

<b>CHAMBERS COUNTY COMMISSION MEETING</b>	<b>SEPTEMBER 6, 2016</b>
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The Chambers County Commission met on Tuesday, September 6, 2016, at 4:00PM CST with the following members present: Commission Chairman, Joe Blanks, Commissioners, Debbie Wood, Charlie Williams, Henry Osborne, and David Eastridge. County Engineer Harvill, County Manager Chambers and County Attorney McCoy were also present. Commissioner James Brown was absent.

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

<b>PUBLIC COMMENTS FROM CITIZENS</b>
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Roger Carlisle was in attendance and introduced himself as a candidate for Commissioner in District 2. He stated that his platform was transparency in government.

Peggy Pulliam addressed the Commission regarding road conditions and grass cutting on County Road 9.

<b>COMMENTS FROM ELECTED OFFICIALS</b>
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Commissioner Charlie Williams commented on the passing of Mr. James Franklin and asked for prayers for the family.

<b>BUSINESS UPDATES</b>
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Ken McMillian, Extension Service Coordinator, gave an update on the upcoming Celebration at the Agriculture Center on Thursday, September 8, 2016, from 4:00-6:00 CT. He said this was a great resource for the County and thanked the Commission for their support.

<b>APPROVAL OF MINUTES AND WARRANTS PAYABLE</b>
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Commissioner Osborne motioned to adopt the August 22, 2016, minutes and warrants payable and Commissioner Williams seconded it. It was **approved** by the “I” vote.

**RESOLVED:** “To adopt the August 22, 2016, minutes and warrants payable”

**AGENDA APPROVAL**

Commissioner Williams motioned for the September 6, 2016, agenda to be approved. Commissioner Wood seconded the motion. It was **approved** by the “I” vote.

**RESOLVED:** “To approve the September 6, 2016 agenda”

**NEW BUSINESS**

**ENGINEER HARVILL**

Engineer Harvill requested a resolution coming from the Rules, Ways and Means Committee, to amend the gasoline budget, Fund 111, to reflect a decrease in total revenue and transfers in from \$5,142,564.68 to \$4,890,254.27 (Page 1013). It was **approved** by the “I” vote.

**RESOLVED:** “To amend the gasoline budget, Fund 111, to reflect a decrease in total revenue and transfers in from \$5,142,564.68 to \$4,890,254.27”

Engineer Harvill requested a resolution coming from the Rules, Ways and Means Committee, to amend the gasoline budget, Fund 111, to reflect a decrease in expenditures from \$5,142,564.68 to \$4,890,254.27 (Page 1013). It was **approved** by the “I” vote.

**RESOLVED:** “To amend the gasoline budget, Fund 111, to reflect a decrease in expenditures from \$5,142,564.68 to \$4,890,254.27”

Engineer Harvill requested a resolution coming from the Rules, Ways, and Means Committee, to execute the public works contract with G.W. Norrell Contracting Company, Inc. for \$37,500 for the repairs to bridge 164 over Wells Creek on County Road 224, six miles northeast of LaFayette, project number CCP 09-45-16 (Pages 1014-1026). It was **approved** by the “I” vote.

**RESOLVED:** “To execute the public works contract with G.W. Norrell Contracting Company, Inc. for \$37,500 for the repairs to bridge 164 over Wells Creek on County Road 224, six miles northeast of LaFayette, CCP 09-45-16”

Engineer Harvill requested a resolution coming from the Rules, Ways and Means Committee, to execute the license agreement with Diversified Computer Services from October 1, 2016 through September 30, 2017, for the Highway Department’s Asset Management Computer Program (Pages 1027-1038). The monthly amount is \$750.00. It was **approved** by the “I” vote.

**RESOLVED:** “To execute the license agreement with Diversified Computer Services from October 1, 2016 through September 30, 2017, for the Highway Department’s Asset Management Computer Program for \$750.00 per month”

Engineer Harvill requested a resolution coming from the Rules, Ways and Means Committee, to execute the license agreement with Diversified Computer Services from October 1, 2016 through September 30, 2017, for the Solid Waste Department Landfill's Asset Management Computer Program (Pages 1039-1050). The monthly amount is \$150.00. It was **approved** by the "I" vote.

**RESOLVED:** "To execute the license agreement with Diversified Computer Services from October 1, 2016 through September 30, 2017, for the Solid Waste Department Landfill's Asset Management Computer Program for \$150.00"

### COUNTY MANAGER REGINA CHAMBERS

County Manager Chambers asked for a resolution to approve a budget amendment for the 180 Adult Drug Court Fund increasing the revenue line item 180.46102 ADC Proceeds from 95,000.00 to \$115,000.00 and increasing the expenditure line item 180.51290.290 ADC Direct Support from \$95,000.00 to \$115,000.00 (Page 1051). Commissioner Wood motioned for the resolution. Commissioner Williams seconded it. It was **approved** by the "I" vote.

**RESOLVED:** "To approve a budget amendment for the 180 Adult Drug Court Fund increasing the revenue line item 180.46102 ADC Proceeds from 95,000.00 to \$115,000.00 and increasing the expenditure line item 180.51290.290 ADC Direct Support from \$95,000.00 to \$115,000.00"

County Manager Chambers asked for a resolution to approve a budget amendment for the 100 Special Courthouse Fund increasing revenue line item 100.44800 Fund balance from \$0 to \$3,311.00 and increasing expenditure line items 100.51112.113 Salaries by \$3,043.00, from \$26,357.00 to \$29,400.00 and 100.51112.124 Social Security by \$268.00, from \$1,832.00 to \$2,100.00 to cover two pay periods in the 2015/2016 FY (Page 1052). Commissioner Eastridge motioned for the resolution. Commissioner Osborne seconded it. It was **approved** by the "I" vote.

**RESOLVED:** "To approve a budget amendment for the 100 Special Courthouse Fund increasing revenue line item 100.44800 Fund balance from \$0 to \$3,311.00 and increasing expenditure line items 100.51112.113 Salaries by \$3,043.00, from \$26,357.00 to \$29,400.00 and 100.51112.124 Social Security by \$268.00, from \$1,832.00 to \$2,100.00 for two pay periods in the 2015/2016 FY"

County Manager Chambers presented a resolution to approve the 2016/2017 Alabama Department of Youth Services, Long Term Detention Subsidy Contract designating Lee County Youth Development Center as the Detention facility chosen by Chambers County to receive funds (Pages 1053-1055). Commissioner Williams motioned for the resolution. Commissioner Eastridge seconded it. It was **approved** by the "I" vote.

**RESOLVED:** "To approve the 2016/2017 Alabama Department of Youth Services, Long Term Detention Subsidy Contract designating Lee County Youth Development Center as the Detention facility chosen by Chambers County to receive funds"

**EXTERNAL AFFAIRS COMMITTEE – CHAIRMAN OSBORNE – BOARD APPOINTMENTS**

Commissioner Osborne read a recommendation from the External Affairs Committee to reappoint Mr. Skip McCoy to the Chambers County Recreation Board for a five-year term, retroactive to July 12, 2016, with the term expiring July 12, 2021, coming from Committee with a first and a second, waive first reading on said appointment. It was approved by the “I” vote.

**RESOLVED:** “To reappoint Mr. Skip McCoy to the Chambers County Recreation Board for a five-year term, retroactive to July 12, 2016, with the term expiring July 12, 2021, coming from Committee with a first and a second, waive first reading on said appointment”

Commissioner Osborne read a recommendation from the External Affairs Committee to reappoint Mr. Eugene Blair to the Chambers County Recreation Board for a five-year term, retroactive to July 12, 2016, with the term expiring July 12, 2021, coming from Committee with a first and a second, waive first reading on said appointment. It was approved by the “I” vote.

**RESOLVED:** “To reappoint Mr. Eugene Blair to the Chambers County Recreation Board for a five-year term, retroactive to July 12, 2016, with the term expiring July 12, 2021, coming from Committee with a first and a second, waive first reading on said appointment”

Commissioner Osborne read a recommendation from the External Affairs Committee to reappoint Mr. Danny Berry to the Chambers County DHR Board for a four-year term, retroactive to December 16, 2014, with the term expiring December 16, 2018, coming from Committee with a first and a second, waive first reading on said appointment. It was approved by the “I” vote.

**RESOLVED:** “To reappoint Mr. Danny Berry to the Chambers County DHR Board for a four-year term, retroactive to December 16, 2014, with the term expiring December 16, 2018, coming from Committee with a first and a second, waive first reading on said appointment”

Commissioner Osborne read a recommendation from the External Affairs Committee to appoint Ms. Mary Alsobrook to the Chambers County DHR Board, replacing our late Honorable Sheriff, James C. Morgan, with the term expiring March 4, 2018, coming from Committee with a first and a second, waive first reading on said appointment. It was approved by the “I” vote.

**RESOLVED:** “To appoint Ms. Mary Alsobrook to the Chambers County DHR Board, replacing the late Honorable Sheriff, James C. Morgan, with the term expiring March 4, 2018, coming from Committee with a first and a second, waive first reading on said appointment”

Commissioner Osborne read a recommendation from the External Affairs Committee to appoint Ms. Judy LaFollette to the Chambers County DHR Board, replacing Mr. Kenneth Vines, for a four-year term, retroactive to June 18, 2016, with the term expiring June 18, 2020, coming from Committee with a first and a second, waive first reading on said appointment. It was approved by the “I” vote.

**RESOLVED:** “To appoint Ms. Judy LaFollette to the Chambers County DHR Board, replacing Mr. Kenneth Vines, for a four-year term, retroactive to June 18, 2016, with the term expiring June 18, 2020, coming from Committee with a first and a second, waive first reading on said appointment”

Commissioner Osborne read a recommendation from the External Affairs Committee to reappoint Ms. Dorothy Brumbeloe to the Chambers County DHR Board for a four-year term, retroactive to July 11, 2015, with the term expiring July 11, 2019, coming from Committee with a first and a second, waive first reading on said appointment. It was approved by the “I” vote.

**RESOLVED:** “To reappoint Ms. Dorothy Brumbeloe to the Chambers County DHR Board for a four-year term, retroactive to July 11, 2015, with the term expiring July 11, 2019, coming from Committee with a first and a second, waive first reading on said appointment”

Commissioner Osborne read a recommendation from the External Affairs Committee to reappoint Mr. Jerry Thrower to the East Alabama Water District Board for a four-year term, with the term expiring October 15, 2020, coming from Committee with a first and a second, waive first reading on said appointment. It was approved by the “I” vote.

**RESOLVED:** “To reappoint Mr. Jerry Thrower to the East Alabama Water District Board for a four-year term, with the term expiring October 15, 2020, coming from Committee with a first and a second, waive first reading on said appointment”

Commissioner Osborne read a recommendation from the External Affairs Committee to reappoint Ms. Yvonne Stanford to the East Alabama Water District Board for a four-year term, with the term expiring October 15, 2020, coming from Committee with a first and a second, waive first reading on said appointment. It was approved by the “I” vote.

**RESOLVED:** “To reappoint Ms. Yvonne Stanford to the East Alabama Water District Board for a four-year term, with the term expiring October 15, 2020, coming from Committee with a first and a second, waive first reading on said appointment”

Commissioner Osborne read a recommendation from the External Affairs Committee to appoint Ms. Kay Maxwell to the East Alabama Board of Mental Health, replacing the late Honorable County School Board Member, Clifford Lyons, with the term expiring July 11, 2017, coming from Committee with a first and a second, waive first reading on said appointment. It was approved by the “I” vote.

**RESOLVED:** “To appoint Ms. Kay Maxwell to the East Alabama Board of Mental Health, replacing the late Honorable County School Board Member, Clifford Lyons, with the term expiring July 11, 2017, coming from Committee with a first and a second, waive first reading on said appointment”

Commissioner Osborne read a recommendation from the External Affairs Committee to appoint Mr. Rusty Letson to the East Alabama Board of Mental Health, replacing the late, Mr. Eddie Chandler, with the term expiring July 11, 2017, coming from Committee with a first and a second, waive first reading on said appointment. It was approved by the “I” vote.

