

CHAMBERS COUNTY COMMISSION MEETING.....SEPTEMBER 8, 2015

The Chambers County Commission met on Tuesday, September 8, 2015, at 4:00 P.M. CST with the following members in attendance: Chairman David Eastridge, Commissioners Charlie Williams, James Brown, Joe Blanks, Henry Osborne and Debbie Wood. Engineer Harvill, County Attorney Skip McCoy and County Manager Chambers were also present.

Chairman Eastridge called the meeting to order. Commissioner Blanks led the pledge of allegiance and Commissioner Williams gave the invocation. Assistant County Clerk Foster conducted a roll call. The results of the roll call were as follows: District 1 – Present, District 2 – Present, District 3 – Present, District 4 – Present, District 5 – Present, District 6 – Present

PUBLIC COMMENTS FROM CITIZENS

Ms. J. J. Frickert of Fredonia addressed the Commission regarding Sehoj Tactical, LLC in the Fredonia area. She stated that she had spoken with Mr. David Williams of Sehoj Tactical, Mr. Jim Graciano of ADEM (complaint division), Mr. Mark Sassar of ADCN and Ms. Amanda McBride of the Alabama Historical Commission regarding Sehoj Tactical in Fredonia. She states that there has not been any FONSI filed with ADEM nor has there been a business license applied for. New Hope Rosenwald School is in close proximity to the operations as well as possible wetlands in the vicinity. Under the Freedom of Information Act she request that the Commission provide a copy of the FONSI and that it be filed with the appropriate entities. She was advised by County Attorney McCoy that she would need to make a written request and the Commission office would furnish her the form to make the request.

PUBLIC COMMENTS FROM ELECTED OFFICIALS

Chairman David Eastridge announced a transportation work session on September 14, 2015, at 1:00 CST in the Commission Office; a Rules Ways and Means Budget meeting on September 21, 2015, at 3:00 CST in the Commission Office.

MINUTES AND WARRANTS PAYABLE

Commissioner Wood motioned to adopt the August 10, 2015 minutes and warrants payable. Commissioner Brown seconded the motion. Commissioner Osborne abstained from the vote due to his absence from the prior meeting. It was **approved** by the “**I**” vote.

RESOLVED: “To approve the August 10, 2015 minutes and warrants payable.”

AGENDA APPROVAL

Commissioner Osborne motioned to approve the agenda as presented for the September 8, 2015 meeting. Commissioner Blanks seconded the motion. It was **approved** by the “**I**” vote.

RESOLVED: “To approve the agenda for the September 8, 2015 meeting.”

**SUBAWARD EMERGENCY MANAGEMENT
PERFORMANCE GRANT (EMPG)**

EMA Director Donnie Smith requested a resolution to authorize the chairman to execute a Subaward Emergency Management Performance Grant (EMPG) (see pages 432-437). Commissioner Brown motioned to adopt this resolution as presented. Commissioner Blanks seconded the motion. It was **approved** by the “**I**” vote.

RESOLVED: “To authorize the chairman to execute a Subaward Emergency Management Performance Grant (EMPG) attached hereto on pages 432 - 437.”

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

County Manager Regina Chambers requested a resolution to approve the Department of Youth Services Long Term Detention Subsidy Contract (see page 438). Commissioner Osborne motioned to approve the Department of Youth Services Long Term Detention Subsidy Contract. Commissioner Brown seconded the motion. It was **approved** by the “**I**” vote.

RESOLVED: “To approve the Department of Youth Services Long Term Detention Subsidy Contract (see page 438).”

**DIVERSIFIED COMPUTER SERVICES, L.L.C.
LICENSE AGREEMENT**

County Manager Regina Chambers requested a resolution to approve the Diversified Computer Services, L.L.C. License Agreement (see pages 439 - 448). Commissioner Wood motioned to approve the Diversified Computer Services, L.L.C. License Agreement. Commissioner Osborne seconded the motion. It was **approved** by the “**I**” vote.

