181	\$11,850	\$340,331
Total of the requested amendments ==>				\$	

List below the total amount for which the entire **fund** budget was approved at the beginning of the current fiscal year and the sum of the requested amendments shown above.

	Original Approved Budget Totals	+/- Amendments	Revised Budget Totals
Revenues	\$4,931,788	\$ 0	\$ 4,931,788
Transfers In	\$ 200,000	0	\$ 200,000
Expenditures	\$4,879,698	\$ 11,850	\$ 4,891,548
Transfers Out	\$ 641,271		\$ 641,271
Fund Balance	\$ 352,181	\$ 11,850	\$ 340,331

Justification (attach additional pages if necessary): MISC SUPPLIES AND ADVERTISING WERE MORE THAN BUDGETED FOR. A BUDGET AMENDMENT IS NEEDED TO COVER THESE EXPENSES.

Contact Signature: *Regina Chambers* Date Submitted: 5/2/2016
 Committee Recommendation: NA Date Forwarded to Commission: 5/2/2016
 Date Approved by Commission: _____ Attest: _____

* Alabama County Finance Manual (1997), Section 3, Exhibit 15

BUDGET EXPENSE REPORT GENERAL FUND 001

MAY 2, 2016

Account Title Number	BUDGET Number	MONTH TO DATE EXPENSES	YEAR TO DATE EXPENSES	% OF BUDGET EXPENDED	REMAINING BALANCE
Elections					
ELECTIONS SALARIES AND WAGES 001.51910.113	1,000.00	180.00	(1,620.00)	(162.00)	2,620.00
ELECTIONS SOCIAL SECURITY 001.51910.124	100.00	13.77	(123.93)	(123.93)	223.93
ELECTIONS ELECTION WORKERS FEE 001.51910.175	22,000.00	0.00	14,495.18	65.89	7,504.82
ELECTIONS PROFESSIONAL SERVICE 001.51910.190	2,500.00	0.00	0.00	0.00	2,500.00
ELECTIONS OFFICE SUPPLIES 001.51910.211	362.42	0.00	336.93	92.97	25.49
ELECTIONS OTHER MISC. SUPPLIES 001.51910.219	27,150.00	2,169.68	28,632.19	105.46	(1,482.19)
ELECTIONS RENTAL-POLLING HOUSE 001.51910.221	0.00	0.00	0.00	0.00	0.00
ELECTIONS POSTAGE RENTAL & TOI 001.51910.229	0.00	0.00	0.00	0.00	0.00
ELECTIONS R&M BUILDINGS & LAND 001.51910.231	0.00	0.00	0.00	0.00	0.00

MAY 2, 2016

BUDGET EXPENSE REPORT GENERAL FUND 001

Account Title Number	BUDGET	MONTH TO DATE EXPENSES	YEAR TO DATE EXPENSES	% OF BUDGET EXPENDED	REMAINING BALANCE
ELECTIONS SOFTWARE MAINTENANCE 001.51910.235	0.00	0.00	0.00	0.00	0.00
ELECTIONS POSTAGE 001.51910.252	1,750.00	0.00	1,241.16	70.92	508.84
ELECTIONS ADVERTISING 001.51910.253	3,000.00	11,429.83	12,815.51	427.18	(9,815.51)
ELECTIONS TRAVEL 001.51910.262	1,400.00	0.00	791.95	56.57	608.05
ELECTIONS ABSENTEE VOTING EXPE 001.51910.416	5,750.00	0.00	5,750.00	100.00	0.00
ELECTIONS CAPITAL OUTLAY 001.51910.549	0.00	0.00	0.00	0.00	0.00
Total	65,012.42	13,793.28	62,318.99	95.86	2,693.43

**Chambers County Commission
Budget Revision Request Form**

(revised 02-01-07)

Department / Division: 10% INTEREST REVENUE COMMISSION

Contact Person (print): REGINA CHAMBERS Title / Position: COUNTY MANAGER

Fund Name: 10% REVENUE COMM Fund #: 781

Account #	Expenditure / Object Code	Description	Approved Amount	Requested Amendments (+ / -)	Revised Budget
51400	171	10% REV COMM DUES	\$ 0	\$80.00	\$80.00
47102		10% REVENUE COMMISSION	\$ 60	\$80.00	\$140.00
Total of the requested amendments ==>				\$	

List below the total amount for which the entire **fund** budget was approved at the beginning of the current fiscal year and the sum of the requested amendments shown above.