**RESOLVED:** “To appoint Mr. Rusty Letson to the East Alabama Board of Mental Health, replacing the late, Mr. Eddie Chandler, with the term expiring July 11, 2017, coming from Committee with a first and a second, waive first reading on said appointment”

Commissioner Osborne read a recommendation from the External Affairs Committee to appoint Mr. Johnny Allen to the East Alabama Regional Planning and Development Board, with a one-year term, expiring September 6, 2017, coming from Committee with a first and a second, waive first reading on said appointment. It was approved by the "I" vote.

**RESOLVED:** "To appoint Mr. Johnny Allen to the East Alabama Regional Planning and Development Board, with a one-year term, expiring September 6, 2017, coming from Committee with a first and a second, waive first reading on said appointment"

Commissioner Osborne read a recommendation from the External Affairs Committee to reappoint Mr. Joe Blanks to the East Alabama Regional Planning and Development Board, with a one-year term, expiring November 30, 2017, coming from Committee with a first and a second, waive first reading on said appointment. It was approved by the "I" vote.

**RESOLVED:** "To reappoint Mr. Joe Blanks to the East Alabama Regional Planning and Development Board, with a one-year term, expiring November 30, 2017, coming from Committee with a first and a second, waive first reading on said appointment"

Commissioner Osborne read a recommendation from the External Affairs Committee to appoint Mr. Jeremy Johnson to the Chambers County Development Authority Board, replacing Mr. Lewis Lowe, with the term expiring April 29, 2018, coming from Committee with a first and a second, waive first reading on said appointment. It was approved by the "I" vote.

**RESOLVED:** "To appoint Mr. Jeremy Johnson to the Chambers County Development Authority Board, replacing Mr. Lewis Lowe, with the term expiring April 29, 2018, coming from Committee with a first and a second, waive first reading on said appointment"

Commissioner Osborne read a recommendation from the External Affairs Committee to reappoint Mr. Byron Pigg to the 911 EMA Board, for a four-year term, retroactive to June 1, 2016, expiring June 1, 2020, coming from Committee with a first and a second, waive first reading on said appointment. It was approved by the "I" vote.

**RESOLVED:** "To reappoint Mr. Byron Pigg to the 911 EMA Board, for a four-year term, retroactive to June 1, 2016, expiring June 1, 2020, coming from Committee with a first and a second, waive first reading on said appointment"

Commissioner Osborne read a recommendation from the External Affairs Committee to appoint Mr. David Ennis to the 911 EMA Board, replacing Mr. Derrick Lamb, for a four-year term, retroactive to June 1, 2016, expiring June 1, 2020, coming from Committee with a first and a second, waive first reading on said appointment. It was approved by the "I" vote.

**RESOLVED:** To appoint Mr. David Ennis to the 911 EMA Board, replacing Mr. Derrick Lamb, for a four-year term, retroactive to June 1, 2016, expiring June 1, 2020, coming from Committee with a first and a second, waive first reading on said appointment"

**COUNTY ATTORNEY SKIP MCCOY**

County Attorney McCoy approached the Commission with a new petition from Greg Shelton requesting that Shelton Fireworks be granted Industrial Park status for 6.224 acres of land in Chambers County. The request would necessitate a Public Hearing which McCoy asked to be held prior to the next Commission Meeting on September 19, 2016, at 3:45pm CST. Commissioner Wood made a motion to have a Public Hearing on the Shelton Fireworks Industrial Park status request. Commissioner Eastridge seconded the motion. It was approved by the "I" vote.

**RESOLVED:** "To have a Public Hearing on the Shelton Fireworks Industrial Park status request on September 19, 2016, at 3:45pm CST prior to the Commission Meeting"

County Attorney McCoy presented an item of business coming out of the Rules, Ways and Means Committee for the Chairman to sign a Business Case Analysis Letter of Interest between Schneider Electric and Chambers County, for Schneider to proceed with a Business Case analysis (Page . It was approved by the "I" vote.

**RESOLVED:** "To authorize Chairman Blanks to sign a Business Case Analysis Letter of Interest between Schneider Electric and Chambers County, for Schneider to proceed with a Business Case analysis"

<b>STAFF REPORTS</b>
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Engineer Harvill said that a new round of mowing would begin this week. He gave an update on the County Road 92 Bridge work which should be finished by next week and the bridge reopened.

Attorney McCoy stated that Jackson Thornton C.P.A. firm has completed the 2015 financial statements for the County Commission and they have been forwarded on to the investment banker for consideration in bond issues and hopefully they will report back to him before the next meeting.

Chairman Blanks reminded everyone of the next meeting, Monday, September 19, 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

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Commissioner Charlie Williams

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Commissioner Debbie Wood

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Commissioner David Eastridge

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Commissioner Henry Osborne

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Commissioner James Brown

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ACCOUNT NUMBER		DESCRIPTION	FY 2016 PROPOSED	YTD	
				Received	% Received
<b>REVENUES</b>					
44222	Projects		\$47,000.00	\$45,946.94	97.76%
44710	Dec 15' Flood, FEMA/ALEMA Grant		\$387,318.41	\$387,318.41	100.00%
44915	Revenue from other Agencies		\$400,000.00	\$311,849.62	77.96%
47310	Sale of Surplus Property		\$498,855.51	\$498,855.51	100.00%
<b>TOTAL REVENUE</b>			<b>\$2,956,460.00</b>	<b>\$2,575,936.93</b>	<b>87.13%</b>
<b>TRANSFERS IN FROM OTHER FUNDS</b>					
61120	Advalorem Tax		\$673,658.77	\$448,763.55	66.62%
61123	Public Highway & Traffic		\$100,000.00	\$100,000.00	100.00%
61124	RRR Fund		\$771,195.71	\$600,420.33	77.86%
<b>TOTAL TRANSFERS IN</b>			<b>\$1,726,011.48</b>	<b>\$1,325,129.63</b>	<b>76.77%</b>
<b>REVENUE PLUS TRANSFERS IN</b>			<b>\$4,682,471.48</b>	<b>\$3,901,066.56</b>	<b>83.31%</b>
48000	Unencumbered Balance from 7 Cent Account Fund Balance (Oct 1st 2015)		\$0.00	\$0.00	\$724,423.66
48000	Unencumbered Balance from Investment CD's Fund Balance (Oct 1st 2015)		\$207,782.79	\$207,782.79	\$564,255.28
<b>TOTAL FUNDS AVAILABLE</b>			<b>\$4,890,254.27</b>	<b>\$4,108,849.35</b>	<b>84.02%</b>

**7 Cent Gasoline**

10.00 83.33%

Fund 111 EXPENDITURES		Account Number: 53100	
OBJECT CODE	DESCRIPTION	FY 2016 PROPOSED	YTD Expended % Expended
121	Retirement	\$85,267.55	\$71,056.29 83.33%
212	Gas & Oil	\$300,000.00	\$204,979.79 68.33%
213	Road Building Materials	\$453,663.63	\$360,645.87 79.50%
215	Tires & Tubes	\$55,000.00	\$50,384.94 91.61%
238	Contracted Maintenance Projects	\$927,500.00	\$816,127.13 87.99%
253	Advertising	\$1,514.41	\$1,262.01 83.33%
Account Number: 59100			
640	5-15' Mack Trucks - (Principal)	\$396,417.00	\$396,417.00 100.00%
<b>TOTAL EXPENDITURES</b>		<b>\$4,890,254.27</b>	<b>\$4,027,364.83 82.35%</b>
<b>TOTAL REVENUES</b>		<b>\$4,890,254.27</b>	<b>\$4,108,849.35 84.02%</b>

**BOND FOR PAYMENT  
OF LABOR, MATERIALS, FEED-STUFFS OR SUPPLIES**

STATE OF ALABAMA  
CHAMBERS COUNTY

KNOW ALL MEN BY THESE PRESENTS: That we G.W. Norrell Contracting Company, Inc. as Contractor, hereinafter called Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the CHAMBERS COUNTY in the penal sum of **Thirty Seven Thousand Five Hundred Dollars, and No Cents (\$37,500)** for the payment of which sum, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

PROVIDED, HOWEVER, that the condition of this obligation is such that whereas the above bound Principal has this day entered into a Contract with the said CHAMBERS COUNTY for constructing the **Repairs to Bridge 164 over Wells Creek located on County Road 224, approximately 6 miles northeast of LaFayette, Alabama, Project Number CCP 09-45-16** a copy of which said Contract is hereto attached.

NOW, THEREFORE, in the event that said Principal as such Contractor shall promptly make payment to all persons supplying him or them with labor, material, feed-stuffs, or supplies for or in the prosecution of the Work provided for in said Contract, that this obligation shall be null and void and of no effect, otherwise to remain and be in full force and effect.

PROVIDED, further, in the event that the said Principal as such Contractor shall fail to make prompt payment to all persons supplying him or them with labor, materials, feed-stuffs, or supplies for or in the prosecution of the work provided for in such Contract, the above bound \_\_\_\_\_ as Surety shall be liable for the payment of such labor, materials, feed-stuffs or supplies and for the payment of reasonable attorney's fees incurred by successful claimants or plaintiffs in suits on said bond as provided in Section 39-1-1, Code of Alabama, 1975, as amended.

**PAGE TWO OF BOND FOR PAYMENT  
OF LABOR, MATERIALS, FEED-STUFFS OR SUPPLIES**

PROVIDED, FURTHER, that said Contractor and Surety hereby agree and bind themselves to the mode of service described in Section 39-1-1, Code of Alabama, as amended, and consent that such services shall be the same as personal service on said Contractor or Surety.

UPON the completion of said Contract pursuant to its terms, if any funds remain due on said Contract, the same shall be paid to said Principal or Surety.

The decision of said CHAIRMAN OF THE CHAMBERS COUNTY COMMISSION upon any question connected with the execution of said Contract, or any failure or delay in the prosecution of the Work by said Principal or Surety, shall be final and conclusive.

The Proposal, Specifications and the Contract herein before referred to, and the Bond for Performance of the Work executed under the provisions of Section 39-1-1, Code of Alabama, 1975, are made a part of this obligation, and this instrument is to be construed in connection therewith.

WITNESS our hands and seals, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

_____ (L.S.)	_____ (L.S.)
WITNESS	CONTRACTOR' SIGNATURE
_____	_____
NAME OF SURETY	TITLE

BY: _____	_____
ATTORNEY	NAME OF CONTRACTOR

SURETY CLAIMS DEPARTMENT  
ADDRESS AND TELEPHONE NUMBER

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
ADDRESS

**NOTICE TO INSURANCE PRODUCER**

**Please print or write legibly your name and complete address below, including PRODUCERS'S COMPANY**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SURETY COMPANY BOND NUMBER(S)

\_\_\_\_\_  
\_\_\_\_\_

Countersigned by Alabama Licensed Insurance Producer for Surety, if Applicable.

\_\_\_\_\_  
NAME AND LICENSE NUMBER

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_

\_\_\_\_\_

**BOND FOR PERFORMANCE OF THE WORK**

STATE OF ALABAMA  
CHAMBERS COUNTY

KNOW ALL MEN BY THESE PRESENTS: That we **GW Norrell Contracting Company, Inc.** as Contractor, hereinafter called Principal and \_\_\_\_\_, as Surety, are held and firmly bound unto the CHAMBERS COUNTY in the penal sum **Thirty Seven Thousand Five Hundred Dollars and No Cents (\$37,500)** for the payment of which well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

PROVIDED, HOWEVER, that the condition of this obligation is such that where-as the above bound Principal have this day entered into a Contract with the said CHAMBERS COUNTY for constructing the **Repairs to Bridge 164 over Wells Creek located on County Road 224, approximately 6 miles northeast of LaFayette, Alabama, Project Number CCP 09-45-16**, a copy of which said Contract is hereto attached.

NOW, THEREFORE, In the event the said Principal shall faithfully and promptly perform said contract and all the conditions and requirements thereof, then this obligation shall be null and void and of no effect, otherwise to remain and be in full force and effect.

PROVIDED, further, that upon the failure of the said Principal to promptly and efficiently prosecute said work, in any respect, in accordance with the contract, the above bound \_\_\_\_\_ as Surety shall take charge of said work and complete the contract at their own expense pursuant to its terms, receiving, however, any balance of the funds in the hands of said State due under said contract. Said Surety may, if they so elect, by written direction given to the CHAIRMAN OF THE CHAMBERS COUNTY COMMISSION, authorize the CHAIRMAN OF THE CHAMBERS COUNTY COMMISSION to advertise for bids to complete the said contract at the expense or said Surety, and such Surety hereby agree and bind themselves to pay the expense of the completion of such work, less any funds in the hands of the remaining due to above bound Contractor.