RESOLVED: “To approve the Diversified Computer Services, L.L.C. License Agreement (see pages 439 - 448).”

**AGREEMENT BETWEEN THE DEPARTMENT OF EXAMINERS
OF PUBLIC ACCOUNTS AND THE
CHAMBERS COUNTY COMMISSION**

County Manager Regina Chambers requested a resolution to allow Chairman to sign agreement between the Department of Examiners of Public Accounts and the Chambers County Commission for an audit of the federal assistance received by our office (see pages 449 - 451). Commissioner Williams motioned to approve agreement between the Department of Examiners of Public Accounts and the Chambers County Commission. Commissioner Brown seconded the motion. It was **approved** by the “**I**” vote.

RESOLVED: “To approve agreement between the Department of Examiners of Public Accounts and the Chambers County Commission (see pages 449 - 451).”

JENNABROOKE SUBDIVISION PLAT

County Engineer, Josh Harvill requested a resolution to approve the Proposed Plat for the Jennabrooke Subdivision. Commissioner Blanks motioned to approve the Proposed Plat for the Jennabrooke Subdivision. Commissioner Osborne seconded the motion. It was **approved** by the “**I**” vote.

RESOLVED: “To approve the Proposed Plat for the Jennabrooke Subdivision.”

STAFF REPORTS

County Attorney McCoy stated that the contract that the county entered into with Mrs. Mattison with regards to preparing the financials for 2014 has been signed and returned to the Commission. Also he noted letters and plats have been sent out to the adjoining land owners with regards to any interest in acquiring from the county the adjoining four (4) acres around the firing range. He also noted he had received KMIN USA, Inc. Abatement audit information concerning the employees, and he and the CCDA are evaluating this at this time.

County Engineer Harvill stated that the two bridge projects at the northern part of the county and the resurfacing from Fairfax Bypass to Towel Avenue (ATRIP project) is coming to a close.

MEETING WAS ADJOURNED

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

Chairman David Eastridge _____

Commissioner Charlie Williams _____

Commissioner James Brown _____

Commissioner Joe Blanks _____

Commissioner Henry Osborne _____

Commissioner Debbie Wood _____

EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG)

1. Grantee: Chambers Co. EMA	2. Effective Dates: 10/01/2014-09/30/2015
3. Issuing Agency: Alabama Emergency Management Agency 5898 County Road 41 P.O. Drawer 2160 Clanton, AL 35046-2160	4. FAIN: EMW-2015-EP-00016
5. CA Number: 5EMF	
6. Federal Allocation:	\$35,614.00
7. CFDA #: 97.042	8. Federal Award Date: 06/26/2015
9. Total Federal Award: \$5,780,028.00	

Subrecipient has reviewed the Program Information relating to Emergency Management Performance Grants provided by the Alabama Emergency Management Agency referred to as AEMA. The agreement for, "Fiscal Year 2015 Emergency Management Performance Grants (EMPG)" and concurs with the terms and conditions contained therein. Please reference the following websites for EMPG Program Guidance to ensure you are in compliance http://www.fema.gov/media-library-data/1438020444107-4db58a4f1c24b3bd0962b8327652df5b/FY_2015_EMPG_Fact_Sheet_Allocations.pdf. Also reference AEMA 2015 EMPG Guidance for Counties located on the AEMA County Intranet.