	Original Approved Budget Totals	+/- Amendments	Revised Budget Totals
Revenues	\$62.00	\$ 80.00	\$ 142.00
Transfers In	-	-	-
Expenditures	\$62.00	\$ 80.00	\$ 142.00
Transfers Out	-	-	-
Fund Balance	-	-	-

Justification (attach additional pages if necessary): AAA0 2016 DUES (NOT BUDGETED FOR)

Contact Signature: *Regina Chambers* Date Submitted: 5/2/2016
 Committee Recommendation: NA Date Forwarded to Commission: 5/2/2016
 Date Approved by Commission: _____ Attest: _____

* Alabama County Finance Manual (1997), Section 3, Exhibit 15

BUDGET EXPENSE REPORT 10% INTEREST-REV COMM FUND 781

Account Title Number	BUDGET	MONTH TO DATE EXPENSES	YEAR TO DATE EXPENSES	% OF BUDGET EXPENDED	REMAINING BALANCE
10% INTEREST-REV COMM FUND					
10% REV COMM DUES 781.51400.171	0.00	0.00	80.00	0.00	(80.00)
10% REV COMM OTHER MISC SUPPLI 781.51400.219	62.00	60.00	60.00	96.77	2.00
10% REV COMM ADVERTISING 781.51400.253	0.00	0.00	0.00	0.00	0.00
10% REV COMM TRAVEL 781.51400.262	0.00	0.00	0.00	0.00	0.00
* TOTAL 10% INTEREST-REV COMM	62.00	60.00	140.00	225.81	(78.00)



T 334 834 7660
F 334 956 5090

P.O. BOX 96
MONTGOMERY,
ALABAMA
36101-0096

200 COMMERCE
STREET
MONTGOMERY,
ALABAMA
36104-2591

Alabama
Montgomery
Dothan
Prattville
Wetumpka
Tennessee
Nashville

Chambers County Commission
Regina N. Chambers
County Manager
2 South LaFayette Street
LaFayette, Alabama 36862

Re: Engagement arrangements for compilation of
financial statements as of and for the year
ending September 30, 2015

Dear Mrs. Chambers:

The Objective and Scope of the Engagement

You have requested that we prepare the financial statements of Chambers County, Alabama (the County) for the period indicated above and perform a compilation engagement with respect to those financial statements. We are pleased to confirm our understanding of this engagement, by means of this letter. Our acceptance and understanding of this engagement is subject to our satisfactorily completing our normal engagement acceptance procedures. We will notify you promptly if we become aware of anything during our acceptance procedures that results in our not being able to continue this engagement.

Our Responsibilities

The objective of our engagement is to:

- a. Prepare financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you; and
- b. Apply accounting and financial reporting expertise to assist you in the presentation of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

We will conduct our compilation engagement in accordance with Statements on Standards for Accounting and Review Services (SSARs) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion nor provide any assurance on the financial statements.

E. LANDON CRANE
EDWARD W. SAULS
GEORGE C. SMITH, JR.
L. JERRY MITCHELL
W. TERRY MITCHELL
DENNIS G. FAIN
NED F. SHEPHERD

LUCINDA S. CHAPPELLE
PATTI G. PERDUE
TOMMY R. WEST
THOMAS B. BEDSOLE, JR.
JOHN S. FENDLEY
SUZANNE T. DAVIS
BERDI H. LEE

RICHARD H. POWELL
RENEE B. HUBBARD
DIANE L. STEINHLER
RITA O. BROWN
MARTIN A. LEE
GEORGE F. LENCH
LYVONNIA S. POPPELL

ANTHONY T. GRIGSBY
C. CRENSHAW PRYCHETT, IV
RODRICK B. BALLARD
DENESE B. CULBRETH
J. ROBIN SHORT
CHRIS A. NEUMANN-SCHWANDER
RUSTY J. GOLDEN

JOHNNY P. WEATHERFORD
W. MARK BAKER
JASON B. WILLS
DANIEL R. THOMPSON
J. ROBERT HENUS
J. ADAM CAUSTY

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Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

Our services under this Engagement Letter do not include services for tax return preparation, tax advice, or representation in any tax matter. Nevertheless, we may discuss with you certain tax considerations or provide you with tax information that may be relevant to our services. Any such discussions or information would be based upon limited tax research, limited due diligence, and limited analysis regarding the underlying facts. Because additional research or a more complete review of the facts could affect our analysis and conclusions the information provided during these discussions should not be used as the basis for proceeding with any transaction or any tax return reporting.