**PAGE TWO OF BOND FOR PERFORMANCE OF THE WORK**

In the event said Principal shall fail or delay the prosecution and completion of said work and said Surety shall also fail to act promptly as herein before provided, then said CHAIRMAN OF THE CHAMBERS COUNTY COMMISSION may cause ten day notice of such failure to be given, either to said Principal or Surety, and at the expiration of said ten days, if said Principal or Surety does not proceed promptly to execute said contract, the CHAMBERS COUNTY shall have the authority to cause said work to be done, and when the same is completed and the cost thereof estimated, the said principal and sureties shall and hereby agree to pay any excess in the cost of said work above the agreed price to be paid under said contract.

Upon the completion of said Contract pursuant to its terms, if any funds remain due on said Contract, the same shall be paid to said Principal or Surety.

The said Principal and Surety further agree as part of this obligation to pay all such damages of any kind to person or property that may result from a failure in any respect to perform and complete said Contract.

The decision of said CHAIRMAN OF THE CHAMBERS COUNTY COMMISSION upon any question connected with the execution of said Contract, or any failure or delay in the prosecution of the Work by said Principal or Surety, shall be final and conclusive.

The Proposal, Specifications and the Contract, herein before referred to, and the Bond for the Payment of Labor, Materials, Feed-stuffs or Supplies executed under the provisions of Section 39-1-1, Code of Alabama 1975, as amended are made a part of this obligation, and this instrument is to be construed in connection therewith.

WITNESS our hands and seals, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)  
WITNESS CONTRACTOR'S SIGNATURE

\_\_\_\_\_  
NAME OF SURETY TITLE

BY: \_\_\_\_\_  
ATTORNEY NAME OF CONTRACTOR

SURETY CLAIMS DEPARTMENT  
ADDRESS AND TELEPHONE NUMBER

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
ADDRESS

**NOTICE TO INSURANCE PRODUCER**  
**Please print or write legibly your name and**  
**complete address below, including**  
**PRODUCERS'S COMPANY**

\_\_\_\_\_  
\_\_\_\_\_

SURETY COMPANY BOND NUMBER(S)

\_\_\_\_\_  
\_\_\_\_\_

Countersigned by Alabama Licensed  
Insurance Producer for Surety, if Applicable.

\_\_\_\_\_  
NAME AND LICENSE NUMBER

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**END OF  
PROPOSAL**

# COUNTY OF CHAMBERS ALABAMA

## CONTRACT FORMS

**PROJECT NO.: CCP 09-45-16**

SPECIFICATIONS, PROPOSAL, CONTRACT AND BOND FOR CONSTRUCTION  
OF:

REPAIRS TO BRIDGE 164 OVER WELLS CREEK

KNOWN AS PROJECT NO. CCP 09-45-16

LOCATED: ON CR-224, APPROXIMATELY 6 MILES NORTHEAST OF  
LAFAYETTE

IN: CHAMBERS COUNTY, ALABAMA

TYPE: BRIDGE REPAIR

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I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE  
ORIGINAL CONTRACT NOW ON FILE IN THE CHAMBERS COUNTY ENGINEERING  
DEPARTMENT IN LAFAYETTE, ALABAMA.

BY: \_\_\_\_\_  
COUNTY ENGINEER

**CONTRACT**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand \_\_\_\_\_, by and between Chambers County, party of the first part (hereinafter called the County) and **G.W. Norrell Contracting Company, Inc.** party of the second part (hereinafter called Contractor):

**WITNESSETH**

WHEREAS, the County desires the improvement and construction of certain roads hereinafter more particularly described, and the Contractor desires to furnish and deliver all the specified materials and to do and perform all the work and labor for the said purpose;

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and the sum of one dollar (\$1.00) by each of the parties to the other in hand paid, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. The Contractor promises and agrees to furnish and deliver all the specified materials and to do and perform all the work and labor required to be furnished and delivered, done and performed in and about the improvement and construction of the road in **Chambers County, ALABAMA, KNOWN AS THE Repairs to Bridge 164 over Wells Creek located on County Road 224, approximately 6 miles northeast of LaFayette, Project Number CCP 09-45-16** in strict and entire conformity with the provisions of the Contract, and the Proposal and Specifications prepared (or approved) by the Chambers County Engineer, the originals of which are on file in the office of the Chambers County Engineer, and which said Specifications and the Proposal are hereby made a part of this Agreement as fully and to the same effect as if the same had been set forth at length in the body of this Agreement.

2. The County agrees and promises to pay to the Contractor for said Work, when completed in accordance with the Provisions of this Contract, the price as set forth in the said Proposal, amounting approximately to **Thirty Seven Thousand Five Hundred Dollars and No Cent (\$37,500)** payments to be made as provided in said Specifications and pursuant to the terms of this Contract.

CONTRACT  
CCP 09-45-16  
Page 2

3. The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the County and to fully complete the project by **October 14, 2016**.

4. The County agrees to pay the Contractor in current funds for the performance of the contract subject to additions and deductions, as provided in said Specifications.

CONTRACT  
CCP 09-45-16  
Page 3

IN WITNESS WHEREOF, Chambers County has caused these presents to be executed by Joe Blanks, Chairman, Chambers County Commission and **G.W. Norrell Contracting Company, Inc.** the Contractor, has hereto set his or her hand and seal this day and year above written.

CHAMBERS COUNTY, ALABAMA

By: \_\_\_\_\_  
CHAIRMAN  
CHAMBERS COUNTY

CONTRACTOR,

(X) \_\_\_\_\_  
Contractor Firm

(X) \_\_\_\_\_  
AL. Contractor's License Number

Signed, sealed and delivered in the presence of

(X) \_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

By (X) \_\_\_\_\_  
Member of Firm

\_\_\_\_\_  
Title

The within and foregoing contract is hereby approved on this the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
CHAIRMAN  
CHAMBERS COUNTY

**P R O P O S A L**

FOR THE CONSTRUCTION OF  
PROJECT CCP 09-45-16  
CHAMBERS COUNTY, ALABAMA

DATE: 9-2-16PROPOSAL OF G.W. Norrell Contracting Co., Inc.LICENSE NO.: 892 OF Georgiana, AL 36033

For constructing the Repairs to Bridge 164 over Wells Creek located on CR 224, approximately 6 miles northeast of LaFayette, Chambers County, Alabama, Project Number CCP 09-45-16.

The specifications are hereto attached.

TO THE CHAIRMAN OF THE CHAMBERS COUNTY COMMISSION:

SIR: The following proposal is made on behalf of the undersigned and no others. Evidence of authority to submit the proposal is herewith furnished.

The undersigned has carefully examined the specifications for this project and has also personally examined the site of work. On the basis of the specifications, the undersigned proposes to furnish all necessary machinery, tools, apparatus and other means of construction, and do all the work and furnish all specified materials in the manner specified.

The undersigned further agrees to complete the entire project by **October 14th, 2016**.

The undersigned understands that the quantities below are approximate only and are subject to either increase or decrease and hereby proposes to perform any increased or decreased quantities of work in accordance with said specifications.

If you are unable to furnish the items as specified and desire to offer a substitute, please give full description of the items offered as substitutes, otherwise your quotation will not be considered.

GENERAL: All pay items shall meet the Specifications attached and be performed to the satisfaction of the County Engineer. The entire project shall be completed by the calendar date of **October 14<sup>th</sup> 2016**.

This project is locally funded.

By submitting this proposal the contracting parties affirm, for the duration of this agreement, that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien; they shall enroll in the E-Verify program; during the contract period, they shall participate in the E-Verify program and shall verify every employee that is to be verified under state and federal law.

## SPECIFICATIONS AND BID ITEMS PROJECT CCP 09-45-16

Contract Bid Prices shall be for the furnishing and installing of all necessary labor, equipment, and materials to perform the listed items of work *except for those items specifically noted* with which Chambers County shall furnish certain material, labor, or equipment items. Chambers County will provide all Traffic Control elements for the bridge closure. *The price for providing the work for all items below shall be included under Bid Item 1, lump sum amount.*

### GENERAL REQUIREMENTS

The items to be bid are for the Bridge Repairs required in the sections below:

- A) Existing Bridge Elements to be removed by the contractor:
- Guardrail items attached to the Bridge Stringers.
  - Approximately 16' wide by 20' long by 5 1/2" Thick Reinforced Concrete Deck.
  - (6) 12" H Beam Stringers, approximately 20 feet long

NOTE: The Contractor shall load and Chambers County shall haul off all materials noted above at no cost to the project.

- B) Proposed Bridge Elements to be provided by the contractor consist of the following:

1) SUBSTRUCTURE REQUIREMENTS

- a) Raise (4) Wing walls approximately 3' in height, 1' in width, and 10' in length. Contractor will be required to meet ALDOT, 2012 Standard Specification, Sections 501 and 502 as approved by the Engineer.
- b) Raise (2) Abutment walls approximately 3' in height, 2' in width, and 16' in length. Contractor will be required to meet ALDOT, 2012 Standard Specification, Section 501 and 502 as approved by the Engineer.

Note: The Contractor shall provide the minimum excavation, forms, and incidentals to complete the walls and wings as specified above.

2) SUPERSTRUCTURE REQUIREMENTS

- a) Install (6) 12" H Beam Stringers, 20' long, and the angle iron cross bracing. Any components of the existing cross bracing deemed un-salvageable by the Engineer shall be provided by the county.
- b) Install (12) Elastomeric Bearing Pads, ALDOT Type 1.
- c) Install a 16' Wide, 20' Long, and 6" Thick Reinforced Concrete Deck. Chambers County shall furnish all materials for forming of the deck.

Note: Chambers County shall furnish ALDOT, Class A, Structural Portland Cement Concrete and Reinforcing Steel for the deck, abutment walls, and wing walls at no cost to

the project. Chambers County shall also furnish the H Beams and Elastomeric Bearing Pads for the Bridge Stringers at no cost to the project. Chambers County, at no cost to the project, shall furnish and install new guardrail once the contract work is complete and has been accepted.

**BID ITEMS**

The specifications listed for each bid item below are detailed in Sections A and B of the General Requirements:

Item 1: Lump Sum \$ 37,500.<sup>00</sup>

THIS BID MUST BE NOTARIZED,

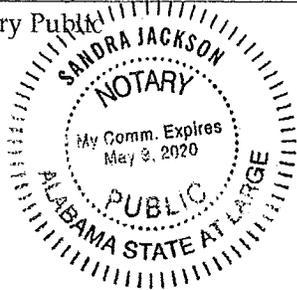
Firm: G. W. Norrell Contracting Co., Inc.

Sworn to and subscribed before me

This the 2 day of Sept, 2016

Sandra Jackson

Notary Public



By: [Signature]

Street Address: P.O. Box 737

City: Georgiana, AL 36033

Date: 9-2-16

Telephone No.: 334-376-2605

**DIVERSIFIED COMPUTER SERVICES, L.L.C.**  
**LICENSE AGREEMENT**  
**(Software & Services)**

THIS AGREEMENT is entered into as of October 1, 2016 ("Effective Date"), by and between Diversified Computer Services, L.L.C., an Alabama limited liability company with its principal office located at 6013 E. Shirley Lane, Suite E, Montgomery, AL 36117, Telephone: (334) 260-8453, Facsimile: (334) 260-8488, Contact and email: Danny Floyd, [dlfloyd@dcs-dcs.com](mailto:dlfloyd@dcs-dcs.com) ("DCS"), and Chambers County Highway Department, a governmental entity with its principal office located at 18107 U.S. Highway 431, LaFayette, Alabama 36862, Telephone: (334) 864-4359, Facsimile: (334) 864-7850, Contact: Josh Harvill, County Engineer ("Licensee").