Subrecipient agrees that (1) they will provide in a timely manner any information requested by AEMA regarding the subrecipient's emergency management operation; (2) requests for reimbursement of expenditures incurred relative to this grant will be submitted on claim forms provided or approved by AEMA's Fiscal Division; (3) claims will be presented with clear and adequate supporting documentation as instructed by AEMA's Fiscal Section; (4) claims will be submitted on a monthly basis within 30 calendar days after the end of the month for which you are filing. Failure to submit your claim in a timely manner may result in reducing the original claim amount. Submitting your claim to AEMA from day 31 to 60 could result in a 50% reduction. Submitting your claim to AEMA beyond day 60 could result in a 100% reduction for that particular claim; (5) all claims relating to this grant will be submitted by October 30, 2015; (6) information requested by AEMA concerning expenditures will be provided immediately; (7) funds will be used to provide support of essential expenses of local EMA offices, such as salaries, benefits, supplies, maintenance of facilities, & other necessary costs of operation for the local EMA office; (8) All EMPG related files/paperwork will be made available to AEMA personnel for monitoring & review; (9) they will comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Subrecipient agrees that, as a recipient of a Federal contract and/or grant, federal funds will not be expended for cost incurred to encourage, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action to increase the appropriation for EMPG funding or to amend any restrictions placed on EMPG funding. Subrecipient also agrees federal funds will not be expended to influence DHS/FEMA officials to award, extend, or modify the EMPG grant.

Subrecipient agrees that the AEMA Director or his designated agent may elect to withhold or, with ten days' notice, withdraw all or part of this funding from the grantee for (1) non-compliance with any portion of the terms stated in this document, or (2) failure to perform appropriately in an emergency situation, or (3) failure to progress toward full compliance with Emergency Management Accreditation Program (EMAP) standards or (4) allowing the position of local EMA Director to remain vacant for more than 30 days without appointing either a new Director or an Acting Director.

Certification By County Official Authorized To Sign:

I certify that I understand and agree to comply with the general & fiscal provisions of this grant application including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of the Official Authorized to Sign as they relate to the requirements of this grant application; that costs incurred prior to Subrecipient approval may result in the expenditures being absorbed by the subrecipient; and, that the receipt of these grant funds through the Subrecipient will not supplant state or local funds.



Art Faulkner, Director
Alabama Emergency Management Agency

AUG 07 2015

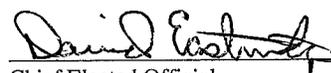
Date



Local EMA Director/Coordinator

9-8-15

Date



Chief Elected Official

9-8-15

Date

1. **Applicable Federal Regulations:** The Subrecipient must comply with the Office of Management and Budget (OMB Circulars, as applicable: 2 C.F.R. Part 200A). Also, the Subrecipient must comply with the provisions of 28 CFR applicable to grants and Subawards including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 42, Non-discrimination Equal Employment Opportunity Policies and procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; part 63, Floodplain Management and Wetland Protection Procedures; and Part 66 (formerly OMB Circular A-102), Uniform Administrative requirements for Grants and Subawards to State and Local Governments.
2. **Allowable Costs:** The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars referenced above.
3. **Audit Requirements:** The subrecipient agrees to comply with the requirements of OMB Circular 2 C.F.R. Part 200. Further, records with respect to all matters covered by this grant shall be made available for audit and inspection by AEMA and/or any of its duly authorized representatives. If required, the audit report must specifically cite that the report was done in accordance with OMB 2 C.F.R Part 200. If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the subrecipient has not expended the amount of federal funds that would require a compliance audit. The subrecipient agrees to accept these requirements.
4. **Non- Supplanting Agreement:** The subrecipient shall not use grantor funds to supplant state or local funds or other resources that would otherwise have been made available for this program. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within 30 days. If the vacancy is not filled within 30 days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.
5. **Reporting Requirements:** The subrecipient agrees to submit timely, complete, and accurate reports to the appropriate AEMA Section and maintain appropriate backup documentation to support the reports.
6. **Written Approval of Changes:** Any mutually agreed upon changes to this subgrant must be approved, in writing, by AEMA prior to implementation or obligation and shall be incorporated in written amendments to this grant. This procedure for changes to the approved subgrant is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.
7. **Individual Consultants:** Billings for consultants/contractors who are individuals must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates, not to exceed the maximum of \$450.00 per day.

