

TUSCALOOSA COUNTY COMMISSION
MEETING

November 18, 2009

TUSCALOOSA COUNTY §
STATE OF ALABAMA §

This being the date and hour to which the Tuscaloosa County Commission adjourned, the County Commission met pursuant to such adjournment with Probate Judge W. Hardy McCollum presiding as Chairman. The following members were present:

Don Wallace
Gary Youngblood
Bobby Miller
Reginald Murray

Commissioner Gary Youngblood moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to authorize County Attorney Robert Spence to proceed with right-of-way acquisition for the Eastern Valley Road Bridge Replacement Project.

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize payment to CFM Group, LLC, for floodplain mapping services of the Tadpole Creek area in the amount of \$27,890.46.

Exhibit 11-1, Page

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to

declare various items of the Engineering Department as surplus property for liquidation:

- Damaged tool boxes
- Broken/worn non-warrantable air and hand tools
- Broken/worn battery chargers
- Broken/worn water pumps
- Mosquito sprayer
- Steam cleaner
- Broken/worn chain saw/pole saw parts
- Vehicle lift
- Worn out a/c recovery machines
- Oil dispensing machines

Commissioner Gary Youngblood moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to authorize submission of a grant application for the ongoing LEGIONS Grant (Law Enforcement Giving Immediate Options and Needed Services). The grant request of \$69,350.75 will be submitted to ADECA with matching funds provided in the existing budget.

Exhibit 11-2, Page

Commissioner Bobby Miller moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to approve the following institutions as Tuscaloosa County depositories and authorize Chief Financial Officer Bill Lamb to transact official business accordingly:

RBC Bank	BB&T
Bank of Tuscaloosa	First Federal
Compass Bank	First National Bank of Central AL
Cadence Bank	Robertson Banking Co.
Regions	Bryant Bank
West Alabama Bank	Synovus Securities
Stern, Agee & Leach	Wachovia
Capstone Bank	

Exhibit 11-3, Page

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to approve the warrants issued to cover Tuscaloosa County's expenditures for the month of October, 2009.

Exhibit 11-4, Page

Commissioner Bobby Miller moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to approve the following State Grants:

Cottondale Little League \$50,000.00
Hillcrest Little League \$50,000.00
Tombigbee Resource Conservation & Development Council \$16,000.00
Tuscaloosa Sports Foundation \$2,000.00

Exhibit 11-5, Page

Commissioner Don Wallace moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to authorize County Attorney Robert Spence to proceed with the purchase of a parcel of land on Martin Road from Katherine Springer in the amount of \$4,200.00 for work on the Martin Road/Union Chapel intersection.

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to approve a software license agreement with Spillman Corporation for the Sheriff's Department.

Exhibit 11-6, Page

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize advertisement for bids for Phase 3 of the Courthouse renovation. This will include renovation of the first floor, partial renovation of the Ground floor, renovations to toilets on second, third, and sixth floors, and renovations to the Mechanical Room and Equipment on sixth floor.

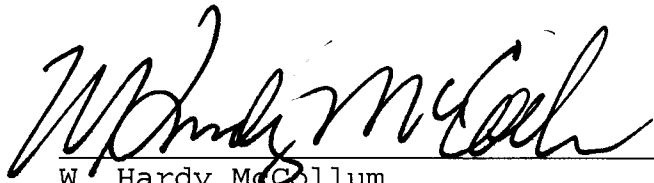
Exhibit 11-7, Page

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to depart from the order of business set forth in the official agenda to discuss a request for asphalt for Lake View Elementary School.

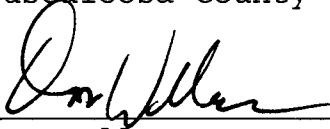
Commissioner Gary Youngblood moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to provide asphalt for two 50 x 50 areas at Lake View Elementary School for children to use during their physical education class.

Exhibit 11-8, Page

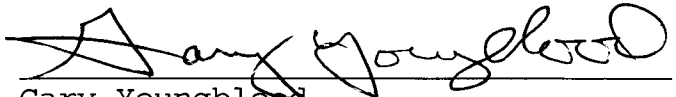
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, December 2, 2009.



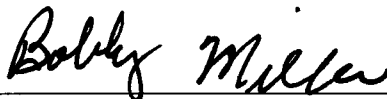
W. Hardy McCollum
Judge of Probate and Chairman
Tuscaloosa County Commission



Don Wallace
Commissioner - District I



Gary Youngblood
Commissioner - District II



Bobby Miller
Commissioner - District III



Reginald Murray
Commissioner - District IV

CFM Group LLC

Invoice


2135 University Blvd
Suite A
Tuscaloosa, AL 35401

Invoice Date:	Invoice #:
11/5/2009	3330

Bill To:
Tuscaloosa County Engineer's Office ATTN: Mr. Tom Fancher 2810 35th Street Tuscaloosa, AL 35401

Project Name:
FEMA Study of Tadpole Creek Tuscaloosa County, Alabama

P.O. Number:	Due Date:	Rep	Account #	Job No:
	11/5/2009	RAD		2008157 Flood Ma...

Description	Hours/Qty	Rate	Amount
FEMA Study of Tadpole Creek, Tuscaloosa County, Alabama			
Task 2: Simple Hydrologic Analysis of 3.17 square miles Simple Hydrologic Analysis = \$633.66 Simply Hydrologic Analysis performed @ 100% complete to date, November 2, 2009		633.66	633.66
Task 3: Field Surveying of 3.28 miles including Temporary Control, 2 Cross-Sections, 1 Bridge, 1 Culvert Field Surveying = \$12,778.73 Field Surveying performed @ 100% complete to date, November 2, 2009		12,778.73	12,778.73
Task 8: Hydraulic Analysis of 3.28 miles Hydraulic Analysis = \$12,918.07 Hydraulic Analysis @ 100% complete to date, November 2, 2009		12,918.07	12,918.07
Task 10: Presentation Presentation = \$1,560.00 per stream Presentation @ 100% complete to date, November 2, 2009		1,560.00	1,560.00
Task 11: FEMA Submission FEMA Submission = \$3,500.00 per stream FEMA Submission @ 0% complete to date, November 2, 2009			
Please include the job number and invoice number with payment. If you have questions, please call Patty or Amy at (205) 752-4037. Thanks. <i>THIS WORK HAS BEEN DONE - 11.5.09</i> 	Total		\$27,890.46
	Payments/Credits		\$0.00
	Balance Due		\$27,890.46

received
11-6-09

ADECA

Law Enforcement/Traffic Safety Division
 401 Adams Avenue
 P.O. Box 5690
 Montgomery, AL 36103-5690

GRANT APPLICATION

Page 1

Date Received by LETS
 Grant # Assigned (Leave Blank)

Application is hereby made for a grant under the program described in item 7 below in the amount and for the purpose set forth in this application

1. Applicant

Name Tuscaloosa County Commission
 Address 714 Greensboro Avenue
 Tuscaloosa, Alabama 35401
 Phone #: 205-349-3870 extension 312
 Fax # 205-345-9580
 E-Mail

3. Authorizing Official

Name W. Hardy McCollum
 Title Tuscaloosa County Commission Chairman
 Address 714 Greensboro Avenue
 P.O. Box 20113
 Tuscaloosa, Alabama 35402-0113
 Phone # 205-349-3870 extension 200
 Fax # 205-345-2331
 E-Mail Hardym@Tuscco.com

Signature **2. Implementing Agency**

Name Tuscaloosa County Commission
 Phone # 205-349-3870 extension 312

5. Financial Officer

Name Bill Lamb
 Address 714 Greensboro Avenue
 Tuscaloosa, Alabama 35401
 Phone # 205-349-3870 extension 215
 Fax # 205-758-0247
 E-Mail billlamb@Tuscco.com

Signature **4. Project Director**

Name Leslie Abernathy
 Address 2501 7th Street, Suite 300
 Tuscaloosa, Alabama 35401
 Phone # 205-349-3870 extension 313
 Fax # 205-345-9580
 E-Mail Labernathy@Tuscco.com

Signature **6. Type of Application**

- Original
 Continuation of Previous Grant

Number: 07-WF-LE-010

7. Program Under Which Application is Made
Violence Against Women Act

8. Project Start Date (Estimated)
 1-Oct-09

9. Project Ending Date (Estimated)
 30-Sep-09

10. Does this application require a prior cost approval?

Yes No

11. Name of the Project (Brief Descriptive Title)
 LEGIONS - Law Enforcement Giving Immediate Options
 and Needed Services

12. Grant Funds Requested

\$ 69,350.75

13. Will other Federal Support be available for any part of this project? Yes No

14. Total Project Duration (in Months)

12

(If yes, identify and explain on Page 9)

15. Project Summary: (Suitable for a news release pertaining to this project)

Tuscaloosa County has been working toward solutions to problems associated with domestic violence cases for many years. In 1996, Tuscaloosa County received the Violence Against Women Grant which in turn led to the development of the Law Enforcement Giving Immediate Options and Needed Services (LEGIONS). The LEGIONS program is designed to improve the response of the criminal justice system and provide the victim with needed services. This grant enables interaction between law enforcement agencies and professional services to improve the fight against domestic violence. Enhancing cooperative efforts among several agencies intensifies the ability to prosecute the offender by allowing enough man power to ensure that all evidence is gathered so that the "no drop" policy can be upheld. The grant also provides the victims with the treatment needed to reverse the effects of domestic violence. A collective interaction among LEGIONS agencies allows for a more efficient response to domestic violence cases.

ADECA
Law Enforcement / Traffic Safety Division
401 Adams Avenue
Montgomery, Alabama 36103-5690

GRANT APPLICATION **Page 2**
16. Project Narrative Description
Problem
Must be expressed in measurable terms

History

In 1989, Tuscaloosa County Domestic Relations Court Judge spearheaded the establishment of the Domestic Violence Task Force. The task force established a team comprised of law enforcement agencies, judicial offices and courts, victims' advocates and the Intervention Program. The Domestic Violence Intervention Program, a batterer's treatment program, was established by Family Counseling Services and became part of sentencing standards for domestic violence cases throughout Tuscaloosa County. The result was the Tuscaloosa County Interagency Agreement on Domestic Violence Policies and Procedures, a formal agreement between the entities involved in the task force. The agreement outlines the roles and the responsibility of the agencies involved in domestic violence cases but does not have authority to mandate actions. Providing a formal interagency structure to carry out the directives of the Interagency Agreement is the basis of the project described in this grant proposal.