WHEREAS, DCS has the right to license the Licensed Software, as defined below; and

WHEREAS, the parties desire that DCS license to Licensee non-exclusive rights to use the Licensed Software for Licensee's internal use on computers under the control of Licensee, all in accordance with the terms and conditions thereof;

NOW, THEREFORE, in reliance on the mutual covenants and promises, representations and agreements set forth herein, the parties agree as follows:

1. Definitions.

1.1 "Licensed Software." Computer program(s) specified on the Confidential Product and Price List attached as Exhibit A in object code form only and related user manuals and documentation, together with any additional computer programs, manuals, or documentation that may be licensed in the future or otherwise provided by DCS as updates, upgrades, or modifications to the Licensed Software.

1.2 "Authorized Copies." The number of copies of the Licensed Software for which license fees are fully paid by Licensee and that are authorized for use by DCS in the Confidential Product and Price List attached as Exhibit A. The number of Authorized Copies may be increased by Licensee from time-to-time by purchasing additional licenses as provided in Section 5.

1.3 "Proprietary Rights." All rights in and to copyrights, rights to register copyrights, trade secrets, inventions, patents, patent rights, trademarks, trademark rights, confidential and proprietary information protected under contract or otherwise under law, and other similar rights or interests in intellectual or industrial property.

2. License Grant. Subject to the terms and conditions hereof, DCS hereby grants to the Licensee, and Licensee hereby accepts, a limited, non-exclusive and non-transferable license under the Proprietary Rights of DCS and its licensors to copy, distribute, install, and use the Authorized Modules of the Licensed Software as provided in the Confidential Product and Price List attached as Exhibit A.

3. Restrictions. Licensee may copy and use the Licensed Software only (i) for its intended use as specified in the accompanying documentation for Licensee's internal business operations, and (ii) for Licensee's reasonable back-up and archival purposes. Licensee shall not, in whole or in part, (i) modify, disassemble, decompile, reverse compile, reverse engineer, translate, copy, or in any way duplicate the Licensed Software for any purpose, or attempt to derive a source code language version of the Licensed Software, except as expressly authorized herein; or (ii) permit the Licensed Software to be sublicensed, re-marketed, redistributed, or used as part of a service bureau. All rights not expressly granted to Licensee herein are expressly reserved by DCS.

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4. License and Technical Support Fees for Subscription Licenses. License fees and technical support fees are combined for subscription licenses. Fees and related payment terms are provided on the Confidential Product and Price List attached as Exhibit A, and Licensee shall pay fees in accordance with such terms and conditions. Licensee may purchase additional licenses. The prices stated are exclusive of all taxes based on or in any way measured by the Agreement, the Licensed Software, or any portion thereof, or any services related thereto, excluding taxes based on DCS's net income, but including personal property taxes. Licensee shall pay all such taxes either as levied by taxing authorities or as invoiced by DCS. If Licensee challenges the applicability of any such tax, Licensee shall nevertheless pay such tax and may thereafter challenge such tax and seek a refund thereof.
5. Purchase of Additional Licenses. If Licensee purchases license rights for additional Licensed Software and/or Authorized Copies, such additional licenses shall be governed by the terms and conditions hereof. Except as may be expressly provided on the Confidential Product and Price List attached as Exhibit A, pricing for additional licenses shall be in accordance with DCS's then-current price list, which may be updated by DCS from time to time. Licensee agrees that, absent DCS's express written acceptance thereof, the terms and conditions contained in any purchase order or other document issued by Licensee to DCS for the purchase of additional licenses, shall not be binding on DCS to the extent that such terms and conditions are additional to or inconsistent with those contained in this Agreement.
6. Technical Support Services. DCS shall provide technical support services under the Technical Support Terms attached as Exhibit B.
7. Optional Customization and Implementation Services. DCS provides optional customization and implementation services under the Customization and Implementation Terms attached as Exhibit C.
8. Services. DCS provides optional Services under the Terms attached as Exhibit D.
9. Unwanted Code. The Licensed Software shall not (i) contain any hidden files, (ii) be designed to replicate, transmit, or activate itself without control of a person operating computing equipment on which it resides, (iii) be designed to alter, damage, or erase any data or computer programs without control of a person operating the computing equipment on which it resides, (iv) contain any key, node lock, time-out, or other function, whether employed by electronic, mechanical or other means, which restricts or may restrict use or access to any program or data, based on residency on a specific hardware configuration, frequency or duration of use, or other limiting criteria, or (v) contain any software routines or components designed to permit unauthorized access. If any such feature be discovered by Licensee, DCS shall as soon as commercially possible deliver to Licensee a version of the Licensed Software that does not contain such feature. The foregoing is exclusive and states the entire liability of DCS with respect to violations of this Paragraph 9.
10. Warranty Disclaimers. EXCEPT AND TO THE EXTENT EXPRESSLY PROVIDED HEREIN AND TO THE EXTENT ALLOWED BY LAW, DCS ON BEHALF OF ITSELF AND ITS SUPPLIERS HEREBY DISCLAIMS ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES RESPECTING MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE. LICENSEE ACKNOWLEDGES THAT NO REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS AGREEMENT HAVE BEEN MADE RESPECTING THE LICENSED SOFTWARE OF SERVICES TO BE PROVIDED HEREUNDER, AND THAT LICENSEE HAS NOT RELIED ON ANY REPRESENTATION NOT EXPRESSLY SET OUT IN THIS AGREEMENT. LICENSEE SHALL BE SOLELY RESPONSIBLE

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(Software &amp; Services)

FOR THE SELECTION, USE, EFFICIENCY, AND SUITABILITY OF THE LICENSED SOFTWARE AND DCS SHALL HAVE NO LIABILITY THEREFOR.

11. Proprietary Rights Warranty and Indemnification. DCS represents and warrants that DCS has the authority to license the rights to the Licensed Software which are granted herein. If a claim is made that the Licensed Software infringes any United States patent, copyright, trade secret or other proprietary right, or if DCS believes that a likelihood of such a claim exists, DCS may, in DCS's sole discretion, procure for Licensee the right to continue using the Licensed Software, modify it to make it non-infringing but continue to meet the specifications therefor, or replace it with non-infringing software of like functionality that meets the specification for the Licensed Software; provided, however, if none of the foregoing is commercially reasonably available to DCS, including all copies and portions thereof. DCS shall have no liability to Licensee for any claim of infringement pursuant to this Paragraph 11, if such claim is based on (i) combination of the Licensed Software with data or with other software or devised not supplied by DCS and/or (ii) modifications made to the Licensed Software. The foregoing is exclusive and states the entire liability of DCS with respect to infringements or misappropriation of any Proprietary Rights by the Licensed Software.

12. Disclaimer of Incidental and Consequential Damages; Limitation of Liability. IN NO EVENT SHALL DCS BE LIABLE TO LICENSEE FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF THE LICENSED SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DCS IN THE DELIVERY OF THE LICENSED SOFTWARE, OR IN THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER ANY THEORY INCLUDING CONTRACT AND TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCTS LIABILITY) FOR ANY INDIRECT, SPECIAL OR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, EVEN IF THE PARTY CAUSING SUCH DAMAGES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DCS'S MAXIMUM LIABILITY FOR DAMAGES OF ANY KIND ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES PAID BY LICENSEE TO DCS UNDER THE CURRENT LICENSE AGREEMENT, WITHOUT REGARD TO EXTENSIONS OR RENEWALS.

13. Ownership. Title to the Proprietary Rights embodied in the Licensed Software shall remain in and be the sole and exclusive property of DCS and its licensors, except for certain customizations as provided in Exhibit C attached hereto. Licensee shall not alter, change or remove any proprietary notices or confidentiality legends placed on or contained within the Licensed Software. Licensee shall include such notices and legends in all copies of any part of the Licensed Software made pursuant to the Agreement.

14. Confidentiality of Licensed Software. Licensee acknowledges and agrees that the Licensed Software and all copies thereof are DCS's exclusive property and constitute a valuable trade secret and contains valuable trade secrets consisting of algorithms, logic, design, and coding methodology proprietary to DCS. Licensee shall safeguard the confidentiality of the Licensed Software, using the same standard of care which Licensee uses for its similar confidential materials, but in no event less than reasonable care. Licensee shall not disclose or make available to third parties the Licensed Software or any portion thereof without DCS's prior written consent.

15. Injunctive Relief. The parties hereby agree that any breach of any provision of this Agreement regarding confidentiality or protection of Proprietary Rights would constitute irreparable harm, and that the aggrieved party shall be entitled to specific performance and/or injunctive relief in addition to other remedies at law or in equity.

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16. Subscription Term. The term of this Agreement shall commence as of the Effective Date hereof and shall continue until September 30, 2017. This Agreement is subject to earlier termination as otherwise provided herein.

17. Termination.

17.1 DCS may terminate this Agreement and any license granted to Licensee hereunder at any time if (i) Licensee fails to pay DCS any amount due hereunder when due; (ii) Licensee is in default of any other provision hereof and such default is not cured within 10 days after DCS gives Licensee written notice thereof; or (iii) Licensee becomes insolvent or seeks protection, voluntarily or involuntarily, under any bankruptcy law.

17.2 In the event of any termination of the Agreement or of any license granted hereunder, DCS may: (i) require that Licensee cease any further use of the Licensed Software or any portion thereof and immediately return the same and all copies thereof, in whole or in part, to DCS; and (ii) cease performance of all of DCS's obligations hereunder, without liability to Licensee.

17.3 In the event DCS discontinues technical support for its Licensed Software for any reason whatsoever, Licensee may elect to either (i) terminate this Agreement, cease any further use of the Licensed Software or any portion thereof, and immediately return the same and all copies thereof, in whole or in part, to DCS; or (ii) continue to use the Licensed Software upon the same terms and conditions provided in this Agreement, except that DCS will have no obligation to Licensee including, but not limited to the obligation to provide technical support, updates, or upgrades. As long as Licensee continues to use the Licensed Software under (ii) above, Licensee shall be required to pay to DCS 85% of the then current license fees and technical support fees as provided in Section 4. DCS shall give Licensee 90 days written notice prior to discontinuing technical support for its Licensed Software. This Section 17.3 shall survive the termination of this Agreement.

17.4 Upon termination of this Agreement for any reason by the Licensee, other than termination under Section 17.3, Licensee shall remain responsible for the license fees and technical support fees provided in Section 4 through the end of the term of this Agreement.

18. Return of Materials. Within ten (10) days of the expiration or termination hereof, Licensee shall return to DCS the Licensed Software and all copies of all other materials supplied by DCS and shall delete all copies thereof. All data entered in the Licensed Software by Licensee shall remain the property of the Licensee, and Licensee shall be entitled to remove such data prior to deleting the Licensed Software. Upon request of Licensee, DCS will provide assistance in removing the Licensee's data at DCS's standard hourly rate.

19. Arbitration. Except for actions to protect Proprietary Rights and to enforce an arbitrator's decision hereunder, all disputes, controversies, or claims arising out of or relating to the Agreement or a breach thereof shall be submitted to and finally resolved by arbitration under the rules of the American Arbitration Association ("AAA") then in effect. There shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the parties in accordance with AAA rules. The arbitration shall take place in Montgomery, Alabama. The arbitrator shall apply the laws of the State of Alabama to all issues in dispute. The findings of the arbitrator shall be final and binding on the parties, and may be entered in any court of competent jurisdiction for enforcement. Legal fees shall be awarded to the prevailing party in the arbitration.

20. Notices. Any notice or communication required or permitted to be given hereunder may be

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delivered by hand, deposited with an overnight courier, sent by email or facsimile (provided delivery is confirmed), or U.S. Mail (registered or certified only), return receipt requested, in each case to the address set forth on the initial page hereof or at such other addresses as shall be designated in writing by either party to the other in accordance with this Section. Such notice will be deemed to be given when received.

21. Assignment. Licensee shall not assign this Agreement or any right or interest under this Agreement, nor delegate any work or obligation to be performed under this Agreement, without DCS's prior written consent. Any attempted assignment or delegation in contravention of this Section shall be void and ineffective.

22. Continuing Obligations. The following obligations shall survive the expiration or termination hereof: (i) any and all warranty disclaimers, limitations of liability and indemnities granted by either party herein, (ii) any covenant granted herein for the purpose of determining ownership of, or protecting, the Proprietary Rights, including without limitation, the confidential information of either party, or any remedy for breach thereof, and (iii) the payment of taxes, duties, or any money to DCS hereunder.