8. **Bidding Requirements:** The subrecipient must comply with proper competitive bidding procedures as required by 2 C.F.R Part 200, as applicable, i.e. copies of invoices, receipts, or checks.
9. **Personnel and Travel Costs:** Personnel and Travel costs must be consistent with the agency's policies and procedures and must be applied uniformly to both federally financed and other activities of the agency. In the absence of agency regulations, travel costs must not exceed the rate set by state regulation, a copy of which is available upon request. **However, at no time can the agency's travel rates exceed the federal rate established by the Internal Revenue Service.**
10. **Term of Grant Period:** Grant funds may not be obligated prior to the effective date of the grant. The final request for payment must be submitted no later than 45 calendar days after the end of the grant period. Also, any obligation of grant funds dated after the expiration of the grant period will not be eligible for reimbursement.
11. **Utilization and Payment of Grant Funds:** Funds awarded are to be expended only for purposes and activities that will strengthen emergency management programs and capabilities within the county. These funds will be utilized to provide support for essential expenses including salaries, benefits, equipment, supplies, maintenance of facilities, and other necessary costs of the local emergency management agency. Claims for reimbursement must be submitted no more frequently than once a month and no less than once a quarter. Payments will be adjusted to correct previous overpayments and disallowances or underpayments resulting from audit. Grants failing to meet this requirement, without prior written approval, are subject to cancellation.
12. **Recording and Documentation of Receipts and expenditures:** Subrecipient's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures, and program income. Controls must be established which are adequate to ensure that expenditures charged to the subgrant activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.
13. **Financial Responsibility:** The financial responsibility of subrecipient s must be such that the subrecipient can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems shall meet the following minimum criteria:
 - a) Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant;
 - b) Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;
 - c) the accounting system should provide accurate and current financial reporting information; and,
 - d) The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

14. **Property Control:** Effective control and accountability must be maintained for all personal property. Subrecipients must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Subrecipients should exercise caution in the use, maintenance, protection and preservation of such property.
- a. **Title:** Subject to the obligations and conditions set forth in 28 CFR Part 66 (formerly OMB Circular A-102), title to non-expendable property acquired in whole or in part with grant funds shall be vested in the subrecipient. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of \$5,000.00 or more per unit.
 - b. **Use and Disposition:** Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal funds. Theft, destruction, or loss of property shall be reported to AEMA immediately.
15. **Performance:** This grant may be terminated or fund payments discontinued by AEMA where it finds a substantial failure to comply with the provisions of the legislation governing these funds or regulations promulgated, including those grant conditions or other obligations established by AEMA. In the event the subrecipient fails to perform the services described herein and has previously received financial assistance from AEMA, the subrecipient shall reimburse AEMA the full amount of the payments made. However, if the services described herein are partially performed, and the subrecipient has previously received financial assistance, the subrecipient shall proportionally reimburse AEMA for payments made.
16. **Deobligation of Grant Funds:** All expenditures of grant funds must be completed and the grant closed out within forty-five (45) calendar days of the end of the grant period. Failure to close out the grant in a timely manner will result in an automatic deobligation of the remaining grant funds by AEMA.
17. **Americans with Disabilities Act of 1990 (ADA):** The subrecipient must comply with all the requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.
18. **Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped):** All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973. therefore, the federal funds recipient pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The recipient agrees it will ensure that requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all of its subrecipients, contractors, subcontractors, assignees or successors.
19. **Utilization of Minority Businesses:** Sub grantees are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.
20. **Political Activity:** None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."