The Tuscaloosa County Sheriff's Department, Tuscaloosa Police Department and Northport Police Department (the three law enforcement agencies that handle all domestic violence in Tuscaloosa County) also developed a formal "pro-arrest" policy, which removes the discretion of arrest from the law enforcement officer and from the victim. Through their central dispatch, the Tuscaloosa Police Department has established a central registry of all restraining orders issued by the Domestic Relations Division of the Tuscaloosa County Circuit Court. The existence of temporary restraining orders could be used to provide a basis for a warrant less arrest as defined by the Alabama State Code. Orders submitted to the Central registry are kept current by coordination between the Tuscaloosa Police Department Central Dispatcher and the Office of the Family and Domestic Relations Circuit Judge. Tuscaloosa County received a grant through the Department of Justice to create the LEGIONS program. This funding has enabled domestic violence cases to be handled in a different manner than ever before.

Present

The law enforcement agencies estimate that while there has been a decrease in the number of reported domestic violence incidents, some victims still remain reluctant to file an incident report or pursue prosecution due to the lack of confidence in the judicial system. Therefore more manpower in each agency, continued education and funding is still in great need. Unless these three critical points are met, budget restrictions will not allow for this specialized routine to continue. Emphasis must be put on domestic violence cases to ensure that this crime receives the attention and effective prosecution needed and deserved.

The goal of the continuation of the Law Enforcement Giving Immediate Options and Needed Services (LEGIONS) Program is to persevere the response of the Tuscaloosa County Criminal Justice system in charge of enforcing domestic violence laws, providing services to victims and maintaining appropriate record keeping habits.

The objectives of the program include:

- Based on the Domestic Violence Quarterly Report, the statistics for 2008 show a decrease in domestic violence. Our goal for the year 2009 is to prevent the severity of Domestic Violence Cases from escalating through law enforcement intervention.
- Continue sustaining the commitment of the state and local government to assist victims of domestic violence by having the Domestic Violence Team, a multi-jurisdiction law enforcement unit, investigate and clear serious crimes against persons. The Domestic Violence Team consists of three Domestic Violence Investigators.

Through proper funding, these goals can continue to become a reality in Tuscaloosa County. Continuing the Domestic Violence Team within the multi-jurisdictional Homicide Unit allows the LEGIONS Program to ensure uniform investigation, prosecution and response to domestic violence cases throughout Tuscaloosa County. Increased resources, which allow for better communication and cooperation between the law enforcement agencies and the District Attorney's Office, permit cases to be based on strong evidence rather than relying on reluctant or unwilling victim witnesses. This will increase the rate of successful prosecution of felony and misdemeanor domestic violence cases handled by the Sixth Judicial Circuit Court.

Below is a chart of the total number of Domestic Violence Cases

<u>Year</u>	<u>Total Cases</u>
1999	3200
2000	4932
2001	5333
2002	5081
2003	5617
2004	5597
2005	6893
2006	6783
2007	6731
2008	6547

LEGIONS established a Domestic Violence Team within the Tuscaloosa County Homicide Unit, which devotes three full-time investigators to conduct investigations into all domestic violence incidences in Tuscaloosa County. Misdemeanor cases assigned to Tuscaloosa and Northport Municipal Courts will continue to be handled by City Attorneys who are supported by funding from city governments.

Throughout the duration of the LEGIONS project, many steps will be taken to reduce domestic violence incidences. Many of these steps work simultaneously to achieve maximum efficiency of domestic violence prevention. The following steps are taken to fight domestic violence:

1. Inter-cooperation among the governmental agencies will increase through close interaction with the Prosecutor.
2. Vertical prosecution and a "no-drop" policy allow for successful prosecution of perpetrators.
3. Community awareness of domestic violence issues will increase due to community-oriented policing techniques and neighborhood meetings.

Due to the data, which was obtained by each individual agency in Tuscaloosa County, the District Attorneys office is able to provide a Quarterly Domestic Violence Report. The report summarizes the assaults, murder/suicide, harassment cases, etc. that the Domestic Task Force Team encounters throughout the grant period. LEGIONS participants have witnessed phenomenal results since it began in 1996 and they welcome the opportunity to continue fighting domestic violence in Tuscaloosa County. Rather than adopting a new domestic violence program, which may not have been as effective, the LEGIONS team chose to continue using the same primary method for fighting domestic violence

To increase assistance of domestic violence victims

- ◆ The Domestic Violence Team will include a Family Violence Investigator from the TPD, NPD and TCSO

To generate public awareness of the impact of domestic violence upon the victim and the community

- ◆ LEGIONS will offer educational presentations to community and neighborhood groups
- ◆ Participate in newspaper, television and radio interview shows

The Domestic Violence Team will utilize both of the above methods to increase community awareness of the impact of domestic violence. The ultimate goal of these education efforts is to attain a community-wide zero-tolerance attitude toward domestic violence. Furthermore, the Homicide Unit predicts that the increase in community awareness will increase the number of calls for assistance especially in the rural areas of Tuscaloosa County.

SUMMARY OF GOALS AND METHODS

LEGIONS Team will provide a coordinated response to domestic violence within Tuscaloosa County. The first step is to enable local police departments to retain the services of investigators who have been trained to respond to domestic violence calls. Members of the team will meet quarterly and coordinate and provide community education programs throughout the county. At every stage of the process, the LEGIONS Team will be sending a direct and consistent message to members of the Tuscaloosa Community that domestic violence will not be tolerated.

Responsibilities of Project Director

The Project Director will be responsible for managing the LEGIONS grant. He acts as an intermediary between the agencies and ADECA by maintaining the paperwork regarding the grant (i.e. invoices, minor accounting – amount spent vs. amount available to spend, etc.). The project director is also responsible for coordinating many of the meetings regarding the LEGIONS grant. Finally, the project director is knowledgeable of the grant technicalities and is available to answer any questions the agencies may have concerning the grant.

Responsibilities of Personnel

Assistant DA (Family Violence Prosecutor) The responsibilities are prosecuting those charged with domestic violence offenses.

Northport Police Department Officer, Tuscaloosa Police Department Officer, and Tuscaloosa County Sheriff Office Deputy: these officers are responsible for enforcing domestic violence laws, investigating a domestic violence incident, keeping victims separate from their perpetrators and making the public aware of effects and preventive measures of domestic violence.

Equipment

The LEGIONS program in Tuscaloosa County is in desperate need of a new camera and Crime Scene Light Kit. A list of items and cost breakdown is included as part of the application package in the Budget Section.

The LEGIONS program is designed to improve the response of the criminal justice system in Tuscaloosa County. Expansion of the Domestic Violence Team within a countywide law enforcement unity ensures uniform response, investigation, and prosecution for domestic violence incidences. The Domestic Violence Team established a centralized database of incidence reports, prosecution action, sentencing and counseling which will assist case management and track program success.

Throughout the duration of the project, the success of LEGIONS will be measured in terms of comparing the increases/decreases in the number of people treated through LEGIONS as opposed to the number of people treated prior to the enactment of LEGIONS. The database serves as an important tool in measuring the statistical success of the LEGIONS program. The records will also allow LEGIONS program staff to track domestic incidences reports, domestic violence arrests, temporary restraining orders issued, violations of restraining orders, harassment, menacing, murder, murder with suicide, domestic violence cases pursued through prosecution, types (simple assault, aggravated assault) of domestic violence convictions, repeat offenders and victims who sought assistance and services. It will provide data on case profiles, individually and aggregate, to track cases and assess shifting service needs.

The LEGIONS program holds a thorough meeting process to analyze all the data gathered. This meeting process will provide a forum for airing grievances about how cases are being handled, sharing information on new policies and practices, and building community awareness of resources and services available from the police and courts.

The LEGIONS Program was designed to promote coordination among government offices and community agencies involved in fighting domestic violence. The Domestic Violence Prosecutor and Investigators and Turning Point representative will comprise the Domestic Violence Team. A monthly team meeting will ensure that complete access to information will be available to all participating agencies and it also analyzes the statistical data provided by the database to measure the success of the program.

The Domestic Violence Prosecutor acts as Program Coordinator and is responsible for scheduling and conducting face-to-face meetings of all participants where information regarding the number of incidence reports and arrests, the rate of successful prosecution and staff productivity will be shared.

The mechanism for this information exchange includes:

Quarterly Administration and Staff Meeting involves the Domestic Violence Team, administrators of the four agencies directly involved in the LEGIONS Program and Turning Point. This organization will act in an advisory capacity and will review the progress of the LEGIONS Program towards meeting its objectives and goals.

Domestic Violence Task Force Meeting is held every month involving agencies that have signed the Interagency Agreement on Domestic Violence. This meeting will foster improved communications among all entities directly involved in domestic violence.

ADECA
Law Enforcement/Traffic Safety Division
401 Adams Avenue
P.O. Box 5690
Montgomery, AL 36103-5690

GRANT APPLICATION

20. Project Narrative
Detailed Budget

Include the estimated cost of all required resources.
 Explain computations in the Budget Narrative on Page 8.

A. Personnel:

List each individual with salary

Name of Employee	Position / Title	Salary	Rate Of Pay (BW, SM)	% of Time Devoted to Project	Annual Income / Unit Cost	Category Total
Tiffany Roberts	TCSO	\$ 984.51	26	100%	\$ 25,597.36	\$ 25,597.36
Gerald Burton	NPD Officer	\$ 984.51	26	100%	\$ 25,597.36	\$ 25,597.36
Toby Banks	TPD Officer	\$ 984.51	26	100%	\$ 25,597.36	\$ 25,597.36
		\$ -	26	100%	\$ -	\$ -
		\$ -	26	100%	\$ -	\$ -
		\$ -	26	100%	\$ -	\$ -
		\$ -	26	100%	\$ -	\$ -
		\$ -	26	100%	\$ -	\$ -
		\$ -	26	100%	\$ -	\$ -
		\$ -	26	100%	\$ -	\$ -
		\$ -	26	100%	\$ -	\$ -

Salaries Sub-Total \$ 76,792.08

Fringe Benefit Computation

FICA	\$ 76,792.08		7.650%
SUI	\$ 76,792.08		0.000%
W/C	\$ 76,792.08		0.000%
Health Insurance	\$ -	0	100.00%
Life Insurance	\$ -	0	100.00%
Retirement	\$ -	0	100.00%
Other	\$ -	0	100.00%
		0	100.00%

\$ 5,874.59
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -

Fringe Sub-Total \$ 5,874.59

Total Personnel Expenditures \$ 82,666.67

B. Confidential Expenditures:

Prior approval of procedures is required

1. Purchase of Services	\$ -
2. Purchase of Evidence	\$ -
3. Purchase of Specific Information	\$ -

Total Confidential Expenditures \$ -

Professional Services:

Must be itemized

List by individual or type of individual, with fee basis limited to a reasonable rate not to exceed \$450 per day.