23. Independent Contractors. The relationship of the parties is that of independent contractor, and nothing herein shall be construed to create a partnership, joint venture, franchise, employment, or agency relationship between the parties. Licensee shall have no authority to enter into agreements of any kind on behalf of DCS and shall not have the power or authority to bind or obligate DCS in any manner to any third party.

24. Force Majeure. Neither DCS nor Licensee shall be liable for damages for any delay or failure of delivery arising out of causes beyond their reasonable control and without their fault or negligence, including, but not limited to, Acts of God, acts of civil or military authority, fires, riots, wars, embargoes, or communications failures.

25. Export Laws. For all or any portion of the Licensed Software exported, re-exported, transported or transmitted outside the United States by any means, including without limitation, by physical delivery, email, electronic transmission, or download from a web site, Licensee shall comply fully with all relevant export laws and regulations of the United States to assure that neither the Licensed Software nor any direct product thereof, is exported directly or indirectly whether pursuant to a permitted transfer, or otherwise pursuant to the terms of this Agreement, in violation of the United States law. Upon request, DCS shall provide relevant information regarding DCS's compliance with such laws and regulations.

26. Miscellaneous. This Agreement shall be construed under the laws of the State of Alabama, without regard to its principles of conflicts of law. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the parties. The failure of either party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such party thereafter to enforce any provision hereof.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed below.

Diversified Computer Services, L.L.C.

By:  Date: 8-16-16  
Danny L. Floyd

Title: Owner

Chambers County Highway Department

By:  Date: 09/06/2016  
Josh Harvill

Title: County Engineer

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 (Software & Services)

**EXHIBIT A**  
**PRODUCT AND PRICE LIST**

1. Description of Licensed Software. **County Information Management System**
2. Authorized Copies. **Unlimited**
3. Authorized Modules.

Basic Modules
Application Modules
Administrative Modules
Mapping Module

Optional Modules:

<u>X</u>	GIS	\$100.00
Not Included	Solid Waste	\$150.00

4. License and Technical Support Fees for Subscription License. License and technical support fees are billed on a monthly basis and are payable within thirty (30) days of invoice date. The fee for the Authorized Modules listed above for the subscription term is \$650 per month. The fees for the Expansion Modules for the subscription term are listed above and are \$100 per month in addition to the fee for the Authorized Modules. The fee for the total subscription term, which includes the Authorized Modules and Expansion Modules, is \$750 per month. The license fees are exclusive of all taxes based on or in any way measured by the Agreement, the Licensed Software, or any portion thereof, or any services related thereto, excluding taxes based on DCS's net income, but including personal property taxes. Licensee shall pay all such taxes either as levied by taxing authorities or as invoiced by DCS. If Licensee challenges the applicability of any such tax, Licensee shall nevertheless pay such tax and may thereafter challenge such tax and seek a refund thereof.

5. Authorized Computers. Licensee shall be entitled to copy, distribute, install, and use the Licensed Software only on a single computer for each number of Authorized Copies provided herein and/or transmit the Licensed Software over an internal computer network, provided that Licensee acquires and dedicates an Authorized Copy of the Licensed Software for each computer on which the Licensed Software is used or to which it is transmitted over the internal network. Notwithstanding anything to the contrary contained herein, use of the Licensed Software as provided above is authorized only to the extent of Authorized Copies under licenses which have been fully paid hereunder. In no event shall the Licensed Software be copied, distributed, installed, or used on computers not under the control of Licensee.

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**EXHIBIT B**  
**TECHNICAL SUPPORT TERMS**

These Technical Support Terms are intended to be part of the attached Software License Agreement made and entered into by and between DCS and Licensee. These Technical Support Terms may be discontinued or terminated independent of the Software License Agreement, as provided below.

1. Support Hours For Telephone and Email. DCS shall assign DCS Support Contact(s) to DCS's telephone and email "help desk" at least from 9:00 a.m. to 4:00 p.m., Central time, Monday through Friday, excluding national holidays (the "Support Hours").
2. Critical Problems. For Critical Problems with Licensed Software reported by telephone, if Licensee is unable to contact a DCS Support Contact with Licensee's initial call, a DCS Support Contact will use commercially reasonable efforts to return the call within four (4) hours if Licensee's call is made within the Support Hours, or within four (4) hours after the start of the next Support Hours if Licensee's call is made outside Support Hours. DCS shall use commercially reasonable efforts to promptly fix on a priority basis any Critical Problem. For purposes hereof, the term "Critical Problem" shall mean a Licensed Software error (i) which renders the Licensed Software inoperative or causes the Licensed Software to substantially fail, or (ii) which substantially degrades the performance of the Licensed Software or materially restricts use of the Licensed Software. Licensee acknowledges that the Licensed Software is complex and may not be error free and that all errors, if any, may not be correctable or avoidable.
3. Routine Support. For Routine Support requests reported by email or by telephone, a DCS Support Contact shall use commercially reasonable efforts to respond by email or by telephone within twenty-four (24) hours if Licensee's call is made within the Support Hours, or within twenty-four (24) hours after the start of the next Support Hours if Licensee's call is made outside the Support Hours. DCS shall use commercially reasonable efforts to respond to questions or to fix Routine Support issues. For purposes hereof, the term "Routine Support" shall mean (i) a question regarding the use or operation of the Licensed Software, or (ii) an error which causes only a minor impact on the use of the Licensed Software. Licensee acknowledges that the Licensed Software is complex and may not be error free and that all errors, if any, may not be correctable or avoidable.
4. Exclusions. DCS will not be responsible for failure to correct a problem or to the extent that DCS is unable to replicate the problem, or if the problem is caused by (i) misuse of the Licensed Software, (ii) failure by Licensee to utilize compatible computer and networking hardware and software, (iii) interaction with software or firmware not provided by DCS, (iv) any change in applicable operating system software, (v) the failure of Licensee to install Updates to the Licensed Software provided by DCS, or (vi) a problem not caused by the Licensed Software. In any such event, DCS will advise Licensee and, upon request, will provide such assistance as Licensee may reasonably request with respect to such problem at DCS's standard hourly rates for support.
5. Support Contacts. DCS shall maintain a sufficient number of technical support personnel to ensure prompt responses to Licensee during Support Hours, and Licensee shall designate one of its employees as its principal technical contact for technical support issues under these Technical Support Terms (each being a Support Contact). Licensee may changes its technical contact upon giving written notice to DCS of the name of the new Support Contact.

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6. Cooperation. Licensee acknowledges (i) that certain services to be provided by DCS regarding Critical Problems and Routine Support may be dependant on Licensee providing certain data, information, assistance, or access to Licensee's systems, (collectively, "Cooperation"), and (ii) that such Cooperation may be essential to the performance of such services by DCS. The parties agree that any delay or failure by DCS to provide services hereunder which is caused by Licensee's failure to provide timely Cooperation reasonably requested by DCS shall not be deemed to be a breach of DCS's performance obligations under this Agreement.

7. Upgrades and Updates; Version Limitations on Support. DCS may release Updates and/or Upgrades for the Licensed Software. During the term of this Agreement, (i) Updates will be provided to Licensee at no additional charge, and (ii) Upgrades shall be made available at DCS's published price and terms. For purposes hereof, the term "Update" shall mean revisions or additions to the Licensed Software which are intended to correct errors, improve efficiency, or to incorporate additional or alternative functionality (as indicated by a number to the right of the decimal, e.g. 2.1). Licensee will use reasonable efforts to implement any Update as soon as practicable after receipt. DCS agrees that no Update or Upgrade will adversely affect form, fit, function, reliability, safety or serviceability of the Licensed Software. Following the release of any Update, DCS will continue to provide technical support services under these Technical Support Terms for the then current and immediately preceding Update release. DCS shall not be obligated to provide technical support services under these Technical Support Terms for Updates that are not the then current or immediately preceding Update release.

8. Term of Support. Licensee will be entitled to receive technical support services under these Technical Support Terms at no additional charge during the term of this Agreement, and such services shall cease upon the expiration or termination of such subscription license.

9. Termination. Notwithstanding anything to the contrary contained herein, in the event this Agreement is terminated for any reason, these Technical Support Terms shall also terminate at the same time without further notice.

10. Installation. This Agreement does not include installation of the Licensed Software, Updates, or Upgrades. Upon request by Licensee, DCS shall assist Licensee with respect to such installation at DCS's standard hourly rates.

**DIVERSIFIED COMPUTER SERVICES, L.L.C.**  
**LICENSE AGREEMENT**  
(Software & Services)

**EXHIBIT C**  
**CUSTOMIZATION AND IMPLEMENTATION TERMS**

These Customization and Implementation Terms are intended to be part of the attached Software License Agreement made and entered into by and between DCS and Licensee. Customization and Implementation Terms may be discontinued or terminated independent of the Software License Agreement, as provided below.

1. Definitions. Capitalized terms used in this Exhibit and not otherwise defined shall have the same meaning as set forth in the body of the Agreement. As used herein, the following words shall have the meanings set out below.
2. Customization and Implementation Services. DCS shall be under no obligation to customize DCS Product(s) or to provide services for the implementation of the Licensed Software; however, DCS may agree to customize DCS Product(s) and/or to provide implementation services in accordance with a written Work Order mutually agreed upon and executed by the parties. The following administrative control procedures shall control any such Work Orders for customizations or implementation services, or change orders for any such services previously agreed upon: (i) Licensee shall submit a written request to DCS in detail sufficient to evaluate the scope of such requested work; and (ii) DCS shall promptly evaluate same and send a written summary of such evaluation and acceptance or non-acceptance to Licensee. Licensee may respond with additional requests, and this process shall be followed continuously until either party declines to continue, or upon the execution of a mutually agreeable Work Order. DCS shall be the sole and exclusive owner of all Proprietary Rights embodied in any customizations made to the DCS Product(s). Licensee hereby transfers and assigns to DCS any rights Licensee may have in any such customizations.
3. Fees for T&M Services. Except to the extent agreed otherwise in a Work Order executed by both parties, DCS shall provide customization and implementation services on a time and materials ("T&M") basis; that is, (i) Licensee shall pay DCS for all the time spent performing such services, plus materials, taxes, and reimbursable expenses; and (ii) the rates for such services shall be DCS's then current standard rates when such services are provided. Any monetary limit stated in a Work Order for T&M services shall be an estimate only for Licensee's budgeting and DCS's resource scheduling purposes. If the limit is exceeded, DCS will cooperate with Licensee to provide continuing services on a T&M basis. DCS shall invoice Licensee monthly for T&M services, unless otherwise expressly specified in the applicable Work Order. Charges shall be payable thirty (30) days from receipt of invoice.
4. Services Warranty. DCS warrants that any services performed under this Exhibit will be performed in a good and workmanlike manner and consistent with generally accepted industry standards. Other than as stated herein, DCS MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES UNDER THIS EXHIBIT.

**DIVERSIFIED COMPUTER SERVICES, L.L.C.**  
**LICENSE AGREEMENT**  
**(Software & Services)**

**EXHIBIT D**  
**BUSINESS SERVICES TERMS**

These Business Services Terms are intended to be part of the attached License Agreement made and entered into by and between DCS and Licensee. Business Services Terms may be discontinued or terminated independent of the License Agreement.

1. Equipment Rental Rate Updates. Licensee  does or  does not elect to participate in the user group project which allows the Licensee access to the Blue Book and Green Book Information through the user group subscription at a cost of \$525 for the calendar year 2017. It is also understood by Licensee that Licensee equipment will be maintained in combination with other participating users' equipment in one master fleet, with the fleet information being maintained by DCS. In addition, Licensee elects to have the above referenced cost of \$525 per calendar year invoiced in one of the following manners (please select one):

(1) by including it with the next month's CIMS invoice; or

(2) by invoicing it separately.

  
\_\_\_\_\_  
(Authorizing Signature)

09/06/2016  
\_\_\_\_\_  
(Date)

**Chambers County, Alabama  
BUSINESS CASE ANALYSIS LETTER OF INTEREST**

Chambers County Commission is interested in evaluating the current state of business operations with the purpose of identifying future opportunities for *enabling* the goals, mission and direction of the organization. This letter is to authorize Schneider Electric to proceed with a Business Case analysis at no financial obligation to the customer.