Your Responsibilities

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America and assist you in the presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARSS:

- a. The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements.
- b. The preparation and fair presentation of financial statements in accordance with accounting principles generally accepted in the United States of America.
- c. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements.
- d. The prevention and detection of fraud.
- e. To ensure that the entity complies with the laws and regulations applicable to its activities.
- f. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
- g. To provide us with:
 - i. Access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
 - ii. Additional information that we may request from you for the purpose of the compilation engagement.
 - iii. Unrestricted access to persons within the entity of whom we determine it necessary to make inquiries.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee our preparation of your financial statements. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

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County's Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in the County's books and records. The County will determine that all such data, if necessary, will be so reflected. Accordingly, the County will not expect us to maintain copies of such records in our possession.

If, in connection with our compilation you request us to perform accounting services necessary for the preparation of the financial statements (such as, maintaining depreciation schedules, computing the provision for income taxes, drafting the financial statements), you agree to designate an appropriate individual to oversee the services, make all management decisions involved in those services, evaluate the adequacy and results of the services, and accept responsibility for the results of the services.

Other Relevant Information

From time to time and depending upon the circumstances, we may use third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose confidential client information to them. We enter into confidentiality agreements with all third-party service providers and we are satisfied that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others.

Chris A. Neuenschwander is the engagement partner and is responsible for supervising the engagement and authorizing the signing of the report by the Firm.

Fees, Costs, and Access to Work papers

Our fees for these services will be \$12,000 and will be billed periodically as the work progresses. Such bills are payable on presentation and a late charge of 1½ % per month will be imposed for any portion of the billed amount not paid within 30 days of the bill date. We reserve the right to suspend our work and/or to terminate our engagement if any bill is not paid in full within 30 days of the bill date. In the event of suspension of our work or termination of our engagement, such work shall not be resumed and such engagement shall not be reinstated, as the case may be, until the account balance and all late charges are paid in full.

The assistance to be supplied by your personnel in the preparation of schedules and analyses of accounts has been discussed and coordinated with you. The timely and accurate completion of this work is an essential condition to our completion of the engagement, issuance of our compilation report and the fee quoted above.

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a principal or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. Accordingly, the County agrees it will compensate Jackson Thornton & Co., P.C. for any additional costs incurred as a result of the County's employment of a principal or professional employee of Jackson Thornton & Co., P.C.

In the event we are requested or authorized by the County or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the County, the County will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

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The County agrees that it will not include our reports, or otherwise make reference to us, in any public or private securities or debt offering.

Claim Resolution

The County hereby indemnifies Jackson Thornton & Co., P.C. and its principals and employees and holds them harmless from all claims, liabilities, losses, and costs arising in circumstances where there has been a knowing misrepresentation by a member of the County's management, regardless of whether such person was acting in the County's interest. This indemnification will survive termination of this letter.

It is agreed by the County and Jackson Thornton & Co., P.C. or any successors in interest that no claim by or on behalf of either party arising out of services rendered pursuant to this agreement shall be asserted more than two years after the date of the last compilation report issued by Jackson Thornton & Co., P.C.

The County waives any claim for punitive damages. Jackson Thornton & Co., P.C.'s liability for all claims, damages, and costs of the County arising from this engagement is limited to the amount of fees paid by the County to Jackson Thornton & Co., P.C. for the services rendered under this engagement letter.

If any term or provision of this agreement is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

Our Report

As part of our engagement, we will issue a report that will state that we did not audit or review the financial statements and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on them.

You agree to include our accountant's compilation report in any document containing financial statements that indicates that we have performed a compilation engagement on such financial statements and, prior to inclusion of the report, to ask our permission to do so.