1. Individual Consultants and/or Contracting of Service Organizations	
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -

Total Professional Services \$ -

D. Travel:
 Transportation & associated cost of project personnel. (Consultant travel is to be included in Category C)

Mileage:		\$	-
Per Diem:		\$	-
Conference Cost:		\$	-
Other:		\$	-
Total Travel			\$ -

E. Operating Expenses:
 Must be itemized

		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
Total Operating Expense			\$ -

F. Equipment Purchase:
 Must be itemized

Item	Qty	Unit Price	Total Item Cost
Scene Light Kit	1	\$ 799.00	\$ 799.00
Scene Work Light Kit	2	\$ 1,800.00	\$ 3,600.00
Canon 580EXII	2	\$ 420.00	\$ 840.00
Canon OC-E3 off camera shoe cords	2	\$ 70.00	\$ 140.00
Canon RS-60E3 remote switch	2	\$ 24.00	\$ 48.00
Manfrotto 200PL 14 Tripod quick release plate	2	\$ 12.00	\$ 24.00
Canon 50D camera kit with 17-85mm lens	3	\$ 1,450.00	\$ 4,350.00
		\$ -	\$ -
Equipment Purchase Total			\$ 9,801.00
Lease or Rental Equipment			
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
Lease or Rental Total			\$ -
Total Equipment Expense			\$ 9,801.00

Total Project Cost			\$ 92,467.67
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Matching Ratio:	ADECA / LETS %	75%			
	Match %	25%		ADECA / LETS Support	\$ 69,350.75
				Matching Contribution	\$ 23,116.91

ADECA
Law Enforcement / Traffic Safety Division
401 Adams Avenue
Montgomery, Alabama 36103-5690

GRANT APPLICATION

Page 8

21. Budget Narrative

Describe the computations of the budget items & relate the budget to the project activities.

In the **Personnel** category, \$ 82,567.67 has been documented for this grant period. All the positions to implement the LEGIONS program are paid biweekly. The grant amount that has been awarded will be applied to the base salary of each team member. The county's match will be the difference in the base salary along with the fringe benefits. All calculations for benefits are explained in the original grant application on the attached Form 92's of the budget.

In the **Equipment** category, \$9,801.00 has been allocated to purchase needed items for the Domestic Violence multi-jurisdictional agency.

Flash Equipment :

- 2 - Canon 580EXII, \$420 each = \$ 840.00
- 2 - Canon OC-E3 off camera shoe cords, \$70 each = \$140.00
- 2 - Canon RS-60E3 remote switches, \$24 each = \$48.00
- 2 - Manfrotto 200PL-14 tripod quick release plate (Plate to attach camera to tripod), \$12 each = \$24.00

Camera :

- 3- Canon 50D camera kit with 17-85mm lens, \$1,450.00 each = \$4,350.00

9430 Remote Area Lighting System:

Up to 15 hours of burntime, 2000 lumens of brightness, Maintenance Free LED Array with life expectancy of 50,000 hours, Fully extendable mast with 360 degree rotating head, Low Battery Warning System, Waterproof Rubber Activation Switch, Mast Extension Lock , \$799.00 each

9460 Remote Area Lighting System:

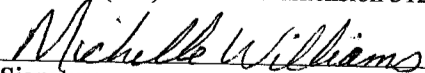
Using solid-state mounted LED's coupled with a thermally efficient light engine and our 1510 Pelican Protector™ Case, the RALS 9460 gives the user the ultimate maintenance free portable floodlight station to get the job done efficiently, safely and on time. The RALS 9460 houses two of its light heads and its multistage charger for that total self contained convenience, it is also equipped with a telescopic handle and rugged wheels for ease of transport. Comes with convenient low battery warning system and waterproof activation switch, \$1,800.00 each = \$3,600.00


Budget Prepared By:

Name: Michelle Williams
Address: 2501 7th Street, Suite 300
Tuscaloosa, Alabama 35401
Phone #: (205) 349-3870 Extension 312

If the budget is prepared by an individual other than the Financial Officer, the Financial Officer must sign here as approving the budget as submitted.

Bill Lamb, Financial Director


Signature Date


Signature

11-18-2009
Date

22. Source of Contribution:

(Indicate Sources Per Instructions)

Fringe Benefits and the Difference in Salaries	\$	23,116.91
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-

Total Matching Contribution: \$ 23,116.91

Match from page 7 \$ 23,116.91

23. Budget Summary and Projection:
APPLICATION IS INCOMPLETE WITHOUT THIS

(Total budget of applicant or implementing agency)

Budget Categories	Prior Phase	Present Phase	Successive Phase
A Personnel and Fringe	\$ 82,666.67	\$ 82,666.67	\$ 82,666.67
B Confidential Expenditures	\$ -	\$ -	\$ -
C Professional Services	\$ 8,000.00		
D Travel	\$ -	\$ -	\$ -
E Operating Expenses	\$ -	\$ -	\$ -
F Equipment	\$ -	\$ 9,801.00	\$ 7,000.00
Total Budget of Applicant Duration of Project Phase	\$ 90,666.67	\$ 92,467.67	\$ 89,666.67

24. Federal Support:

Will other Federal support be available for any part of this project?

 Yes No

If "Yes", Explain:

25. Federal Submissions:

Have other Federal agencies been contacted for assistance on this or similar projects?

 Yes No

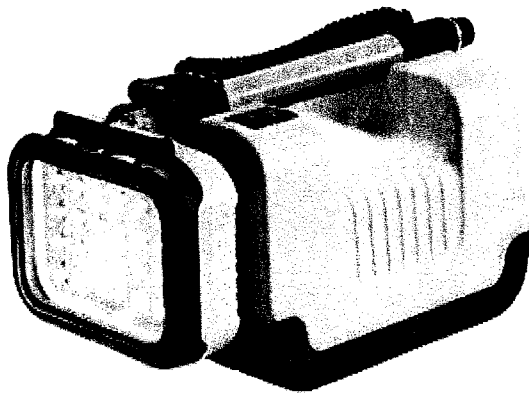
If "Yes", Explain:

Save page as PDF

Print | Close Window

Uncontrolled document as of August 5, 2009. Refer to website for up to date specifications.

LIGHTS
9430
Remote Area
Lighting System



9430 Remote Area Lighting System

- Up to 15 hours of burntime
- 2000 lumens of brightness
- Maintenance Free LED Array with life expectancy of 50,000 hours
- Fully extendable mast with 360 degree rotating head
- Low Battery Warning System
- Waterproof Rubber Activation Switch
- Mast Extension Lock

9430 Remote Area Lighting System Configurations

Cat. #	Description
9430	9430 Remote Area Lighting System



9430 Remote Area Lighting System Specifications

LED Type High Flux LED	LED Life 50000 hrs.	Tested Lumen Value 1000 (Low) 2000 (High)		
Lamp Heads 1	Number of LEDs 24	Beam Spread 90 degrees	Brightness Settings 2	
Battery Type 12v Rechargeable, Sealed	Battery Burn Time 15 hrs. (Low) 8 hrs. (High)	Battery Charging Time 7 hrs. from full discharge	Battery Life 2000 cycles	Low Battery Warning Intermittent Blinking
12 Volt Primary Sockets 1	12 Volt Auxillary Sockets 1	Watts 24	Voltage 12	
Head Material Polycarbonate/ABS	Body Material Polycarbonate/ABS	Mast Material Glass-Reinforced Plastic		
Lens Material Polycarbonate	Switch Type Material Silicone rubber keypad			
Head Length 6.5" (16.5 cm)	Head Width 7.87" (20 cm)	Head Depth 2.56" (6.5 cm)		
Width Closed 7.87" (20 cm)	Length Closed 15.75" (40 cm)	Height Closed 9.06" (23 cm)		
Mast Height Extended	Cord Length	Weight		

32.28" (82 cm)

13.78" (35 cm)

22.05 lbs. (10 kg)

9430 Remote Area Lighting System Approvals

RoHS (Restriction of Hazardous Substances) Compliant

9430 Remote Area Lighting System Accessories

Cat. #	Description	Sug. Retail
9436	12/24V Vehicle Charger	US\$120.00
9432	9430 Back Pack	US\$120.00
9431	9430 Tear-Off Back Pack	US\$120.00
9435	Spare LED Head Including Mast	US\$400.00
9438	9430 RALS Universal Charger	
9430T	9430T Tripod Kit	US\$150.00
9437	Extension Cord 118 inches (3m)	

Pelican™ Products, Inc.

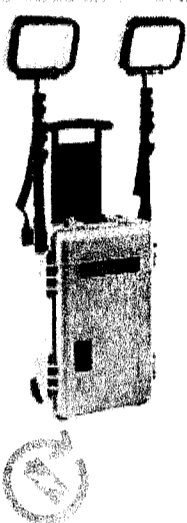
23215 Early Avenue • Torrance, CA 90505 • Phone: (310) 326-4700 • (800) 473-5422 • Fax: (310) 326-3311
e-mail:sales@pelican.com • www.pelican.com

Save page as PDF

Print | Close Window

Uncontrolled document as of August 5, 2009. Refer to website for up to date specifications.

LIGHTS
9460
Remote Area
Lighting System



9460 Remote Area Lighting System

Using solid-state mounted LED's coupled with a thermally efficient light engine and our 1510 Pelican Protector™ Case, the RALS 9460 gives the user the ultimate maintenance free portable floodlight station to get the job done efficiently, safely and on time. The RALS 9460 houses two of it's light heads and it's multi-stage charger for that total self contained convenience, it is also equipped with a telescopic handle and rugged wheels for ease of transport.

Comes with convenient low battery warning system and waterproof activation switch.

9460 Remote Area Lighting System Configurations

Cat. #	Description
9460	9460 Remote Area Lighting System



9460 Remote Area Lighting System Specifications

LED Type High Flux LED	LED Life 50000 hrs.	Tested Lumen Value 2000 (Low) 4000 (High)		
Lamp Heads 2	Number of LEDs 48	Beam Spread 90 degrees	Brightness Settings 2	
Battery Type 12v Rechargeable, Sealed	Battery Burn Time 14 hrs. (Low) 7 hrs. (High)	Battery Charging Time 9 hrs. from full discharge	Battery Life 2000 cycles	Low Battery Warning Intermittent Blinking
12 Volt Primary Sockets 2	12 Volt Auxiliary Sockets	Watts 48	Voltage 12	
Head Material Polycarbonate/ABS	Body Material Polypropylene	Mast Material Aluminium		
Lens Material Polycarbonate	Switch Type Material Silicone rubber keypad			
Head Length 6.5" (16.5 cm)	Head Width 7.87" (20 cm)	Head Depth 2.56" (6.5 cm)		
Width Closed 22" (55.9 cm)	Length Closed 13.82" (35.1 cm)	Height Closed 9.02" (22.9 cm)		
Mast Height Extended	Cord Length	Weight		

70.87" (179.9 cm)

13.78" (35 cm)

50.71 lbs. (23 kg)

9460 Remote Area Lighting System Approvals

RoHS (Restriction of Hazardous Substances) Compliant

9460 Remote Area Lighting System Accessories

Cat. #	Description	Sug. Retail
9436	12/24V Vehicle Charger	US\$120.00
9437	Extension Cord 118 inches (3m)	

Pelican™ Products, Inc.