21. **Debarment Certification:** With the signing of the grant application, the subrecipient agrees to comply with Federal Debarment and Suspension regulations as outlined in the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion –Lower Tier Covered Transactions” form.
22. **Drug-Free Workplace Certification:** This certification is required by the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989, Federal Register, require certification by the state agency subrecipient s that they will maintain a drug-free workplace. The certification is a material representation of fact upon which reliance will be placed when AEMA determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the grant; or government-wide suspension or debarment.
23. **Closed-Captioning of Public Service Announcements:** Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.
24. **Fiscal Regulations:** The fiscal administration of grants shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by AEMA Guidelines or “Special Conditions” placed on the grant award.
25. **Compliance Agreement:** The subrecipient agrees to abide by all Terms and Conditions including “Special Conditions” placed on the grant award by AEMA. Failure to comply could result in a “Stop Payment” being placed on the grant.
26. **Suspension or Termination of Funding:** AEMA may suspend, in whole or in part, and/or terminate funding for or impose another sanction on a subrecipient for any of the following reasons:
 - a. Failure to comply substantially with the requirements or statutory objectives of the 2003 Omnibus Appropriation Act issued thereunder, or other provisions of Federal Law.
 - b. Failure to adhere to the requirements, standard conditions or special conditions of this grant.
 - c. Proposing or implementing substantial program changes to the extent that, if originally submitted, the agreement would not have been approved for funding.
 - d. Failure to submit reports on a semi-annual basis and as otherwise required.
 - e. Filing a false certification in this application or other report or document.
 - f. Other good cause shown.
27. **National Incident Management System (NIMS):** The subrecipient agrees to make good faith efforts to comply with NIMS compliance requirements published by the NIMS Integration Center and the State NIMS Coordinator. The subrecipient further agrees to comply with specific requirements published in the State of Alabama NIMS Implementation Plan.
28. **Alabama Mutual Aid System Agreement (AMAS):** The subrecipient agrees to remain a party to the Alabama Mutual Aid System Agreement.

29. **Emergency Operations Plan (EOP):** In accordance with FY 15 Federal Emergency Management Performance Grant Guidance the subrecipient agrees to develop and maintain viable all hazards, all threats Emergency Operations Plans (EOPs) by engaging the whole community in compliance with the Comprehensive Preparedness Guide (CPG) 101 v.2 released September 2010. The subrecipient shall maintain, or revise as necessary, jurisdiction wide all hazard emergency operations plans consistent with CPG 101 v.2 which serves as the foundation for State, local, tribal, and territory emergency planning. Subrecipient s must update their EOPs once every two years.
30. **Plan Analysis Tool:** In accordance with FY 14 Federal Emergency Management Grant Guidance the subrecipient agrees they will report progress toward aligning their EOP with CPG 101 v.2 by completing the Plan Analysis Tool CPG 101 v.2 available at <http://www.fema.gov/plan>. The subrecipient is required to submit a Plan Analysis Tool annually that describes the percentage completion of the CPG 101 v.2 alignment.
31. **Completion of Threat and Hazard Identification and Risk Assessment (THIRA):** In accordance with FY 14 Federal Emergency Management Performance Grant Guidance all subrecipient s shall develop and maintain a Threat and Hazard Identification and Risk Assessment (THIRA).
32. **Exercise Requirement:** In accordance with FY 15 Federal Emergency Management Performance Grant Guidance subrecipient agrees that all personnel funded from this grant, shall participate in no less than three exercises in a 12 month period. And an After Action Report/Improvement Plan (AAR/IP) will be completed and submitted to hseep@dhs.gov and aemaempg@ema.alabama.gov after conduct of said exercise.
33. **Training Requirement:** In accordance with FY 15 Federal Emergency Management Performance Grant Guidance subrecipient agrees that all personnel funded from this grant, shall complete the following training requirements, record proof of completion, and forward proof to completion to AEMA.

NIMS Training:

IS 100
IS 200
IS 700
IS 800

FEMA Professional Development Series:

IS 120
IS 230
IS 235
IS 240
IS 241
IS 242
IS 244

Previous versions of the IS courses meet the NIMS training requirements. A complete list of Independent Study Program Courses may be found at <http://training.fema.gov/is>.

34. **Acknowledgement of Federal Funding from DHS:** All recipients of financial assistance will comply with requirements to acknowledge Federal funding when issuing statements, press releases, request for proposals, bid invitations, and other documents, describing projects or programs funded in whole or in part with Federal funds.
35. **Meeting Requirement:** All recipients agree that they will attend the two mandatory meetings scheduled by AEMA Director or his designee.