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Our Agreement

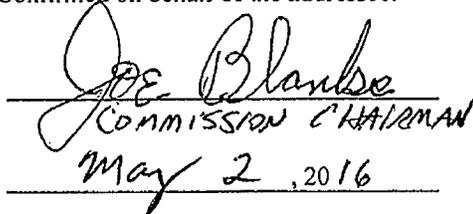
This letter constitutes the complete and exclusive statement of agreement between Jackson Thornton & Co., P.C. and Chambers County, Alabama superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.

Please sign and return the attached copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements for our engagement to prepare the financial statements described herein and to perform a compilation engagement with respect to those same financial statements, and our respective responsibilities.



JACKSON THORNTON & CO., P.C.

Confirmed on behalf of the addressee:



JOE BLANKS
COMMISSION CHAIRMAN
May 2, 2016



Imaging Technology in Motion

CONSULTING AGREEMENT

Between

VideolCU, LLC

And

Chambers County, Alabama

THIS Agreement is entered into by and between VideoICU, LLC, (hereafter the "Company"), a corporation of the State of Alabama, and Chambers County, a County of the State of Alabama, with its principal place of business (Chambers County Courthouse) at 2 S Lafayette Street, Lafayette, Alabama 36862, (hereafter the "County")

WHEREAS Company has agreed to perform the services described herein;

THEREFORE, the parties mutually agree as follows:

1. **SERVICES:** The Company agrees to use reasonable efforts to accomplish the services in ATTACHMENT A ("Services"). Any changes to the Services must be made by mutual agreement in writing. The company's principle contact for the Services shall be Richard Huckaby, CEO, VideoICU, LLC. The County's principal technical contact shall be Jacava Mattison, Chambers County IT Supervisor. The County's principal financial contact shall be Regina Chambers, Chambers County Manager. The County's principle legal contact shall be Claud E. (Skip) McCoy, Jr., County Attorney.
2. **COMPENSATION:** In full and complete compensation for all services provided by the Company under this Agreement, the County shall pay to the Company the amount of \$2500.00 (Twenty Five Hundred Dollars) per month for the TERM, as defined below, of this agreement. Invoices shall be prepared monthly and delivered or emailed to County's principle financial contact listed above. County shall pay Company within thirty (30) days of receipt of Company's invoice. Checks shall be made payable to VideoICU, LLC and mailed to: VideoICU, LLC, P.O. Box 613, West Point, GA 31833, or delivered in hand to Company's principle, Richard Huckaby.
3. **TERM:** This Agreement shall be for a term commencing May 1, 2016 and concluding on September 30, 2017, unless the period is further extended under terms as may be mutually agreed upon in writing.
4. **INDEPENDENT CONTRACTOR:** Company acknowledges that it is an independent contractor providing services to County and is not an employee or agent of County. Company acknowledges that it may not enter into agreements on behalf of County or otherwise obligate County in any manner, and that Company will not hold itself out as having authority to do so.
5. **CONFLICT OF INTEREST:** As of the date of this Agreement, Company represents that it is not a party to any oral or written contract or understanding or legal or regulatory obligation that will in any way limit or conflict with its ability to fulfill the terms of the Agreement.

6. PROPRIETARY INFORMATION: By "Proprietary Information," the parties mean information of a confidential or proprietary nature provided by County to Company, and vice-versa, in connection with the Services. Except as provided in the next sentence, Company and County shall use reasonable efforts not to disclose, in whole or in part, any Proprietary Information to any third party either during the term of this Agreement or for a period of three (3) years following termination of this Agreement. Company shall have no obligation to prevent the disclosure, in whole or in part, of Proprietary Information that is:
- (a) Not identified as Proprietary Information in writing and appropriately marked at the time it is disclosed by County to Company;
 - (b) Already known to Company at the time it is disclosed by County to Company;
 - (c) Known to a third party without the wrongful act or breach of this Agreement by Company;
 - (d) Rightfully received by Company from a third party on a non-confidential basis;
 - (e) Approved for release by written authorization of County;
 - (f) Developed independently by Company without the aid or benefit of Proprietary Information disclosed to Company by County; or
 - (g) Required by law, regulation, subpoena or government or judicial order to be disclosed.

That notwithstanding, Company shall not disclose any personal information or personnel records of employees of the County that the Company may come in contact with from time to time in the execution of this agreement.