23215 Early Avenue • Torrance, CA 90505 • Phone: (310) 326-4700 • (800) 473-5422 • Fax: (310) 326-3311
e-mail: sales@pelican.com • www.pelican.com

RESOLUTION OF APPLICANT COMMITMENT FOR MATCHING FUNDS

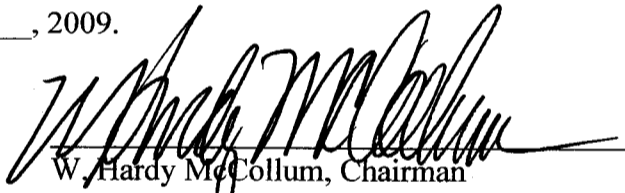
WHEREAS, the State of Alabama, through the Alabama Department of Economic and Community Affairs Law Enforcement Planning, under the omnibus Crime Control and Safe Streets Act of 1968 9 P. L. 90-351 as amended) and other appropriate federal authorizations, is offering financial aid to combat rising crime, improve the criminal justice system, assist victims of crime, and assist in the problems of juvenile justice; and

WHEREAS, the Tuscaloosa County Commission hereinafter referred to as Applicant, is of the opinion that it would be beneficial to make application for such assistance and

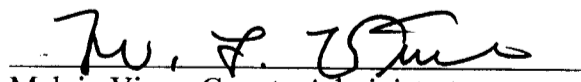
WHEREAS, the Tuscaloosa County Commission agrees to be accountable for providing the required (25%) cash match

NOW, THEREFORE, BE IT RESOLVED by the Tuscaloosa County Commission that W. Hardy McCollum, in his official capacity as Chairman be authorized to make application to the Alabama Department of Economic and Community Affairs, Law Enforcement Planning, for said financial assistance.

Adopted this the 18th day of November, 2009.


W. Hardy McCollum, Chairman
Tuscaloosa County Commission

I, Melvin Vines, County Administrator in and for Tuscaloosa County, Alabama do hereby certify that the above is a true and correct copy of a resolution adopted at their regular meeting of November 18, 2009, and the same appears in the minutes of said meeting. Witness by hand and official seal of the Tuscaloosa County, Alabama this 18th day of November, 2009.


Melvin Vines, County Administrator
Tuscaloosa County Commission

ADECA
Law Enforcement / Traffic Safety Division
401 Adams Avenue
Montgomery, Alabama 36103-5690

GRANT APPLICATION
Standard Subgrant Conditions
and Assurances
Page 1 of 4

Standard Subgrant Conditions and Assurance – Applicant understands and agrees that a subgrant received as a result of this application shall be subject to and incorporate the following assurances and conditions of the Bureau of Justice Assistance and ADECA.

1. **Authority of Authorizing Official:** It possesses legal authority to apply for the subgrant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the Applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein; and the directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. **Records Management:** Applicant gives assurances to maintain such data and information and submit such reports, in such form, at such times, and containing such information as the State/Federal grantor may require. The ADECA, BJA, and Comptroller General of the United States, or any of their duly authorized representatives, shall have access for purpose of audit and examinations to any books, documents, papers, and records of the subgrantee and to relevant books and records of subgrantee contractors, as provided in Section 521 of PL 94-503. Records of the subgrantee and contractors includes books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, cancelled checks, and related documents. Records must be retained for a period of at least three (3) years from the date of submission of the Final Financial Report.
3. **Funds Management:** Applicant assures that funds accounting, monitoring, and such evaluation procedures as may be necessary to keep such records as the State/Federal grantor agency shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received.
4. **Audit Responsibility:** Subgrantee shall satisfy requirements contained in OMB Circular A-133 and the current ADECA Audit Policy.
5. **Subgrant Fiscal Reports:** Subgrantees shall submit a Subgrant Fiscal Report, LETS Form 54, for each quarter.
Submission dates are as follows:

Period Covered	Report Due
January 1 – March 31	April 15
April 1 – June 30	July 15
July 1 – September 30	October 15
October 1 – December 31	January 15

Subgrantees have 60 days from the termination date of the subgrant to pay all encumbrances incurred during the subgrant period and submit a "Final Report". If quarterly reports are not filed on time, funds may be withheld until they are received.

6. **Subgrant Narrative Progress Report:** Subgrantee shall submit a Narrative Progress Report, LETS Form 55, or a specialized form provided in conjunction with an award for a specialized program, on a quarterly basis with the due dates identical to those above for the Quarterly Fiscal Report. The last quarterly report should become an "Annual Performance Report" whereby an assessment of the impact of the activities carried out under the subgrant is made. This report shall describe the activity undertaken and the results achieved. It shall include the data gathered on the approved performance indicators identified within the subgrant application or identified within a "Program Brief" detailing the program for which the application was submitted to implement.
7. **Published Material:** All published material and written reports submitted under this subgrant or in conjunction with the third party agreements under this subgrant will be originally developed material unless otherwise specifically provided for in the subgrant document. Material not originally developed included in reports will have the source identified either in the body of the report or in a footnote, whether the material is in a verbatim or extensive paraphrase format. All published material and written reports shall give notice that funds were provided under the particular State/Federal subgrant.
8. **Title of Property:** Title of property acquired in whole or in part with subgrant funds in accordance with approved budgets shall vest in the subgrantee, subject to divestment at the option of LETS, where its use for project or criminal justice purposes is discontinued. Subgrantees shall exercise due caution in the use, maintenance, protection, and preservation of such property during the period of project use.

9. Non Supplanting Certification: Applicant understands and hereby certifies that Federal funds made available will not be used to supplant State or local funds but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for drug law enforcement activities. Further, that matching funds required to pay the non-Federal portion of the consist of the project, for which subgrant funds are made available, shall be in addition to funds that would otherwise be made available for law enforcement, criminal justice, victim assistance and drug enforcement. Federal funds must supplement State and local funds, not supplant them.
10. Assurance of Compliance with Federal Civil Rights Act of 1964: Subgrantee agrees to comply with and ensure compliance by its contractors with Title VI of the Civil Rights Act of 1964, and all requirements imposed by or pursuant to regulations of the Department of Justice (28 D.F.R. Part 42) issued pursuant to that title, to the end that no person shall, on the grounds of race, color, creed, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance from the Department of Justice. The subgrantee further will comply with and ensure compliance by its contractors with Justice Department equal employment regulations in Federally assisted programs (28 C.F.R. Part 42, subpart D) to the end that employment discrimination in such programs on the grounds of race, color, creed, or national origin, shall be eliminated. The subgrantee recognizes the right of the United States to seek judicial enforcement of the foregoing covenants against discrimination, and will include a similar covenant assuring the right of the United states to seek judicial enforcement in its contract. As required by Section 518 (b) or PL 90-351, this grant condition shall not be interpreted to require the imposition in grant – supported projects of any percentage ratio, quota system, or other program to achieve racial balance or eliminate racial imbalance in a law enforcement agency. Applicant assures that in the event a Federal or State court or Federal or State Administrative Agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil rights compliance (OCRC), Office of Justice Programs of BJA.
11. Equal Employment Opportunity Program: Applicant agrees to formulate, as required, an Equal Employment Opportunity Program (EEO) in accordance with 28 D.F.R. 42.301 et. Seq. And certifies to the State that it, if required, has a current EEO on file which EEO will be provided to the State, if and when requested.
12. Continuation Funding: Subgrantee understands that the awarding of this grant in no way assures or implies continuation of funding beyond the project duration indicated on the subgrant award document.
13. Project Income: All interest in other income earned by the subgrantee with respect to grant funds or as a result of conduct of the grant project (sale or publications, registration fees, service charges on fees, etc.) must be accounted for.
14. Procurement Standards: Subgrantees must comply with the State Bid Law and the Federal minimum requirements in regard to "Procurement Standards and Procedures". The basic minimum procurement standards are as follows:
 - (a) Adequate and Effective Competition: All procurement shall be accomplished by obtaining adequate and effective competition to the maximum practicable extent consistent with the value, the nature, and the specifications of supplies and/or services to be procured.
 - (b) A minimum of two bids are required on all procurement – unless the supplies, equipment or services are of a "Sole Source" nature, and in this instance (sole Source Contracts) must have prior approval of LETS prior to placing of formal application.
 - (c) Proposals for requests for bids must contain non-restrictive specifications.
 - (d) All procurement shall be conducted so as to avoid collusion or actual conflicts of interest as well as any possibility of appearance of collusion or conflicts of interests.
15. Accounting Requirements: Subgrantee agrees to record all project costs, both LETS and matching share, following generally accepted accounting procedures. As separate account number or cost recording system must separate all project costs from the subgrantee's other or general expenditures. Adequate documentation for all project costs, both LETS and matching share, must be maintained. Such financial records and supporting documentation must be retained and available for audit purposes for three years or until a Federally approved audit is completed. Adequate documentation is defined as follows for each major budget category:

- (a) Personnel: Documentation must indicate payroll period, payment rate, hours per day, signature of employee and approval of supervisor.
 - (b) Professional Services: For individuals, documentation must indicate time period, payment rate, hours per day, signature of consultant and approval of project director. For organizations, documentation must be a detailed billing indicating service performed or product delivered, payment rate consistent with contractual agreement and approval by project director.
 - (c) Travel: Documentation must be detailed, signed by the employee and approved by employee's supervisor.
 - (d) Supplies and Operating Expenses and Equipment: Documentation includes audited vendor invoices approved by the project director.
16. Equipment: Equipment purchased with Federal funds must continue to be used for its intended purpose as prescribed by the applicable authorizing legislation after the end of the project. If the use is discontinued, a refund may be due LETS. The refund will be computed on resale value in accordance with the original matching ratio.
17. Allowable Cost: The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected costs items set forth in Bureau of Budget Circular No. A-87, "Principles for Determining Costs Applicable to Grants and contracts with State and Local Governments", as further defined and delineated in the GJA Financial Guide for Administration of Planning and Action Grants, and in the LETS Guidelines.
18. Expiration of LETS Funds: Regulations require that action grant funds for a fiscal year which are not expended or obligated by the subgrantee at the end of the grant period will lapse and revert to LETS. Obligations outstanding as of the termination of the subgrant shall be liquidated and a "Final Financial Report" submitted within 60 days from termination date.
19. Expenses Not allowable: Grant funds may not be expended for (a) items not part of the approved budget or separately approved by LETS, (b) purchase of land; (c) purchase of buildings or improvements thereon, or payment of real estate mortgages, or taxes, unless specifically provided for in the grant agreement; or (d) dues to organizations or federations; (e) entertainment; (f) purchase of equipment unless provided for in the grant agreement; or (g) indirect (overhead) costs.
20. Subgrant Adjustments: Subgrantees must obtain prior written approval from LETS for major project changes. These include (a) changes of substance in project activities, designs, or research plans set forth in the approved application; (b) changes in the project director or key professional personnel identified in the approved application; (c) changes in the approved project budget; and (d) project period extension.
21. Utilization and Payment of Funds: Funds awarded are to be expended only for purposes and activities covered by subgrantee's approved project plan and budget. Project funds may be made available through a fund advance and reimbursement procedure. Payments will be adjusted to correct previous over-payments or under-payments.
22. Termination of Aid: This grant may be terminated or fund payments discontinued by LETS where it finds a substantial failure to comply with the provisions of PL 94-503 or regulations promulgated, including these grant conditions or application obligations, but only after notice and hearing and pursuant to all procedures set forth in Sections 510 and 511 of PL 94-503.
23. Foreign Travel: Travel outside the continental United States will not be approved for funding.
24. Conflict of Interest: In the use of LETS grant funds officials or employees of State or local units of government and non government grantees shall avoid any action which might result in, or create the appearance of:
- A. Using his official position for private gain
 - B. Giving preferential treatment to any person
 - C. Losing complete independence or impartiality
 - D. Affecting adversely the confidence of the public in the integrity of the Government or this program