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, 2015 through September 30, 2016, 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 DETENTION FACILITY

David W. Gault
Chairman, County Commission

ALABAMA DEPARTMENT OF YOUTH SERVICES

Steven P. Lafreniere
Executive Director

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

DIVERSIFIED COMPUTER SERVICES, L.L.C.
LICENSE AGREEMENT
(Software Subscription License)

THIS AGREEMENT is entered into as of October 1, 2015 ("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 ("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 ("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 Licensee's reasonable back-up and archival purposes. Licensee shall not, in whole or in part, (i) modify,

DIVERSIFIED COMPUTER SERVICES, L.L.C.
LICENSE AGREEMENT
(Software Subscription License)

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

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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.
- 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.

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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 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,

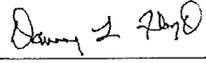
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including, but not limited to, Acts of God, acts of civil or military authority, fires, riots, wars, embargoes, or communications failures.

- 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: 20 August 2015

Chambers County Commission
 By: _____
 Regina Chambers
 Title: County Manager
 Date: _____

 By: _____
 David Eastridge
 Title: Chairman
 Date: _____

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LICENSE AGREEMENT
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EXHIBIT A
PRODUCT AND PRICE LIST

1. Description of Licensed Software. County Information Management System, v. 3.0.
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.

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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 change 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 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.

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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.

STATE OF ALABAMA
CHAMBERS COUNTY

AGREEMENT

This agreement by and between the Department of Examiners of Public Accounts (EPA) and the Chambers County Commission (CCC) becomes effective upon full execution.

It is agreed that the EPA will audit the CCC for the one (1) year period October 1, 2011 through September 30, 2012. The audit will encompass a financial audit in Accordance with Government Auditing Standards issued by the Comptroller General of the United States, an audit of compliance with applicable laws and regulations of the State of Alabama, and an audit of compliance with applicable laws and regulations of the Federal Government in Accordance with OMB Circular A-133 and the Single Audit Act Amendments of 1996.

CCC agrees to reimburse EPA for its necessary and reasonable costs to conduct the audit, which include personnel costs and travel expenses incurred at amounts authorized by the State Travel Law. The maximum cost of this agreement to CCC shall not exceed nine thousand six hundred sixty dollars (\$9,660.00). CCC agrees to pay 80% of the cost of this agreement upon full execution and 20% after completion of fieldwork as evidenced by invoices from the Department of Examiners of Public Accounts.

EPA agrees to furnish all required copies of audit reports to federal grantor agencies in addition to copies provided to CCC.

EPA agrees that all working papers shall be made available upon request for review by the federal grantor agencies consistent with State Law. EPA agrees to retain all working papers and reports for a minimum of five (5) years from the date of the audit report unless EPA is notified in writing to extend the retention period.

EPA agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer

and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, EPA shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with EPA's hiring practices to execute an affidavit to this effect on the form supplied by the CCC and return the same to the CCC. EPA shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the CCC may require to confirm EPA's enrollment in the E-Verify Program. EPA agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If EPA receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the CCC and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. EPA shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If EPA violates any term of this provision, this Agreement will be subject to immediate termination by the CCC. To the furthest extent permitted by law, EPA shall defend, indemnify and hold harmless the CCC from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in

any way related to EPA's failure to fulfill its obligations contained in this paragraph.

CCC agrees to make available to EPA all financial and operating data determined necessary by EPA to conduct the audits. CCC agrees to provide a working area for personnel of EPA, which facilitates efficient fieldwork.

This agreement and all promises by CCC are made subject to availability of sufficient funds.

The parties shown below have executed this agreement to become effective on the date specified previously and under all conditions described herein.

IN WITNESS THEREOF, the parties hereto have affixed their hands and seals as of the dates of the signatures below.

STATE OF ALABAMA
Department of Examiners
of Public Accounts

Ronald L. Jones
Ronald L. Jones
Chief Examiner

Date: 8/11/15

Chambers County Commission

David Eastridge
David Eastridge
Chairman

Date: 9/8/15