**SECTION 1:**

Customer agrees to provide the following:

- A) Complete access, at reasonable times and upon reasonable notice from Schneider Electric, to facilities for Schneider Electric's Certified Energy Managers and Energy Analysts for the purpose of surveying types of equipment and operating characteristics;
- B) Necessary utility data, as requested;
- C) Access at reasonable times and upon reasonable notice from Schneider Electric, to personnel to discuss operating requirements; and
- D) Opportunities for customer representatives to meet with Schneider Electric for the review of the Business Case analysis.

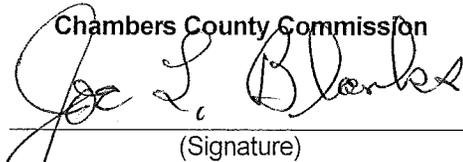
**SECTION 2:**

Schneider Electric will provide the customer with the following:

- A) Identification of organization goals/ mission/ vision of Chambers County Commission
- B) A current state operations analysis including potential cost savings estimates;
- C) Identification of potential solutions opportunities for advancing organizational goals;
- D) A financial analysis/ overview for savings and overall economic impact;
- E) A means for addressing public awareness and community engagement opportunities.

**SECTION 3:**

Schneider Electric will be responsible for the safety of its employees. Neither party shall be liable to the other in contract, in tort (including negligence or strict liability) or otherwise for any special, indirect, incidental or consequential damages whatsoever. The total cumulative liability of ESCO with respect to this Agreement or anything done in connection therewith, such as the use of any deliverable furnished hereunder, whether in contract, in tort (including negligence or strict liability) or otherwise, shall not exceed the price paid for the specific deliverable or service work performed that gives rise to the claim on which such liability is based.

	<b>Chambers County Commission</b>		<b>Schneider Electric Buildings Americas, Inc.</b>
By	 _____ (Signature)	By	_____ (Signature)
Print Name	JOE L. BLANKS	Print Name	_____
Title	CHAIRMAN	Title	_____
Date	SEPTEMBER 6, 2016	Date	_____



August 17, 2016

Chambers County Commission  
Attn: Ms. Regina Chambers  
2 South LaFayette Street  
LaFayette, AL 36862

Dear Ms. Chambers:

Enclosed you will find two copies of the CIMS System License Agreement for the period October 1, 2016 through September 30, 2017. This year we have included the Equipment Rental Rate Service agreement as Exhibit D. Please review the entire agreement and if you agree with the terms set forth therein, sign both copies; retain one copy for your records and return one copy to Diversified Computer Services.

If you have any questions regarding any part of the CIMS System License Agreement, please contact either Dan Floyd or myself at (334) 260-8453.

Sincerely,

A handwritten signature in black ink, appearing to read 'Danny L. Floyd', is written over a light blue horizontal line.

Danny L. Floyd

Enclosures

**DIVERSIFIED COMPUTER SERVICES, L.L.C.**  
**LICENSE AGREEMENT**  
**(Software & Services)**

THIS AGREEMENT is entered into as of October 1, 2016 ("Effective Date"), by and between Diversified Computer Services, L.L.C., an Alabama limited liability company with its principal office located at 6013 E. Shirley Lane, Suite E, Montgomery, AL 36117, Telephone: (334) 260-8453, Facsimile: (334) 260-8488, Contact and email: Danny Floyd, [dlfloyd@dcs-dcs.com](mailto:dlfloyd@dcs-dcs.com) ("DCS"), and Chambers County Commission, a governmental entity with its principal office located at 2 South LaFayette Street, LaFayette, Alabama 36862, Telephone: (334) 864-4341, Facsimile: (334) 864-4306, Contact and email: Regina Chambers, County Manager, [regina.chambers@chamberscountyal.gov](mailto:regina.chambers@chamberscountyal.gov) ("Licensee").

WHEREAS, DCS has the right to license the Licensed Software, as defined below; and

WHEREAS, the parties desire that DCS license to Licensee non-exclusive rights to use the Licensed Software for Licensee's internal use on computers under the control of Licensee, all in accordance with the terms and conditions thereof;

NOW, THEREFORE, in reliance on the mutual covenants and promises, representations and agreements set forth herein, the parties agree as follows:

1. Definitions.

- 1.1 "Licensed Software." Computer program(s) specified on the Product and Price List attached as Exhibit A in object code form only and related user manuals and documentation, together with any additional computer programs, manuals, or documentation that may be licensed in the future or otherwise provided by DCS as updates, upgrades, or modifications to the Licensed Software.
- 1.2 "Authorized Copies." The number of copies of the Licensed Software for which license fees are fully paid by Licensee and that are authorized for use by DCS in the Product and Price List attached as Exhibit A. The number of Authorized Copies may be increased by Licensee from time-to-time by purchasing additional licenses as provided in Section 5.
- 1.3 "Proprietary Rights." All rights in and to copyrights, rights to register copyrights, trade secrets, inventions, patents, patent rights, trademarks, trademark rights, confidential and proprietary information protected under contract or otherwise under law, and other similar rights or interests in intellectual or industrial property.

2. License Grant. Subject to the terms and conditions hereof, DCS hereby grants to the Licensee, and Licensee hereby accepts, a limited, non-exclusive and non-transferable license under the Proprietary Rights of DCS and its licensors to copy, distribute, install, and use the Authorized Modules of the Licensed Software as provided in the Product and Price List attached as Exhibit A.

3. Restrictions. Licensee may copy and use the Licensed Software only (i) for its intended use as specified in the accompanying documentation for Licensee's internal business operations, and (ii) for

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**LICENSE AGREEMENT**  
**(Software & Services)**

Licensee's reasonable back-up and archival purposes. Licensee shall not, in whole or in part, (i) modify, disassemble, decompile, reverse compile, reverse engineer, translate, copy, or in any way duplicate the Licensed Software for any purpose, or attempt to derive a source code language version of the Licensed Software, except as expressly authorized herein; or (ii) permit the Licensed Software to be sublicensed, re-marketed, redistributed, or used as part of a service bureau. All rights not expressly granted to Licensee herein are expressly reserved by DCS.

4. License and Technical Support Fees for Subscription Licenses. License fees and technical support fees are combined for subscription licenses. Fees and related payment terms are provided on the Product and Price List attached as Exhibit A, and Licensee shall pay fees in accordance with such terms and conditions. Licensee may purchase additional licenses. The prices stated are exclusive of all taxes based on or in any way measured by the Agreement, the Licensed Software, or any portion thereof, or any services related thereto, excluding taxes based on DCS's net income, but including personal property taxes. Licensee shall pay all such taxes either as levied by taxing authorities or as invoiced by DCS. If Licensee challenges the applicability of any such tax, Licensee shall nevertheless pay such tax and may thereafter challenge such tax and seek a refund thereof.
5. Purchase of Additional Licenses. If Licensee purchases license rights for additional Licensed Software and/or Authorized Copies, such additional licenses shall be governed by the terms and conditions hereof. Except as may be expressly provided on the Product and Price List attached as Exhibit A, pricing for additional licenses shall be in accordance with DCS's then-current price list, which may be updated by DCS from time to time. Licensee agrees that, absent DCS's express written acceptance thereof, the terms and conditions contained in any purchase order or other document issued by Licensee to DCS for the purchase of additional licenses, shall not be binding on DCS to the extent that such terms and conditions are additional to or inconsistent with those contained in this Agreement.
6. Technical Support Services. DCS shall provide technical support services under the Technical Support Terms attached as Exhibit B.
7. Optional Customization and Implementation Services. DCS provides optional customization and implementation services under the Customization and Implementation Terms attached as Exhibit C.
8. Unwanted Code. The Licensed Software shall not (i) contain any hidden files, (ii) be designed to replicate, transmit, or activate itself without control of a person operating computing equipment on which it resides, (iii) be designed to alter, damage, or erase any data or computer programs without control of a person operating the computing equipment on which it resides, (iv) contain any key, node lock, time-out, or other function, whether employed by electronic, mechanical or other means, which restricts or may restrict use or access to any program or data, based on residency on a specific hardware configuration, frequency or duration of use, or other limiting criteria, or (v) contain any software routines or components designed to permit unauthorized access. If any such feature be discovered by Licensee, DCS shall as soon as commercially possible deliver to Licensee a version of the Licensed Software that does not contain such feature. The foregoing is exclusive and states the entire liability of DCS with respect to violations of this Paragraph 8.

**DIVERSIFIED COMPUTER SERVICES, L.L.C.**  
LICENSE AGREEMENT  
(Software & Services)

9. Warranty Disclaimers. EXCEPT AND TO THE EXTENT EXPRESSLY PROVIDED HEREIN AND TO THE EXTENT ALLOWED BY LAW, DCS ON BEHALF OF ITSELF AND ITS SUPPLIERS HEREBY DISCLAIMS ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES RESPECTING MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE. LICENSEE ACKNOWLEDGES THAT NO REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS AGREEMENT HAVE BEEN MADE RESPECTING THE LICENSED SOFTWARE OF SERVICES TO BE PROVIDED HEREUNDER, AND THAT LICENSEE HAS NOT RELIED ON ANY REPRESENTATION NOT EXPRESSLY SET OUT IN THIS AGREEMENT. LICENSEE SHALL BE SOLELY RESPONSIBLE FOR THE SELECTION, USE, EFFICIENCY, AND SUITABILITY OF THE LICENSED SOFTWARE AND DCS SHALL HAVE NO LIABILITY THEREFOR.
10. Proprietary Rights Warranty and Indemnification. DCS represents and warrants that DCS has the authority to license the rights to the Licensed Software which are granted herein. If a claim is made that the Licensed Software infringes any United States patent, copyright, trade secret or other proprietary right, or if DCS believes that a likelihood of such a claim exists, DCS may, in DCS's sole discretion, procure for Licensee the right to continue using the Licensed Software, modify it to make it non-infringing but continue to meet the specifications therefor, or replace it with non-infringing software of like functionality that meets the specification for the Licensed Software. DCS shall have no liability to Licensee for any claim of infringement pursuant to this Paragraph 10, if such claim is based on (i) combination of the Licensed Software with data or with other software or devised not supplied by DCS and/or (ii) modifications made to the Licensed Software. The foregoing is exclusive and states the entire liability of DCS with respect to infringements or misappropriation of any Proprietary Rights by the Licensed Software.
11. Disclaimer of Incidental and Consequential Damages; Limitation of Liability. IN NO EVENT SHALL DCS BE LIABLE TO LICENSEE FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF THE LICENSED SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DCS IN THE DELIVERY OF THE LICENSED SOFTWARE, OR IN THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER ANY THEORY INCLUDING CONTRACT AND TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCTS LIABILITY) FOR ANY INDIRECT, SPECIAL OR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, EVEN IF THE PARTY CAUSING SUCH DAMAGES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DCS'S MAXIMUM LIABILITY FOR DAMAGES OF ANY KIND ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES PAID BY LICENSEE TO DCS UNDER THE CURRENT LICENSE AGREEMENT, WITHOUT REGARD TO EXTENSIONS OR RENEWALS.
12. Ownership. Title to the Proprietary Rights embodied in the Licensed Software shall remain in and be the sole and exclusive property of DCS and its licensors, except for certain customizations as provided in Exhibit C attached hereto. Licensee shall not alter, change or remove any proprietary notices or confidentiality legends placed on or contained within the Licensed Software. Licensee

**DIVERSIFIED COMPUTER SERVICES, L.L.C.**  
**LICENSE AGREEMENT**  
**(Software & Services)**

shall include such notices and legends in all copies of any part of the Licensed Software made pursuant to the Agreement.