ADECA
Law Enforcement / Traffic Safety Division
401 Adams Avenue
Montgomery, Alabama 36103-5690

GRANT APPLICATION
Standard Subgrant Conditions
and Assurances
Page 4 of 4

25. **Copyrights:** Where activities supported by this grant produce original books, films, or other copyrightable material, the grantee may copyright such, but BJA reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such materials, and to authorize others to do so.
26. **Lobbying:** No part of a subgrant shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before legislative bodies. However, this provision is not to be construed as limiting expenses for the purpose of testimony before legislative bodies reviewing the effectiveness of grant programs or to prevent introduction and support in the State Legislature of general statutory reform, such as criminal code revisions, etc.
27. **Bonuses or Commissions:** The subgrantee is prohibited from paying any bonus or commission to any individual for the purpose of obtaining approval of an application for LETS assistance.
28. **Freedom of Information Act:** Pursuant to the Federal Freedom of Information Act, 5 U.S.C. 552, and Section 521 of the Omnibus Crime Control And Safe Streets Act, all records, papers, and other documents required to be maintained by recipients of BJA funds, including subgrantees and contractors, relating to the receipt and disposition of such funds, are required to be made available to BJA. This Act also sets out that these records are to be made available to the public and press under the terms and conditions of the Federal Freedom of Information Act (5 U.S.C. 552).
29. **Political Activity:** The restrictions of the Hatch Act, 5 U.S.C. Chapter 73, Subchapter III, concerning political activity by government employees are applicable to state and local government employees whose principal employment is in connection with activities financed, in whole or in part, by Title I grants.
30. **Environmental Impact:** Any application for subgrants or subcontracts, involving environmental changes or problems, must include either an environmental evaluation or a detailed environmental analysis as required by Section 102 (2)(c) of the National Environmental Policy Act.
31. **Clean Air Act and Federal Water Pollution Control Act Violation:** In accordance with the provisions of the Clean Air Act (42 U.S.C. 1857), as amended by PL 91-604, the Federal Water Pollution Control Act (33 U.S.C. 1251 et. seq.) as amended by PL 91-500 and Executive Order 11738, subgrants or contracts will not be made to parties convicted of offenses under these laws.
32. **Age Discrimination in Employment act of 1967:** Any application for subgrants or subcontracts, involving the employment of personnel, must be in compliance with the Federal "Age Discrimination in Employment Act of 1967", which, in brief form, sets out: "Sec. 4(a) It shall be unlawful for an employer - (1) to fail or refuse to hire or to discharge any individual or otherwise discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's age; (2) to limit, segregate, or classify his employees in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's age; or (3) to reduce the wage rate of any employee in order to comply with this Act".
33. **Criminal Penalties:** Whoever embezzles, willfully misapplies, steals or obtains by fraud any funds, assets, or property which are the subject of a grant or contract or other form of assistance pursuant to this title, whether received directly or indirectly from the administration, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both. Whoever knowingly and willfully falsifies conceals or covers up by trick, scheme, or device, any material fact in any application for assistance submitted pursuant to this title or in any record required to be maintained pursuant to this title shall be subject to prosecution under the provisions of Section 1001 of Title 18, United States Code. Any law enforcement program or project underwritten, in whole or in part, by any grant, or contract or other form of assistance pursuant to this title, whether received directly or indirectly from the administration, shall be subject to the provisions of Section 361 of Title 18, United States Code.

It is understood and agreed by the undersigned that the subgrant received as a result of this application is subject to the above conditions.



Signature of Authorized Official

November 18, 2009

Date

CERTIFICATION REGARDING LOBBYING

Each applicant shall file this certification and disclosures form if applicable, with each submission that initiates agency consideration of such applicant for an award of a LETS contract, grant or cooperative agreement of \$100,000 or more.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here _____ and complete and submit Standard Form # LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.


Signature of Authorized Official

November 18, 2009
Date

Commission Chairman
Title

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

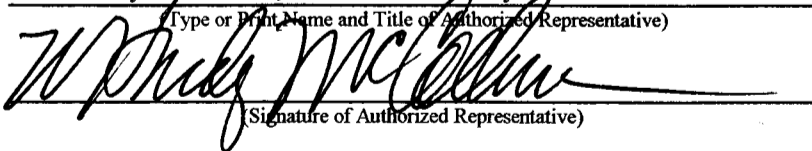
1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certifications this clause is a materiel representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage section of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participation a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

This certification is required by the regulations implementing Executive Order 12549, Debarment and suspension, 28 CFR Part 67, Section 67.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160 - 19211)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in these certification, such prospective participant shall attach an explanation to this proposal.

W.Hardy McCollum, Tuscaloosa County Commission Chairman

(Type or Print Name and Title of Authorized Representative)


(Signature of Authorized Representative)

November 18, 2009

Date

Tuscaloosa County Commission

(Name of Organization)

P.O. Box 20113

(Address of Organization)

Tuscaloosa, Alabama 35402

Certification Regarding Drug Free Workplace Requirements Grantees Other Than Individuals

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 28 CFR Part 67, subpart F. The regulation, published in the January 31, 1989 Federal Register, require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment (see 28 DFR part 67, Sections 67.615 and 67.620).

The grantee certifies that it will provide a drug free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- (b) Establishing a drug free awareness program to inform employees about --
 - 1. The dangers of drug abuse in the workplace.
 - 2. The grantee's policies of maintaining a drug free workplace.
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs.
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - 1. Abide by the terms of the statement.
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction.
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
 - 1. Taking appropriate personnel action against such an employee, up to and including termination.
 - 2. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

Place(s) of Performance: The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant (Street Address, City, County, State, Zip Code):

2501 7th Street, Suite 300	Tuscaloosa	Tuscaloosa	Alabama	35401
Street Address	City	County	State	Zip Code
Street Address	City	County	State	Zip Code
Street Address	City	County	State	Zip Code
Street Address	City	County	State	Zip Code

W. HARDY McCOLLUM
CHAIRMAN

MELVIN L. VINES
COUNTY ADMINISTRATOR

WILLIAM M. LAMB
CHIEF FINANCIAL OFFICER



MEMBERS
DON WALLACE
GARY YOUNGBLOOD
BOBBY MILLER
REGINALD MURRAY

COUNTY COMMISSION

TUSCALOOSA COUNTY ALABAMA
P.O. Box 20113 • 714 GREENSBORO AVENUE
TUSCALOOSA, ALABAMA 35402-0113
205-349-3870

November 18, 2009

Tuscaloosa County Commission
P.O. Box 20113
Tuscaloosa, AL 35402

Re: County Depositories/Financial Institutions

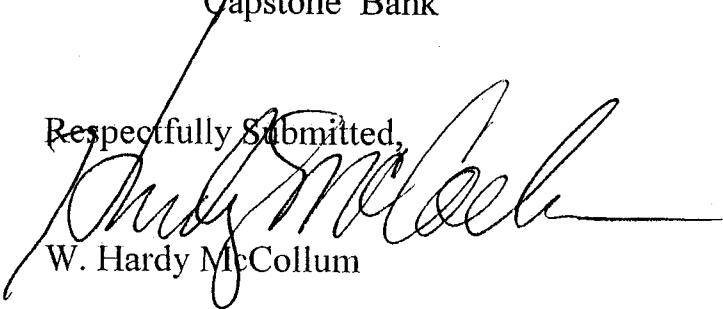
Dear Sirs:

Please approve the following institutions as official Tuscaloosa County Commission Depositories/Financial Institutions and authorize Bill Lamb to transact official business accordingly:

RBC Bank
Bank of Tuscaloosa
Compass
Cadence
Regions
West Alabama Bank
Stern, Agee, & Leach
Capstone Bank

BB & T
First Federal
First Nat'l. of Central Ala.
Robertson Banking Co.
Bryant
Synovus Securities
Wachovia

Respectfully Submitted,

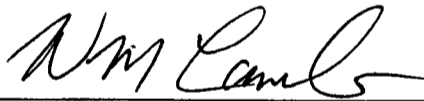

W. Hardy McCollum

MONTH OF: **OCTOBER , 2009**

	FUND	CHECK NUMBERS	AMOUNT
001	GENERAL FUND	26512-3, 1057-1499	\$6,856,657.85
	SPECIAL SALES TAX	19	\$2,000,000.00
112	ROAD & BRIDGE	7882-8117	\$2,976,563.01
116	CAPITAL IMPROVEMENT		
117	RRR GAS TAX		
120	REAPPRAISAL	1292-1323	\$181,292.92
160	COMMUNITY DEVELOP		
710	PAYROLL-CHECKS	90787-90839	\$1,192,871.93
		48420-48583	\$140,263.19
	PAYROLL-DIR DEP	21302-22171	\$925,532.18
720	EXCESS LAND SALES		
750	PISTOL PERMIT	3447-3460	\$10,716.09
761	DA WORTHLESS CK	2573	\$5,425.90
780	E911	4232-4255	\$106,838.20
781	GAS TAX BONDING		
783	WORKMEN'S COMP	5112	\$15,354.18
784	TAX COLL SPECIAL	269	\$30.35
785	TAX ASSR SPECIAL	1640-1643	\$595.87
786	MFG HOMES		
787	MOTOR VEH TRAINING		

\$14,412,141.67

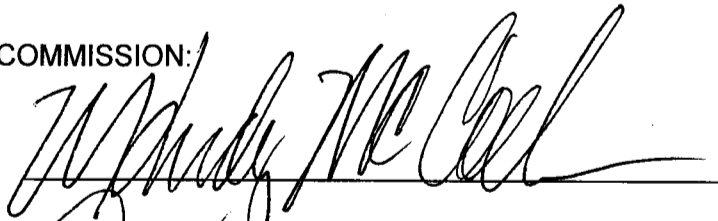
CHECKED BY:



WILLIAM M. LAMB, ACCOUNTING MANAGER

APPROVED BY TUSCALOOSA COUNTY COMMISSION:

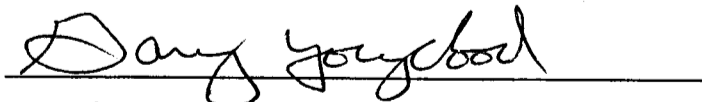
CHAIRMAN, W. HARDY MCCOLLUM



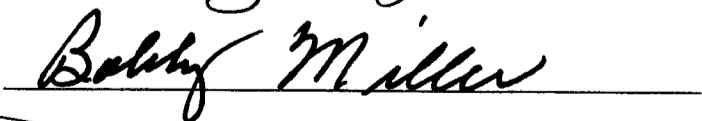
COMMISSIONER, DON WALLACE



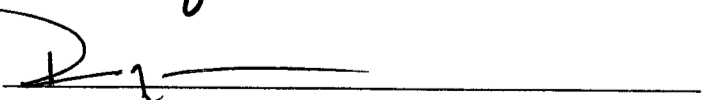
COMMISSIONER, GARY YOUNGBLOOD



COMMISSIONER, BOBBY MILLER



COMMISSIONER, REGINALD MURRAY



STATE OF ALABAMA

AGREEMENT

TUSCALOOSA COUNTY

This agreement by and between the Tuscaloosa County Commission ("the Commission") and the Cottdale Little League hereafter referred to as "the Recipient", becomes effective upon full execution.