7. PUBLICATION RIGHTS: Company and Company Principal Contact shall be free to publish papers or marketing materials dealing with the results of the project sponsored under this Agreement, except that such publication shall not disclose any of County's Proprietary Information (as that term is used in ARTICLE 6) without the written consent of County. Company further agrees to send County a copy of any such proposed publication thirty (30) days prior to submission for publication; if no County response is received within thirty (30) days, the County's consent to publication shall be presumed. Company, on request of County, shall delete any Proprietary Information in the proposed publication. Any papers published shall give appropriate recognition to the support received from County.
8. INTELLECTUAL PROPERTY: The basic policy of the Company, and one of the purposes of this Agreement, is to ensure that the results of research are applied in a manner which best serves the interests of the County and the public while also protecting the interests of the Company. The County hereby acknowledges that under applicable state law the rights and obligations of the Company under this ARTICLE 8. In furtherance of this purpose and policy, the following provisions are mutually agreed to:
- (a) Any invention, whether patentable or not, conceived or developed in the performance of this Agreement by the Company shall vest with the Company.
 - (b) County understands that Company is using certain Company intellectual property that shall not be disclosed outside this Agreement.
9. TERMINATION FOR CAUSE: If either party breaches any provision of this agreement and if such breach is not cured within thirty (30) days after receiving written notice from the other party specifying such breach in reasonable detail, the non-breaching party shall have the right to terminate this agreement by giving written notice thereof to the party in breach, which termination shall go into effect immediately on receipt. ARTICLES 6-8 shall remain in force.
10. NOTICES: Any notice required to be given under this Agreement, and any invoice, payment, or communication associated with the performance of this Agreement shall be deemed made, if delivered either to the address given below or to such other address as may hereafter be specified in writing by the Parties:

If to Company:

Richard H. Huckaby
VideoICU, LLC
P.O. Box 613
West Point, GA 31833

Phone: 706-585-9982
Email: huck@videoicu.com

If to County:

Regina Chambers, County Mgr.
Chambers County Commission Office
2 S Lafayette Street
Lafayette, AL 36862

Phone: 334-864-4341
Email: Regina.Chambers@chamberscountyal.gov

Notice shall be deemed to have been made, if by hand upon the date so delivered; if by registered or certified mail, postage prepaid and return receipt requested.

- 11. USE OF COMPANY'S OR COUNTY'S NAME: General consent to use of Company or County name in local newspapers, radio and television is given by both parties.
- 12. LIABILITY: Each party shall be acting as independent contractors in the performance of this Agreement, and shall be responsible for the payment of claims for loss, personal injury, death, property damage, or otherwise arising out of any act or omission of their respective employees or agents in connection with the performance of the Services for which they may be held liable under applicable law.
- 13. MODIFICATIONS AND NEGOTIATIONS: No waiver, alteration or modification of the provisions in this Agreement shall be binding unless in writing and mutually agreed upon. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. This Agreement may be executed by Facsimile. The parties agree that Facsimile copies of signatures have the same effect as original signatures.
- 14. APPLICABLE LAWS: This Agreement shall be governed in all respects by the laws of the State of Alabama and applicable Federal laws, rules and regulations. Any legal action involving this Agreement will be adjudicated in the State of Alabama.
- 15. FORCE MAJEURE: Neither party will be liable for any failure to perform as required by this Agreement if the failure to perform is caused by circumstances reasonably beyond its control, such as labor disturbances or labor disputes of any kind, accidents, failure of any governmental approval required for full performance, civil disorders or commotions, acts of aggression, acts of God, energy or other conservation measures, explosions, failure of utilities, mechanical breakdowns, material shortages, disease, thefts, or other such occurrences.
- 16. SEVERABILITY: Each paragraph and provision of this Agreement is severable from the entire Agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
- 17. HEADINGS AND TITLES: All titles and articles headings contained in this Agreement are inserted only as a matter of convenience and reference. They do not define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions.
- 18. ASSIGNMENT: Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assigned by County or Company without the prior written consent of the other.
- 19. WAIVER: No failure or successive failures on the part of either party to enforce any covenant or agreement, and no waiver or successive waivers of any condition of this Agreement, shall operate as a discharge of such covenant, agreement, or condition, or render the same invalid, or impair the right of either party to

enforce the same in the event of any subsequent breach or breaches. No failure on the part of either party to this Agreement to exercise, and no delay in exercising, any right, power, or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise thereof or the exercise of any other right.