13. Confidentiality of Licensed Software. Licensee acknowledges and agrees that the Licensed Software and all copies thereof are DCS's exclusive property and constitute a valuable trade secret and contains valuable trade secrets consisting of algorithms, logic, design, and coding methodology proprietary to DCS. Licensee shall safeguard the confidentiality of the Licensed Software, using the same standard of care which Licensee uses for its similar confidential materials, but in no event less than reasonable care. Licensee shall not disclose or make available to third parties the Licensed Software or any portion thereof without DCS's prior written consent.
14. Injunctive Relief. The parties hereby agree that any breach of any provision of this Agreement regarding confidentiality or protection of Proprietary Rights would constitute irreparable harm, and that the aggrieved party shall be entitled to specific performance and/or injunctive relief in addition to other remedies at law or in equity.
15. Subscription Term. The term of this Agreement shall commence as of the Effective Date hereof and shall continue until September 30, 2016. This Agreement is subject to earlier termination as otherwise provided herein.
16. Termination.
  - 16.1 DCS may terminate this Agreement and any license granted to Licensee hereunder at any time if (i) Licensee fails to pay DCS any amount due hereunder when due; (ii) Licensee is in default of any other provision hereof and such default is not cured within 10 days after DCS gives Licensee written notice thereof; or (iii) Licensee becomes insolvent or seeks protection, voluntarily or involuntarily, under any bankruptcy law.
  - 16.2 In the event of any termination of the Agreement or of any license granted hereunder, DCS may: (i) require that Licensee cease any further use of the Licensed Software or any portion thereof and immediately return the same and all copies thereof, in whole or in part, to DCS; and (ii) cease performance of all of DCS's obligations hereunder, without liability to Licensee.
  - 16.3 In the event DCS discontinues technical support for its Licensed Software for any reason whatsoever, Licensee may elect to either (i) terminate this Agreement, cease any further use of the Licensed Software or any portion thereof, and immediately return the same and all copies thereof, in whole or in part, to DCS; or (ii) continue to use the Licensed Software upon the same terms and conditions provided in this Agreement, except that DCS will have no obligation to Licensee including, but not limited to the obligation to provide technical support, updates, or upgrades. As long as Licensee continues to use the Licensed Software under (ii) above, Licensee shall be required to pay to DCS 85% of the then current license fees and technical support fees as provided in Section 4. DCS shall give Licensee 90 days written notice prior to discontinuing technical support for its Licensed Software. This Section 16.3 shall survive the termination of this Agreement.

**DIVERSIFIED COMPUTER SERVICES, L.L.C.**  
**LICENSE AGREEMENT**  
(Software & Services)

- 16.4 Upon termination of this Agreement for any reason by the Licensee, other than termination under Section 16.3, Licensee shall remain responsible for the license fees and technical support fees provided in Section 4 through the end of the term of this Agreement.
17. Return of Materials. Within ten (10) days of the expiration or termination hereof, Licensee shall return to DCS the Licensed Software and all copies of all other materials supplied by DCS and shall delete all copies thereof. All data entered in the Licensed Software by Licensee shall remain the property of the Licensee, and Licensee shall be entitled to remove such data prior to deleting the Licensed Software. Upon request of Licensee, DCS will provide assistance in removing the Licensee's data at DCS's standard hourly rate.
18. Arbitration. Except for actions to protect Proprietary Rights and to enforce an arbitrator's decision hereunder, all disputes, controversies, or claims arising out of or relating to the Agreement or a breach thereof shall be submitted to and finally resolved by arbitration under the rules of the American Arbitration Association ("AAA") then in effect. There shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the parties in accordance with AAA rules. The arbitration shall take place in Montgomery, Alabama. The arbitrator shall apply the laws of the State of Alabama to all issues in dispute. The findings of the arbitrator shall be final and binding on the parties, and may be entered in any court of competent jurisdiction for enforcement. Legal fees shall be awarded to the prevailing party in the arbitration.
19. Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email or facsimile (provided delivery is confirmed), or U.S. Mail (registered or certified only), return receipt requested, in each case to the address set forth on the initial page hereof or at such other addresses as shall be designated in writing by either party to the other in accordance with this Section. Such notice will be deemed to be given when received.
20. Assignment. Licensee shall not assign this Agreement or any right or interest under this Agreement, nor delegate any work or obligation to be performed under this Agreement, without DCS's prior written consent. Any attempted assignment or delegation in contravention of this Section shall be void and ineffective.
21. Continuing Obligations. The following obligations shall survive the expiration or termination hereof: (i) any and all warranty disclaimers, limitations of liability and indemnities granted by either party herein, (ii) any covenant granted herein for the purpose of determining ownership of, or protecting, the Proprietary Rights, including without limitation, the confidential information of either party, or any remedy for breach thereof, and (iii) the payment of taxes, duties, or any money to DCS hereunder.
22. Independent Contractors. The relationship of the parties is that of independent contractor, and nothing herein shall be construed to create a partnership, joint venture, franchise, employment, or agency relationship between the parties. Licensee shall have no authority to enter into agreements of

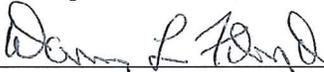
**DIVERSIFIED COMPUTER SERVICES, L.L.C.**  
**LICENSE AGREEMENT**  
(Software & Services)

any kind on behalf of DCS and shall not have the power or authority to bind or obligate DCS in any manner to any third party.

- 23. Force Majeure. Neither DCS nor Licensee shall be liable for damages for any delay or failure of delivery arising out of causes beyond their reasonable control and without their fault or negligence, including, but not limited to, Acts of God, acts of civil or military authority, fires, riots, wars, embargoes, or communications failures.
- 24. Export Laws. For all or any portion of the Licensed Software exported, re-exported, transported or transmitted outside the United States by any means, including without limitation, by physical delivery, email, electronic transmission, or download from a web site, Licensee shall comply fully with all relevant export laws and regulations of the United States to assure that neither the Licensed Software nor any direct product thereof, is exported directly or indirectly whether pursuant to a permitted transfer, or otherwise pursuant to the terms of this Agreement, in violation of the United States law. Upon request, DCS shall provide relevant information regarding DCS's compliance with such laws and regulations.
- 25. Miscellaneous. This Agreement shall be construed under the laws of the State of Alabama, without regard to its principles of conflicts of law. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the parties. The failure of either party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such party thereafter to enforce any provision hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed below.

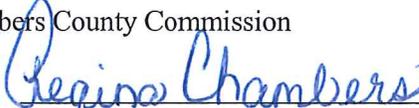
Diversified Computer Services, L.L.C.

By:   
Danny L. Floyd

Title: Owner

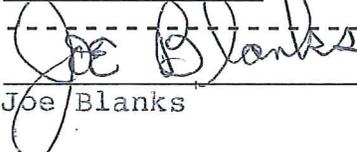
Date: 8-16-16

Chambers County Commission

By:   
Regina Chambers

Title: County Manager

Date: September 6, 2016

-----  
By:   
Joe Blanks

Title: Chairman

Date: September 6, 2016

**DIVERSIFIED COMPUTER SERVICES, L.L.C.**  
**LICENSE AGREEMENT**  
**(Software & Services)**

**EXHIBIT A**  
**PRODUCT AND PRICE LIST**

1. Description of Licensed Software. **County Information Management System**
2. Authorized Copies. **Unlimited**
3. Authorized Modules.

Solid Waste (Landfill)

4. License and Technical Support Fees for Subscription License. License and technical support fees are billed on a monthly basis and are payable within thirty (30) days of invoice date. The fee for the Authorized Modules listed above for the subscription term is \$150 per month. The license fees are exclusive of all taxes based on or in any way measured by the Agreement, the Licensed Software, or any portion thereof, or any services related thereto, excluding taxes based on DCS's net income, but including personal property taxes. Licensee shall pay all such taxes either as levied by taxing authorities or as invoiced by DCS. If Licensee challenges the applicability of any such tax, Licensee shall nevertheless pay such tax and may thereafter challenge such tax and seek a refund thereof.
5. Authorized Computers. Licensee shall be entitled to copy, distribute, install, and use the Licensed Software only on a single computer for each number of Authorized Copies provided herein and/or transmit the Licensed Software over an internal computer network, provided that Licensee acquires and dedicates an Authorized Copy of the Licensed Software for each computer on which the Licensed Software is used or to which it is transmitted over the internal network. Notwithstanding anything to the contrary contained herein, use of the Licensed Software as provided above is authorized only to the extent of Authorized Copies under licenses which have been fully paid hereunder. In no event shall the Licensed Software be copied, distributed, installed, or used on computers not under the control of Licensee.

**DIVERSIFIED COMPUTER SERVICES, L.L.C.**  
**LICENSE AGREEMENT**  
**(Software & Services)**

**EXHIBIT B**  
**TECHNICAL SUPPORT TERMS**

These Technical Support Terms are intended to be part of the attached Software License Agreement made and entered into by and between DCS and Licensee. These Technical Support Terms may be discontinued or terminated independent of the Software License Agreement, as provided below.

1. Support Hours for Telephone and Email. DCS shall assign DCS Support Contact(s) to DCS's telephone and email "help desk" at least from 9:00 a.m. to 4:00 p.m., Central time, Monday through Friday, excluding national holidays (the "Support Hours").
2. Critical Problems. For Critical Problems with Licensed Software reported by telephone, if Licensee is unable to contact a DCS Support Contact with Licensee's initial call, a DCS Support Contact will use commercially reasonable efforts to return the call within four (4) hours if Licensee's call is made within the Support Hours, or within four (4) hours after the start of the next Support Hours if Licensee's call is made outside Support Hours. DCS shall use commercially reasonable efforts to promptly fix on a priority basis any Critical Problem. For purposes hereof, the term "Critical Problem" shall mean a Licensed Software error (i) which renders the Licensed Software inoperative or causes the Licensed Software to substantially fail, or (ii) which substantially degrades the performance of the Licensed Software or materially restricts use of the Licensed Software. Licensee acknowledges that the Licensed Software is complex and may not be error free and that all errors, if any, may not be correctable or avoidable.
3. Routine Support. For Routine Support requests reported by email or by telephone, a DCS Support Contact shall use commercially reasonable efforts to respond by email or by telephone within twenty-four (24) hours if Licensee's call is made within the Support Hours, or within twenty-four (24) hours after the start of the next Support Hours if Licensee's call is made outside the Support Hours. DCS shall use commercially reasonable efforts to respond to questions or to fix Routine Support issues. For purposes hereof, the term "Routine Support" shall mean (i) a question regarding the use or operation of the Licensed Software, or (ii) an error which causes only a minor impact on the use of the Licensed Software. Licensee acknowledges that the Licensed Software is complex and may not be error free and that all errors, if any, may not be correctable or avoidable.
4. Exclusions. DCS will not be responsible for failure to correct a problem or to the extent that DCS is unable to replicate the problem, or if the problem is caused by (i) misuse of the Licensed Software, (ii) failure by Licensee to utilize compatible computer and networking hardware and software, (iii) interaction with software or firmware not provided by DCS, (iv) any change in applicable operating system software, (v) the failure of Licensee to install Updates to the Licensed Software provided by DCS, or (vi) a problem not caused by the Licensed Software. In any such event, DCS will advise Licensee and, upon request, will provide such assistance as Licensee may reasonably request with respect to such problem at DCS's standard hourly rates for support.
5. Support Contacts. DCS shall maintain a sufficient number of technical support personnel to ensure prompt responses to Licensee during Support Hours, and Licensee shall designate one of its employees as its principal technical contact for technical support issues under these Technical Support Terms (each being a Support Contact). Licensee may change its technical contact upon giving written notice to DCS of the name of the new Support Contact.

**DIVERSIFIED COMPUTER SERVICES, L.L.C.**  
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**EXHIBIT C**  
**CUSTOMIZATION AND IMPLEMENTATION TERMS**

These Customization and Implementation Terms are intended to be part of the attached License Agreement made and entered into by and between DCS and Licensee. Customization and Implementation Terms may be discontinued or terminated independent of the License Agreement, as provided below.