Whereas, the Commission has the responsibility for administering the County for the benefit of the citizens thereof; and

Whereas, the Recipient is organized to provide and is desirous of providing services beneficial to the general welfare of all citizens of the County.

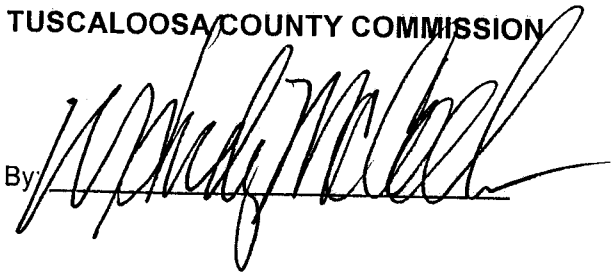
In consideration of the compensation and covenants contained herein, the Commission and the Recipient mutually agree as follows:

1. That the Recipient will provides services to the citizens of Tuscaloosa County.
2. That the Recipient will provide the Commission a report on the Recipient's accomplishments at the conclusion of the services provided under this agreement.
3. That in consideration of such services the Commission shall pay the Recipient the sum of \$ 50,000.00 upon full execution of this agreement.
4. That the compensation provided in Item 3 above totaling \$ 50,000.00 shall be the total cost of this agreement to the Commission.
5. That either party on giving thirty (30) days' written notice to the other party can terminate this agreement.
6. That this contract shall constitute the entire agreement of the parties, and any amendments to its terms must be in writing.

Agreed to and executed this _____ day of _____, _____ .

TUSCALOOSA COUNTY COMMISSION

COTTONDALE LITTLE LEAGUE

By: 

By: _____

Its:

Its:

STATE OF ALABAMA

AGREEMENT

TUSCALOOSA COUNTY

This agreement by and between the Tuscaloosa County Commission ("the Commission") and the Hillcrest Little League hereafter referred to as "the Recipient", becomes effective upon full execution.

Whereas, the Commission has the responsibility for administering the County for the benefit of the citizens thereof; and

Whereas, the Recipient is organized to provide and is desirous of providing services beneficial to the general welfare of all citizens of the County.

In consideration of the compensation and covenants contained herein, the Commission and the Recipient mutually agree as follows:

1. That the Recipient will provides services to the citizens of Tuscaloosa County.
2. That the Recipient will provide the Commission a report on the Recipient's accomplishments at the conclusion of the services provided under this agreement.
3. That in consideration of such services the Commission shall pay the Recipient the sum of \$ 50,000.00 upon full execution of this agreement.
4. That the compensation provided in Item 3 above totaling \$ 50,000.00 shall be the total cost of this agreement to the Commission.
5. That either party on giving thirty (30) days' written notice to the other party can terminate this agreement.
6. That this contract shall constitute the entire agreement of the parties, and any amendments to its terms must be in writing.

Agreed to and executed this _____ day of _____, _____ .

TUSCALOOSA COUNTY COMMISSION

HILLCREST LITTLE LEAGUE

By: 

By: _____

Its:

Its:

STATE OF ALABAMA

AGREEMENT

TUSCALOOSA COUNTY

This agreement by and between the Tuscaloosa County Commission ("the Commission") and the Tombigbee Resource Conservation & Development Council hereafter referred to as "the Recipient", becomes effective upon full execution.

Whereas, the Commission has the responsibility for administering the County for the benefit of the citizens thereof; and

Whereas, the Recipient is organized to provide and is desirous of providing services beneficial to the general welfare of all citizens of the County.

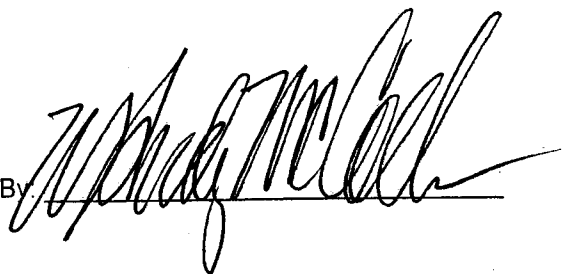
In consideration of the compensation and covenants contained herein, the Commission and the Recipient mutually agree as follows:

1. That the Recipient will provides services to the citizens of Tuscaloosa County.
2. That the Recipient will provide the Commission a report on the Recipient's accomplishments at the conclusion of the services provided under this agreement.
3. That in consideration of such services the Commission shall pay the Recipient the sum of \$ 16,000.00 upon full execution of this agreement.
4. That the compensation provided in Item 3 above totaling \$ 16,000.00 shall be the total cost of this agreement to the Commission.
5. That either party on giving thirty (30) days' written notice to the other party can terminate this agreement.
6. That this contract shall constitute the entire agreement of the parties, and any amendments to its terms must be in writing.

Agreed to and executed this _____ day of _____, _____ .

TUSCALOOSA COUNTY COMMISSION

TOMBIGBEE RESOURCE CONSERVATION & DEVELOPMENT COUNCIL

By: 

By: _____

Its:

Its:

STATE OF ALABAMA

AGREEMENT

TUSCALOOSA COUNTY

This agreement by and between the Tuscaloosa County Commission ("the Commission") and the Tuscaloosa Sports Foundation hereafter referred to as "the Recipient", becomes effective upon full execution.

Whereas, the Commission has the responsibility for administering the County for the benefit of the citizens thereof; and

Whereas, the Recipient is organized to provide and is desirous of providing services beneficial to the general welfare of all citizens of the County.

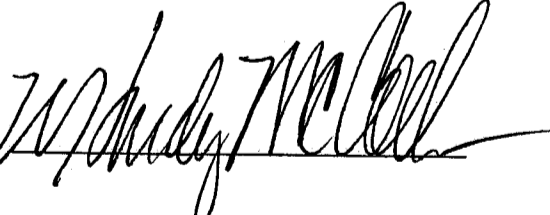
In consideration of the compensation and covenants contained herein, the Commission and the Recipient mutually agree as follows:

1. That the Recipient will provides services to the citizens of Tuscaloosa County.
2. That the Recipient will provide the Commission a report on the Recipient's accomplishments at the conclusion of the services provided under this agreement.
3. That in consideration of such services the Commission shall pay the Recipient the sum of \$ 2,000.00 upon full execution of this agreement.
4. That the compensation provided in Item 3 above totaling \$ 2,000.00 shall be the total cost of this agreement to the Commission.
5. That either party on giving thirty (30) days' written notice to the other party can terminate this agreement.
6. That this contract shall constitute the entire agreement of the parties, and any amendments to its terms must be in writing.

Agreed to and executed this _____ day of _____, _____ .

TUSCALOOSA COUNTY COMMISSION

TUSCALOOSA SPORTS FOUNDATION

By: 

By: _____

Its:

Its:

SPILLMAN® INSIGHT LICENSE AGREEMENT

08/20/2009

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This License Agreement ("Agreement") is made and entered into effective as of the date this Agreement is signed by both parties below, and is by and between:

Spillman Technologies, Inc. ("Spillman")
 4625 West Lake Park Blvd
 Salt Lake City, Utah 84120

and

("Customer")

Customer desires to purchase from Spillman licenses for certain Spillman software, professional services, maintenance services, and third party hardware, software and services, as set forth in the Purchase Exhibit, and Spillman desires to sell such licenses, services and products to Customer, pursuant to the terms and conditions of this Agreement.

In consideration of the mutual agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1: Definitions

1.1 "Confidential Information" means any non-public information provided by either party to the other in connection with this Agreement, including the Software, Spillman's pricing, future product plans, trade secrets; know-how; a party's non-public business and financial information; customer lists; any written materials marked as confidential and any other information, including visual or oral information, which reasonably should be understood to be confidential. Confidential Information does not include information that a party can prove: (a) is now or later becomes generally available to the public without fault of the party who received such information ("Recipient") from the other party ("Discloser"); (b) was rightfully in Recipient's possession prior to its disclosure by Discloser; (c) is independently developed by Recipient without the use of any Confidential Information of Discloser; (d) is obtained by Recipient without obligation of confidentiality from a third party who has the right to disclose it; or (e) is required to be disclosed pursuant to a judicial or legislative order or

proceeding; provided that Recipient provides to Discloser prior notice of the intended disclosure and an opportunity to respond or object to the disclosure.

- 1.2 "Documentation" means all user documentation provided by Spillman to Customer, as well as any written specifications for the Software provided by Spillman or agreed to in writing by the parties.
- 1.3 "Purchase Exhibit" means the Sales Quote/Purchase Terms attached as Exhibit A to this Agreement.
- 1.4 "Software" means Spillman's InSight computer program, in machine-readable form only, and related materials, including Documentation and listings, as further identified in the Purchase Exhibit or subsequently licensed by Customer pursuant to the terms of this Agreement. Software also includes all modifications, new Releases and Enhancements (as defined in Exhibit B). Software specifically excludes third party software not developed by Spillman, but that might be used in conjunction with the Spillman software.

Section 2: License

- 2.1 **Grant of License.** In consideration of the payment of the license fees set forth in the Purchase Exhibit, Spillman grants Customer a nonexclusive, non-transferable license to use the Software, subject to the terms of this Agreement.
- 2.2 **Ownership.** Spillman's Software and all related documentation and materials provided by Spillman are licensed (not sold) to Customer. Spillman retains sole and exclusive ownership of all rights, title, and interest in and to the Software, all related materials, and all modifications and enhancements thereof (including ownership of all trade secrets, copyrights and other intellectual property rights pertaining thereto), subject only to the licenses expressly granted to Customer herein by Spillman, regardless of whether Customer, its employees, or contractors may have contributed to the conception or development of any part of the Software, including enhancements or customized Software. This Agreement does not provide Customer with title or ownership of the Software or any component thereof, but only a limited license. Spillman and its licensors specifically reserve all rights not expressly granted to Customer in this Agreement. Customer must keep the Software free and clear of all claims, liens, and encumbrances.