20. UNAUTHORIZED REPRESENTATIONS: Company shall incur no obligations pertaining to this Agreement as a result of any promise, representation, or statement by anyone without the actual authority to do so. Richard H. Huckaby, CEO, VideoICU, LLC is the only authorized authority for Company.
21. COLLECTION OR ENFORCEMENT COSTS: In the event it becomes necessary for Company or the County to commence collection proceedings or retain an attorney to enforce any of the terms of this Agreement, the non-prevailing party shall pay attorneys' fees and the costs of collection or enforcement incurred by the prevailing party.
22. ENTIRE AGREEMENT: This Agreement, together with any attachments hereto and any amendment or modification that may hereafter be agreed to by the parties in accordance with ARTICLE 19, constitute the entire understanding between the parties with respect to the subject matter hereof and supersede any and all prior understandings and agreements, oral or written, relating hereto.

[Remainder of page intentionally left blank.]

ATTACHMENT A (SERVICES)

IT & Technical Consulting Services for Chambers County Government

This agreement for general IT and technical services for the County as generally described below:

1. Provide on-site or remote (whichever is most suited at the time to expeditiously resolve the issue at hand) IT support, troubleshooting and advice to the IT supervisor on an "as-needed" basis, not to exceed 20 hours monthly.
2. To be reasonably available for such support, during normal business hours. Reasonably, being defined as within a 4 hour window, but generally much sooner. Priority will be placed on system failures, server failures and large scale network failures.
3. Act to instruct and train the IT supervisor on systems, servers and networking, as time permits, beyond the scope of existing capability and training.
4. Provide a level of competency to the County above the normal day-to-day troubleshooting of PC equipment, printers, etc.
5. From time-to-time, act in the place of the IT supervisor, when he is on vacation or medical leave, as long as notification is given at least 48 hours in advance for medical leave and 30 days in advance for vacation.
6. Act as technical liaison for the County to software and IT hardware vendors doing business with the County as needed, within the scope of hours allocated monthly.
7. As part of this consulting agreement, provide technical guidance and assistance on surveillance systems, access control systems, and duress systems (all of which require licensing and we are licensed in the State of Alabama by the AESBL for this)
8. Be available for work outside the scope of this contract, at a quoted labor rate of \$125/hour, provided the scope of work is preapproved by Company and County.

IN WITNESS THEREOF, the parties have executed this Agreement by their duly authorized officers on the date first herein set out:

VideoICU, LLC

By: *Richard H. Huckaby*
 Richard H. Huckaby
 CEO, VideoICU, LLC
 Date: 5/2/16

County of Chambers, Alabama

By: *Regina Chambers*
 Regina Chambers, County Manager
 Date: 5/2/16

By: *Joe Blanks*
 Joe Blanks, Commission Chairman
 Date: 5/2/16

STATE OF ALABAMA

CHAMBERS COUNTY

RESOLUTION NO. #5-2-16A

WHEREAS, the Chambers County Commission has received and reviewed the April 21, 2016 Resolution of The East Alabama Water, Sewer and Fire Protection District; and,

WHEREAS, pursuant to Section 23-4-2, Code of Alabama, 1975, the Chambers County Commission shall consider the vacation of that certain public street known as Kirk Street located in an industrial park of Chambers County, Alabama near the former Fairfax Mill facility; and,

WHEREAS, the said Kirk Street is more particularly described in that certain survey and legal description attached hereto as Exhibit "A" and incorporated herein by reference; and,

WHEREAS, a public hearing is due to be scheduled in regards to this proposed street vacation after due notice is published as required by law.