1. Definitions. Capitalized terms used in this Exhibit and not otherwise defined shall have the same meaning as set forth in the body of the Agreement. As used herein, the following words shall have the meanings set out below.
2. Customization and Implementation Services. DCS shall be under no obligation to customize DCS Product(s) or to provide services for the implementation of the Licensed Software; however, DCS may agree to customize DCS Product(s) and/or to provide implementation services in accordance with a written Work Order mutually agreed upon and executed by the parties. The following administrative control procedures shall control any such Work Orders for customizations or implementation services, or change orders for any such services previously agreed upon: (i) Licensee shall submit a written request to DCS in detail sufficient to evaluate the scope of such requested work; and (ii) DCS shall promptly evaluate same and send a written summary of such evaluation and acceptance or non-acceptance to Licensee. Licensee may respond with additional requests, and this process shall be followed continuously until either party declines to continue, or upon the execution of a mutually agreeable Work Order. DCS shall be the sole and exclusive owner of all Proprietary Rights embodied in any customizations made to the DCS Product(s). Licensee hereby transfers and assigns to DCS any rights Licensee may have in any such customizations.
3. Fees for T&M Services. Except to the extent agreed otherwise in a Work Order executed by both parties, DCS shall provide customization and implementation services on a time and materials ("T&M") basis; that is, (i) Licensee shall pay DCS for all the time spent performing such services, plus materials, taxes, and reimbursable expenses; and (ii) the rates for such services shall be DCS's then current standard rates when such services are provided. Any monetary limit stated in a Work Order for T&M services shall be an estimate only for Licensee's budgeting and DCS's resource scheduling purposes. If the limit is exceeded, DCS will cooperate with Licensee to provide continuing services on a T&M basis. DCS shall invoice Licensee monthly for T&M services, unless otherwise expressly specified in the applicable Work Order. Charges shall be payable thirty (30) days from receipt of invoice.
4. Services Warranty. DCS warrants that any services performed under this Exhibit will be performed in a good and workmanlike manner and consistent with generally accepted industry standards. Other than as stated herein, DCS MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES UNDER THIS EXHIBIT.

**DIVERSIFIED COMPUTER SERVICES, L.L.C.**  
**LICENSE AGREEMENT**  
**(Software & Services)**

**EXHIBIT D**  
**BUSINESS SERVICES TERMS**

These Business Services Terms are intended to be part of the attached License Agreement made and entered into by and between DCS and Licensee. Business Services Terms may be discontinued or terminated independent of the License Agreement.

1. Equipment Rental Rate Updates. Licensee  does or  does not elect to participate in the user group project which allows the Licensee access to the Blue Book and Green Book Information through the user group subscription at a cost of \$525 for the calendar year 2017. It is also understood by Licensee that Licensee equipment will be maintained in combination with other participating users' equipment in one master fleet, with the fleet information being maintained by DCS. In addition, Licensee elects to have the above referenced cost of \$525 per calendar year invoiced in one of the following manners (please select one):

- (1) by including it with the next month's CIMS invoice; or
- (2) by invoicing it separately.

  
\_\_\_\_\_  
(Authorizing Signature)

\_\_\_\_\_  
(Date)

**DIVERSIFIED COMPUTER SERVICES, L.L.C.**  
**LICENSE AGREEMENT**  
(Software & Services)

6. Cooperation. Licensee acknowledges (i) that certain services to be provided by DCS regarding Critical Problems and Routine Support may be dependent on Licensee providing certain data, information, assistance, or access to Licensee's systems, (collectively, "Cooperation"), and (ii) that such Cooperation may be essential to the performance of such services by DCS. The parties agree that any delay or failure by DCS to provide services hereunder which is caused by Licensee's failure to provide timely Cooperation reasonably requested by DCS shall not be deemed to be a breach of DCS's performance obligations under this Agreement.
7. Upgrades and Updates; Version Limitations on Support. DCS may release Updates and/or Upgrades for the Licensed Software. During the term of this Agreement, (i) Updates will be provided to Licensee at no additional charge, and (ii) Upgrades shall be made available at DCS's published price and terms. For purposes hereof, the term "Update" shall mean revisions or additions to the Licensed Software which are intended to correct errors, improve efficiency, or to incorporate additional or alternative functionality (as indicated by a number to the right of the decimal, e.g. 2.1). Licensee will use reasonable efforts to implement any Update as soon as practicable after receipt. DCS agrees that no Update or Upgrade will adversely affect form, fit, function, reliability, safety or serviceability of the Licensed Software. Following the release of any Update, DCS will continue to provide technical support services under these Technical Support Terms for the then current and immediately preceding Update release. DCS shall not be obligated to provide technical support services under these Technical Support Terms for Updates that are not the then current or immediately preceding Update release.
8. Term of Support. Licensee will be entitled to receive technical support services under these Technical Support Terms at no additional charge during the term of this Agreement, and such services shall cease upon the expiration or termination of such subscription license.
9. Termination. Notwithstanding anything to the contrary contained herein, in the event this Agreement is terminated for any reason, these Technical Support Terms shall also terminate at the same time without further notice.
10. Installation. This Agreement does not include installation of the Licensed Software, Updates, or Upgrades. Upon request by Licensee, DCS shall assist Licensee with respect to such installation at DCS's standard hourly rates.

**Chambers County Commission  
Budget Revision Request Form**

Department / Division: Commission Office  
 Contact Person (print): Regina Chambers Title/Position: County Manager  
 Fund Name: Adult Drug Court Fund # 180

Account #	Expenditure/ Object Code	Description	Approved Amount	Requested Amendments (+/-)	Revised Budget
51290	290	Adult Drug Court - Direct Support	\$95,000	+ \$20,000	\$115,000
46102		Adult Drug Court Proceeds	\$95,000	+ \$20,000	\$115,000
Total of the requested amendments				<b>\$20,000</b>	

	Approved Budget Totals	+ / - Amendments	Revised Budget Totals
<b>Revenues</b>	\$95,000.00	\$20,000.00	\$115,000.00
<b>Transfers In</b>	\$0.00	-	\$0.00
<b>Expenditures</b>	\$95,000.00	\$20,000.00	\$115,000.00
<b>Transfers Out</b>	\$0.00	-	\$0.00
<b>Fund Balance</b>	\$0.00	-	\$0.00

Justification (attach additional pages if necessary): As of 08/31/2016, Revenues received ~ \$115,352.97. Budget amendment needed to cover outstanding invoices.

Signature: Regina Chambers Date Submitted: 9/6/2016  
 Committee Recommend: NA Date Fwd to Commission: 9/6/2016  
 Date App by Commission: \_\_\_\_\_ Attest: \_\_\_\_\_

**Chambers County Commission  
Budget Revision Request Form**

Department / Division: Commission Office  
 Contact Person (print): Regina Chambers Title/Position: County Manager  
 Fund Name: Special Courthouse Fund # 100

Account #	Expenditure/ Object Code	Description	Approved Amount	Requested Amendments (+/-)	Revised Budget
51112	113	Salaries and Wages	\$26,357	+ \$3,043	\$29,400
51112	124	Social Security	\$1,832.00	+ \$268	\$2,100
48000		Fund Balance	\$0	+ \$3,311	\$3,311
Total of the requested amendments				<b>\$3,311</b>	

	Approved Budget Totals	+/- Amendments	Revised Budget Totals
Revenues	\$215,045.00	-	\$215,045.00
Transfers In	\$0.00	-	\$0.00
Expenditures	\$215,045.00	\$3,311.00	\$218,356.00
Transfers Out	\$0.00	-	\$0.00
Fund Balance	\$0.00	\$3,311.00	\$3,311.00

Justification (attach additional pages if necessary): September 30, 2015 - Fund Balance was \$17,216.88. No fund balance was budgeted to use in fiscal year 2016. Must use \$3,311 to cover the last two payrolls in fiscal year 2016.

Signature: *Regina Chambers* Date Submitted: 09/06/2016  
 Committee Recommend: NA Date Fwd to Commission: 09/06/2016  
 Date App by Commission: \_\_\_\_\_ Attest: \_\_\_\_\_

STATE OF ALABAMA  
**DEPARTMENT OF YOUTH SERVICES**

ROBERT BENTLEY  
GOVERNOR

POST OFFICE Box 66  
MT. MEIGS, ALABAMA 36057

STEVEN P. LAFRENIERE  
EXECUTIVE DIRECTOR

August 22, 2016

To: Juvenile Court Judge  
Chief Probation Officer

From: LeTonya Bowman



Re: Long Term Detention Subsidy Contract

Please find enclosed your long term detention subsidy contract for FY 2017. Please complete the form by choosing a detention center and have the form signed by the Chairman of the County Commission. The form should then be returned to me at the address listed below:

LeTonya Bowman  
Department of Youth Services  
P. O. Box 66  
Mt. Meigs, AL 36057

Thank you for your assistance in this matter and if you need any additional information please contact me at (334) 215-3839.

STATE OF ALABAMA  
**DEPARTMENT OF YOUTH SERVICES**

ROBERT BENTLEY  
GOVERNOR

POST OFFICE Box 66  
MT. MEIGS, ALABAMA 36057

STEVEN P. LAFRENIERE  
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LeTonya Bowman  
Department of Youth Services  
P. O. Box 66  
Mt. Meigs, AL 36057

Thank you for your assistance in this matter and if you need any additional information please contact me at (334) 215-3839.

**ALABAMA DEPARTMENT OF YOUTH SERVICES**  
**LONG TERM DETENTION SUBSIDY CONTRACT**

THIS CONTRACT is made and entered into by and between **Chambers County** (hereinafter called "County") and the Alabama Department of Youth Services (hereinafter called "DYS")

WITNESSETH

For and in consideration of the mutual covenants herein contained, and other good and valuable considerations, the parties hereto do hereby agree as follows:

1. The purpose of this agreement is to provide to County at least one (1) detention bed for the use of the juvenile court of County for the period October 1, 2016 through September 30, 2017, without cost to County.
2. DYS shall pay for the benefit of County, a sum determined by the Youth Services' Board, said payments made as herein specified, for the purposes herein set out.
3. These said payments may be made for the benefit of County regardless of other payments made to or for the benefit of County.
4. Said payments shall be made for the benefit of County to the juvenile detention center of its choice.
5. County shall contract with the detention center of its choice for detention (and other) services, which contract shall be subject to review and approval of DYS.
6. County shall not reduce its level of support for the juvenile court or juvenile services and facilities presently supported by County on account of the credit for payments made hereunder.

IN WITNESS WHEREOF, County and DYS has caused this agreement to be executed for each and in the name of each by the persons indicated below, in duplicate, either copy of which may be considered an original.

**Indicate Detention Center chosen by County to receive funds below:**

LEE COUNTY YOUTH DEVELOPMENT CENTER

  
 \_\_\_\_\_  
 Chairman, County Commission

**ALABAMA DEPARTMENT OF YOUTH SERVICES**

\_\_\_\_\_  
 Steven P. Lafreniere  
 Executive Director

\_\_\_\_\_  
 Legal Counsel (Approved as to form only)  
 Department of Youth Services

**Chambers County, Alabama  
BUSINESS CASE ANALYSIS LETTER OF INTEREST**

Chambers County Commission is interested in evaluating the current state of business operations with the purpose of identifying future opportunities for *enabling* the goals, mission and direction of the organization. This letter is to authorize Schneider Electric to proceed with a Business Case analysis at no financial obligation to the customer.

**SECTION 1:**

Customer agrees to provide the following:

- A) Complete access, at reasonable times and upon reasonable notice from Schneider Electric, to facilities for Schneider Electric's Certified Energy Managers and Energy Analysts for the purpose of surveying types of equipment and operating characteristics;
- B) Necessary utility data, as requested;
- C) Access at reasonable times and upon reasonable notice from Schneider Electric, to personnel to discuss operating requirements; and
- D) Opportunities for customer representatives to meet with Schneider Electric for the review of the Business Case analysis.

**SECTION 2:**

Schneider Electric will provide the customer with the following:

- A) Identification of organization goals/ mission/ vision of Chambers County Commission
- B) A current state operations analysis including potential cost savings estimates;
- C) Identification of potential solutions opportunities for advancing organizational goals;
- D) A financial analysis/ overview for savings and overall economic impact;
- E) A means for addressing public awareness and community engagement opportunities.

**SECTION 3:**

Schneider Electric will be responsible for the safety of its employees. Neither party shall be liable to the other in contract, in tort (including negligence or strict liability) or otherwise for any special, indirect, incidental or consequential damages whatsoever. The total cumulative liability of ESCO with respect to this Agreement or anything done in connection therewith, such as the use of any deliverable furnished hereunder, whether in contract, in tort (including negligence or strict liability) or otherwise, shall not exceed the price paid for the specific deliverable or service work performed that gives rise to the claim on which such liability is based.

	<b>Chambers County Commission</b>		<b>Schneider Electric Buildings Americas, Inc.</b>
By	_____	By	_____
	(Signature)		(Signature)
Print Name	JOE L. BLANKS	Print Name	_____
Title	CHAIRMAN	Title	_____
Date	SEPTEMBER 6, 2016	Date	_____