Section 3: Scope of Rights

- 3.1 **Location of Software.** Customer may use the Software only in Customer's own facility. Customer shall give Spillman written notice if the location of Customer's facility changes.
- 3.2 **Customer Use Only.** Customer may use and execute the Software only for purposes of serving the internal needs of Customer's business, except as specifically set forth in this Agreement.

- 3.3 **Copies.** Customer may not copy the Software without Spillman's prior written consent. Customer may reproduce (photocopy) Software Documentation according to Customer's needs for the authorized use of the Software. Customer may not distribute any of the Documentation for use outside of the Customer's primary place of business.

Section 4: Fees and Payments

- 4.1 **Fees.** The license fee for the Software and the price for all services and third party products purchased by Customer from Spillman are specified in the Purchase Exhibit. All invoices are payable within thirty (30) days of the date of the invoice. Customer must pay such fees directly to Spillman according to the agreed payment terms set forth in the Purchase Exhibit. All license fees for the Software must be paid to Spillman upon execution of this Agreement and prior to delivery of the Software.
- 4.2 **Taxes.** Customer is solely responsible for the payment of any and all taxes resulting from this Agreement and its purchase of the products and services described herein (excluding taxes on Spillman's net income). If Customer is a tax-exempt organization, Customer will provide Spillman with documentation required by the taxing authority to support such exemption.
- 4.3 **Late Payments.** If Customer fails to pay any amounts owed when due, Spillman may assess interest at one-and-one-half percent (1.5%) per month on all overdue amounts, or the highest rate permitted by law, whichever is less. Customer shall also be liable for all costs of collection, including reasonable attorney's fees, whether or not a suit is instituted.

Section 5: Support

Spillman will provide maintenance and support services to Customer with respect to the Software, pursuant to the terms of the Support Addendum attached as Exhibit B hereto. Customer is required to continue purchasing support and maintenance services from Spillman throughout the term of this Agreement, as a condition to the license of the Software under this Agreement.

Section 6: Customer Responsibilities

- 6.1 **Additional Components.** Other components (hardware and/or software) may be required for the use of the Software. Spillman assumes no responsibility under this Agreement for obtaining and/or supporting such components except as expressly agreed in writing.
- 6.2 **Proper Environment.** Customer is responsible for ensuring a proper environment and proper utilities for the computer system on which the Software will operate.
- 6.3 **Improper Use.** Customer shall use reasonable efforts to prevent its employees and independent contractors from making unauthorized copies of the Software or improperly using the Software. If Customer discovers any such problems, it will promptly notify Spillman and take commercially reasonable actions to resolve the problem as soon as reasonably possible.

Section 7: Proprietary Protection and Restrictions

- 7.1 **Third Party Access and Queries.** Customer may not allow any other agency, entity, or individual to use or have access

to the Software in any manner other than inquire-only unless expressly authorized by Spillman. Except as specifically authorized by Spillman, queries may be conducted solely for Customer's internal business purposes, and Customer may not query the Software, or permit any third party to query the Software, for a third party's business purposes.

- 7.2 **Restrictions.** Customer may not use, copy, modify, rent, share or distribute the Software (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized in writing by Spillman. Customer may not translate, modify, reverse assemble, reverse compile, or otherwise reverse engineer the Software.
- 7.3 **Competitive Use.** Customer may not utilize or permit a third party to access or utilize any part of the Software in any manner that competes, directly or indirectly, with any product or service provided by Spillman. This includes, without limitation, using the Software to develop any software, interfaces or other products that compete with Spillman's products or services, or using interfaces or other products connecting to the database of the Software in connection with a third party's competing product.
- 7.4 **No Service Bureau, Etc.** No service bureau work, multiple-user license, or time-sharing arrangement is permitted, except as expressly authorized in writing by Spillman. Customer may not install the Software in any other computer system or use it at any other location without Spillman's express authorization obtained in advance (which will not be unreasonably withheld).
- 7.5 **Inspection.** Customer hereby authorizes Spillman to enter Customer's premises in order to inspect the Software in any reasonable manner during regular business hours, with or without prior notice, to verify Customer's compliance with the terms of this Agreement.
- 7.6 **Injunctive Relief.** Customer acknowledges that, in the event of Customer's breach of any of the foregoing provisions, Spillman will not have an adequate remedy in money or damages. Spillman shall therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request, without the necessity of posting bond, in addition to any other remedies that may be available at law or in equity.

Section 8: Confidential Information

- 8.1 **Confidentiality Terms.** Each party shall keep confidential all Confidential Information provided to it by the other party, and shall not use such Confidential Information for any purpose other than the proper purposes of this Agreement. A party may disclose Confidential Information only to its employees and contractors who need to know such information, and who are bound to keep such information confidential. Each party shall give the other party's Confidential Information at least the same level of protection as it gives its own confidential information of similar nature, but not less than a reasonable level of protection.
- 8.2 **Restrictions on Disclosure.** Customer must not disclose the Software, its Documentation, or any other Spillman documentation, (i) to any competitor of Spillman, or (ii) to any other third party unless it has a need to know such information for the proper purposes of this Agreement.

Section 9: Limited Warranty and Limitation of Liability; Indemnification

- 9.1 **Functionality.** Spillman warrants, for Customer's benefit alone, that the Software conforms in all material respects to the specifications for the current version of the Software as described in Spillman's Licensed Product Specification as of the date this Agreement is signed, and for a period thereafter of twelve (12) months

This warranty is expressly conditioned on Customer's observance of the operation, security, and data-control procedures set forth in the User's Manual included with the Software.

- 9.2 **Limitations.** Spillman is not responsible for obsolescence of the Software that may result from changes in Customer's requirements. The warranty in Section 9.1 shall apply only to the most current version of the Software issued by Spillman from time to time. Issuance of updates does not result in a renewal or extension of the warranty period. Spillman assumes no responsibility for the use of superseded, outdated, or uncorrected versions of the Software. Such warranty also excludes non-performance issues that result from third-party hardware or software malfunction or defect; modification of the Software by any person other than Spillman, or defects or problems that are outside the reasonable control of Spillman. Customer will reimburse Spillman for its reasonable time and expenses for any services provided at Customer's request to remedy excluded non-performance issues.
- 9.3 **Remedies.** As Customer's exclusive remedy for any material defect in the Software for which Spillman is responsible, Spillman shall use reasonable efforts to correct or cure any reproducible defect by issuing corrected instructions, a restriction, or a bypass. In the event Spillman does not correct or cure such nonconformity or defect after Spillman has had a reasonable opportunity to do so, Customer's exclusive remedy shall be the refund of the amount paid as the license fee for the defective or non-conforming module of the Software. Spillman shall not be obligated to correct, cure, or otherwise remedy any nonconformity or defect in the Software if Customer has made any changes whatsoever to the Software, if the Software has been misused or damaged in any respect, or if Customer has not reported to Spillman the existence and nature of such nonconformity or defect promptly upon discover thereof.
- 9.4 **Limitation of Warranties.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SPILLMAN AND ITS LICENSORS DISCLAIM ANY AND ALL PROMISES, REPRESENTATIONS, AND WARRANTIES WITH RESPECT TO THE SOFTWARE, INCLUDING ITS CONDITION, ITS CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, TITLE, NON-INFRINGEMENT, AND ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE.
- 9.5 **Limitation of Liability.** THE CUMULATIVE LIABILITY OF SPILLMAN AND ITS LICENSORS TO CUSTOMER FOR ALL CLAIMS RELATING TO THE SOFTWARE AND THIS AGREEMENT, INCLUDING ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL

LICENSE FEES PAID TO SPILLMAN HEREUNDER. This limitation of liability is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective. Spillman shall have no liability for the loss of data or documentation, it being understood that Customer is responsible for reasonable backup precautions.

- 9.6 **Limitation of Damages.** IN NO EVENT SHALL SPILLMAN AND ITS LICENSORS BE LIABLE FOR ANY LOSS OF PROFITS; ANY INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES; OR ANY CLAIMS OR DEMANDS BROUGHT AGAINST CUSTOMER BY THIRD PARTIES, EVEN IF SPILLMAN OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS. This limitation upon damages and claims is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective.
- 9.7 **Indemnification.** Spillman agrees to defend Customer against any and all third party claims, demands, lawsuits or legal actions arising out of any actual or alleged infringement of any trademark, copyright, trade secret, or U.S. patent by the Software, and Spillman will pay any liabilities, damages, costs and expenses (including reasonable attorneys' fees) finally awarded in such action or paid to settle the action. Spillman will not be required to indemnify Customer unless (i) Customer promptly notifies Spillman of any such claim; (ii) Customer gives Spillman sole control of the defense and all settlement negotiations, and the authority to represent Customer in defending the claim; and (iii) Customer provides Spillman with any information and assistance that Spillman reasonably requests in defending against the claim. Customer may, at its option and expense, be represented by separate counsel in any such action. If a court or other legal authority finds that any part of the Software infringes a third party's intellectual property rights, or if Spillman believes that it infringes, Spillman will use reasonable efforts to obtain a license under the rights that have been infringed, to modify the Software so it is no longer infringing, or to provide to Customer substitute software that is non-infringing; provided that if in Spillman's judgment such options are not commercially reasonable, Spillman may terminate the license for the Software or the infringing portion thereof upon written notice to Customer. Spillman will have no liability for infringement arising out of modification of the Software by any party other than Spillman, use of an outdated version of the Software, or the combination or use of the Software with any other software, hardware, equipment, product or process not furnished by Spillman, if use of the Software alone and in its current, unmodified form would not have been an infringement. Spillman is not liable for any infringement claims based upon third party software or hardware. This Section 9.7 states Spillman's entire obligation with respect to any claim for infringement or misappropriation of any third party intellectual property rights.

Section 10: Term of Agreement; Termination

- 10.1 **Term of Agreement.** Customer's license of the Software shall become effective upon the execution of this Agreement and shall continue perpetually unless otherwise terminated as provided herein. This Agreement shall automatically terminate if Customer ceases paying the required fees for maintenance and support of the Software.