NOW THEREFORE, BE IT RESOLVED by the Chambers County Commission of Chambers County as follows:

1. That a public hearing on the vacation of Kirk Street is hereby set for Monday, June 6, 2016, at 3:45 P.M. CST.
2. That notice of said public hearing be published in The Valley Times-News once a week for four (4) consecutive weeks prior to the public hearing.
3. That a copy of said notice be published on a bulletin board at the Chambers County Courthouse.
4. That a copy of said notice also be served by U. S. Mail at least thirty (30) days prior to the public hearing on the following abutting land owners as to Kirk Street:

The East Alabama Water, Sewer
& Fire Protection District
P. O. Box 37
Valley, AL 36854

4. That a copy of said notice also be served by U. S. Mail at least thirty (30) days prior to the public hearing on the following abutting land owners as to Kirk Street:

The East Alabama Water, Sewer
& Fire Protection District
P. O. Box 37
Valley, AL 36854

City of Valley, Alabama
P. O. Box 186
Valley, AL 36854

Johnnie B. Thomas
307 Williams Boulevard
Valley, AL 36854

National Culvert Services, LLC
1028 Lamb Division
Valley, AL 36854

ADOPTED by the County Commission of Chambers County, Alabama on this the

2nd day of May, 2016.

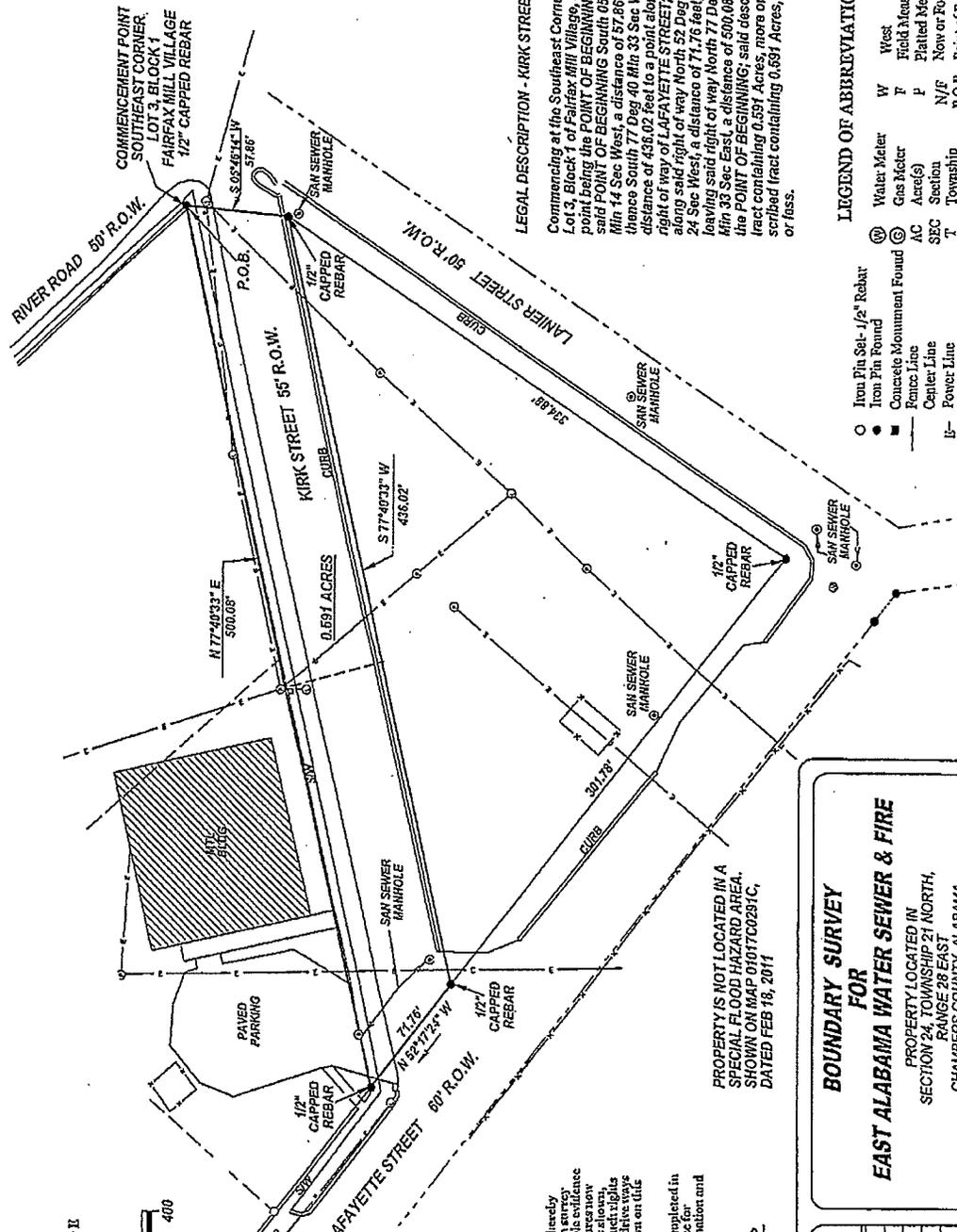
ATTEST:

Linda Anderson
Clerk

CHAMBERS COUNTY COMMISSION

By: Joe L. Blanks
Joe L. Blanks, Chairman

EXHIBIT "A"



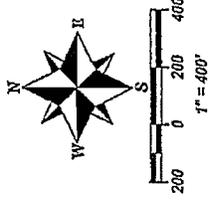
LEGAL DESCRIPTION - KIRK STREET

Commencing at the Southeast Corner of Lot 3, Block 1 of Fairfax Hill Village, said point being the POINT OF BEGINNING; from said POINT OF BEGINNING South 05 Deg 46 Min 14 Sec West, a distance of 57.66 feet; thence South 77 Deg 40 Min 33 Sec West, a distance of 436.02 feet to a point along the right of way of LAFAYETTE STREET; thence along said right of way North 52 Deg 17 Min 24 Sec West, a distance of 71.76 feet; thence North 33 Sec East, a distance of 500.08 feet to the POINT OF BEGINNING; said described tract containing 0.697 Acres, more or less scried tract containing 0.697 Acres, more or less.

LEGEND OF ABBREVIATIONS

- W West
- F Field Measurement
- P Platted Measurement
- N/F Now or Formerly
- P.O.B. Point of Beginning
- ROW Right of Way
- Minutes When Used in a Bearing
- Seconds When Used in a Bearing
- Feet When Used in Distance
- Inches When Used in Distance
- More or Less (or Plus or Minus)
- Line Not To Scale
- Water Meter
- Gas Meter
- AC Acre(s)
- SEC Section
- T Township
- R Range
- N North
- NE Northeast
- NW Northwest
- S South
- SE Southeast
- SW Southwest
- E East
- Iron Pin Set - 1/2" Rebar
- Iron Pin Found
- Concrete Monument Found
- Fence Line
- Center Line
- Power Line
- Calculated Point
- Degrees
- Power Pole
- Power Meter
- Air Conditioner
- Ground Light (Power Underground)
- Flag Pole
- Water Valve

The type of equipment used to obtain the linear and angular measurements used in this plan is Topcon GTS-230 or RECON TDS Data Collector



BEARING BASIS
ALABAMA STATE PLANE
COORDINATE SYSTEM
EAST ZONE
SOURCE: DEED:
PORTION OF
DEED BOOK 2010, PG 1397

I, B. Shawn Gray, a registered land surveyor in the state of Alabama, hereby declare that this plan or map is a true and accurate representation of a survey conducted under my supervision. I further declare that there is no visible evidence of fraud or collusion in this survey. I further declare that the boundaries shown hereon are within the boundaries of same, except as shown, there are no rights of way or easements visible, but is subject to any such rights of way and easements that may be recorded or unrecorded, or joint drive ways on, over, or across title property, visible on the surface except as shown on this plan.

I hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for surveying in the State of Alabama to the best of my knowledge, information and belief.

PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA. SHOWN ON MAP D1017C0281C, DATED FEB 18, 2011

BOUNDARY SURVEY FOR EAST ALABAMA WATER SEWER & FIRE
PROPERTY LOCATED IN SECTION 24, TOWNSHIP 21 NORTH, RANGE 28 EAST CHAMBERS COUNTY, ALABAMA

HARRIS GRAY
ENGINEERS SURVEYORS PLANNERS
CA 1052
953 3rd AVENUE, WESTPOINT, GA 706-848-5685

SHEET 1 OF 1

CLIENT	TONY SEGRESTY
JOB NO.	AL160043
ACAD FILE	BAVIS 4-18-16
FIELD DATE	JUN 11, 2015
DRAWN BY	JSG / JHD, BDDK
REVISIONS	XXXX
	DATE

SURVEYOR'S SIGNATURE: *B. Shawn Gray* ALABAMA LICENSE NUMBER: 25217 DATE: 4-20-16