- 10.2 Termination Without Cause.** Customer may terminate this Agreement at any time upon written notice to Spillman, without cause, subject to any outstanding obligations and financial commitments of Customer under the Purchase Agreement (e.g., Customer's obligation to pay license fees is not rescinded by such termination).
- 10.3 Termination for Cause.** Either party may terminate this Agreement, in addition to seeking any other available remedies, if the other party breaches any material term of this Agreement (including the Support Exhibit or the Purchase Exhibit) and does not correct such breach within thirty (30) days following written notice of the breach from the other party. Repudiation or failure to accept the Software without cause constitutes a material breach of this Agreement.
- 10.4 Effect of Termination.** Upon termination of this Agreement, all rights granted to Customer will terminate and revert to Spillman and/or its licensors. Promptly upon termination of this Agreement for any reason or upon discontinuance or abandonment of Customer's possession or use of the Software, Customer must return or destroy, as requested by Spillman, all copies of the Software in Customer's possession (whether modified or unmodified), and all other Confidential Information and other materials pertaining to the Software (including all copies thereof). Customer agrees to certify Customer's compliance with such obligation upon Spillman's request. Customer will permit Spillman to repossess the Software and any products sold hereunder for which Customer has not fully paid the purchase price. If Customer has any outstanding payment obligations under this Agreement, Spillman may accelerate and declare all such obligations of Customer immediately due and payable by Customer as a liquidated sum and proceed against Customer in any lawful way for satisfaction of such sum. The terms of Sections 2.2, 4.2, 4.3, 8, 9.4, 9.5, 9.6, 9.7, 10.4 and 11 shall survive termination or expiration of this Agreement.

Section 11: Miscellaneous

- 11.1 Entire Agreement; Amendment.** This Agreement, together with its exhibits, which are attached hereto and incorporated herein by reference, constitutes the complete agreement between the parties with respect to the Software and other subject matter hereof. No modification of this Agreement shall be binding unless it is in writing and is signed by an authorized representative of each party.
- 11.2 Assignment.** Customer may not assign or transfer this Agreement or any of its rights or duties hereunder to any third party without Spillman's prior written consent.
- 11.3 Governing Law.** This Agreement will be governed by the laws of the state of Utah, not including conflicts of laws provisions. The parties hereby submit to the exclusive jurisdiction and venue of Utah state and federal courts with respect to any action between the parties relating to this Agreement. In any such action, the prevailing party shall be entitled to an award of its reasonable costs and attorneys' fees from the other party.
- 11.4 No Waiver.** Any waiver by either party of a default or obligation under this Agreement will be effective only if in writing. Such a waiver does not constitute a waiver of any subsequent breach or default. No failure to exercise any right or power under this Agreement or to insist on strict compliance by the other party will constitute a waiver of the

right in the future to exercise such right or power or to insist on strict compliance.

- 11.5 Limitation of Actions.** No action, whether based on contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Agreement, may be brought by either party more than three (3) years after such cause of action occurred. However, action for nonpayment may be brought within two (2) years the date of the last payment was received by Spillman.
- 11.6 Notices.** Any notices required or permitted under this Agreement shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, with proper postage affixed, or sent by commercial overnight delivery service with provisions for a receipt.
- 11.7 Severability.** If any term of this Agreement is held to be invalid or void by any court or tribunal of competent jurisdiction, it shall be modified by such court or tribunal to the minimum extent necessary to make it valid and enforceable. If it cannot be so modified, it shall be severed from this Agreement and all the remaining terms of this Agreement shall remain in full force and effect.
- 11.8 Force Majeure.** A party shall be excused from delays or failure to perform its duties, other than payment obligations, to the extent such delays or failures result from acts of nature, riots, war, acts of public enemies, fires, epidemics, labor disputes, or any other causes beyond its reasonable control. The parties will promptly inform and consult with each other as to any of the above causes that in their judgment may or could be the cause of a substantial delay in the performance of this Agreement. Either party may, in its discretion, terminate this Agreement if a delay in performance by the other party exceeds or is reasonably expected to exceed six (6) months.
- 11.9 Export.** In the event export of the Software is expressly permitted by Spillman, Customer may only export the Software (including any related materials) as authorized by U.S. law and any other applicable jurisdiction. In particular, the Software may not be exported into any country where such export is prohibited by law, regulation or governmental order.

SPILLMAN DESIRES THAT CUSTOMER BE CONFIDENT THAT THE SOFTWARE WILL SUIT CUSTOMER'S NEEDS. ALTHOUGH CUSTOMER MUST MAKE THAT DETERMINATION, SPILLMAN IS PREPARED TO FULLY DISCUSS THE SOFTWARE WITH CUSTOMER AND ANSWER QUESTIONS. BY EXECUTING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS BEEN GIVEN AN ADEQUATE OPPORTUNITY TO INVESTIGATE CUSTOMER'S COMPUTER AND SOFTWARE NEEDS AND THAT BASED ON ITS EXAMINATION OF THE SOFTWARE, CUSTOMER FINDS THE SOFTWARE TO BE SATISFACTORY.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below. This Agreement is not effective, and the license of the Software will not commence, until it has been executed by an authorized representative of both Customer and Spillman.

Accepted and Approved:

Customer: Tuscaloosa County Sheriff's Office

By: M. G. Vines
Print Name: Melvin G. Vines

Title: County Administrator
Date: 11-18-09

Spillman Technologies, Inc.

By: _____
Print Name: _____
Title: President
Date: _____

Exhibit A

Sales Quote/Purchase Terms

See Attached Quote

Exhibit B

Maintenance and Support Addendum

Section 1: Definitions

For the purposes of this Maintenance and Support Addendum (the "Support Addendum"), the following definitions shall apply to the respective capitalized terms, in addition to the terms defined in the Purchase and License Agreement (the "Agreement") to which this Support Addendum applies:

- 1.1 **Coverage Hours.** The hours between 8:00 AM and 5:00 PM, Mountain Time, Monday through Friday, excluding regularly scheduled holidays of Spillman.
- 1.2 **Enhancement.** Any modification or addition that, when made or added to the Software, changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Spillman may designate Enhancements as minor or major, depending on Spillman's assessment of their value and of the function added to the preexisting Software.
- 1.3 **Error.** Any failure of the Software to conform in all material respects to its functional specifications as published from time to time by Spillman, subject to the exceptions set forth in Section 4.
- 1.4 **Error Correction.** Either a software modification or addition that, when made or added to the Software, establishes material conformity of the Software to the functional specifications, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect on Customer of such nonconformity. Error Correction services are subject to the exceptions set forth in Section 4.
- 1.5 **Releases.** New versions of the Software, including all Error Corrections and Enhancements.
- 1.6 **Response Time.** Six (6) or less Coverage Hours, from the time Customer first notifies Spillman of an Error until Spillman initiates work toward development of an Error Correction.
- 1.7 **Support Term.** An initial period of twelve (12) months, commencing on the date the Agreement is signed. Thereafter, the Support Term shall automatically renew for successive periods of one year each, unless and until terminated pursuant to Section 7 hereof. In no event, however, shall the Support Term extend beyond the term of the Agreement.

Section 2: Eligibility For Support

- 2.1 Spillman's obligation to provide Services with respect to the Software may be terminated pursuant to Section 7.2.2 or suspended, at Spillman's discretion, if at any time during the term of this Agreement any of the following requirements are not met:
 - 2.1.1 The Agreement (pursuant to which the Software is licensed) must remain valid and in effect at all times;
 - 2.1.2 The Software must be operated on a hardware platform approved by Spillman; and
 - 2.1.3 Customer must be current and in compliance with the payment schedule set forth in this Support Addendum.

Section 3: Scope of Services

During the Support Term, Spillman shall render the following services in support of the Software, during Coverage Hours:

3.1 Spillman shall maintain a Support Services Control Center capable of receiving from the Spillman Application Administrator, by telephone, reports of any software irregularities, and requests for assistance in use of the Software.

3.2 Spillman shall maintain a trained staff capable of rendering support services set forth in this Support Addendum.

3.3 Spillman shall be responsible for using all reasonable diligence in correcting verifiable and reproducible Errors when reported to Spillman in accordance with Spillman's standard reporting procedures. Spillman shall, after verifying that such an Error is present, initiate work within the Response Time in a diligent manner toward development of an Error Correction. Following completion of the Error Correction, Spillman shall provide the Error Correction through a "temporary fix" consisting of sufficient programming and operating instructions to implement the Error Correction, and Spillman shall include the Error Correction in all subsequent Releases of the Software. Spillman supports two (2) versions back from the most recent release version. However, Spillman shall not be responsible for correcting Errors in any version of the Software other than the most recent release.

3.4 Spillman may, from time to time, issue new Releases of the Software to its customers generally, containing Error Corrections, minor Enhancements, and, in certain instances, if Spillman so elects, major Enhancements. Spillman reserves the right to require additional license fees for major Enhancements. Spillman shall provide Customer with one copy of each new Release, without additional charge. Spillman shall provide reasonable assistance to help Customer install and operate each new Release, provided that such assistance, if required to be provided at Customer's facility, shall be subject to the supplemental charges set forth in Spillman's current Fee Schedule.

3.5 Spillman shall consider and evaluate the development of Enhancements for the specific use of Customer and shall respond to Customer's requests for additional services pertaining to the Software (including, without limitation, data conversion and report-formatting assistance), provided that such assistance, if agreed to be provided, shall be subject to supplemental charges mutually agreed to in writing by Spillman and Customer.

Section 4: Services Not Covered by this Support Addendum

The services identified in this section are specifically NOT covered by this Support Addendum. Spillman strongly recommends that Customer secure a separate support agreement with third party vendors for all non-Spillman products. Spillman may, in its discretion, provide such services to Customer upon request, for an additional fee as the parties may agree in writing.

4.1 Support for any third party products including hardware, or support for hardware failure due to the use of any third party vendor products.

4.2 Any network failures or problems including, but not limited to, cabling, communication lines, routers, connectors, and network software.

4.3 Restoration and/or recovery of data files and/or the operating system.

4.4 Any breach of warranty, damages to the Software or its database, data corruption, or support issues, security issues, or performance issues arising out of any other software not specifically licensed by Spillman to Licensee for use in connection with the Software. Any assistance provided by Spillman in resolving such problems shall be charged to Customer on a time and materials basis. Additionally, any

unauthorized use of other software in connection with the Software by Licensee (or by a third party with Licensee's knowledge) may result, at Spillman's sole option, in voidance of warranties, an increase in the annual maintenance and support fees under this Support Addendum, and/or loss of rights to upgrades under this Support Addendum.

4.5 Support for Software problems caused by Customer misuse, alteration or damage to the Software or Customer's combining or merging the Software with any hardware or software not supplied by or identified as compatible by Spillman, customizing of programs, accident, neglect, power surge or failure, lightning, operating environment not in conformance with the manufacturer's specifications (for electric power, air quality, humidity or temperature), or third party software or hardware malfunction.

4.6 On-site service visits to Customer's facility.

4.7 Printers connected to the back of terminals/personal computers (commonly called pass-through printing) or network printers are not supported by Spillman.

Section 5: Obligations of Customer

5.1 A representative of Customer's IT department must be present when any on-site support is provided. Customer agrees that if such representative is not present when the Spillman representative arrives on site, the Spillman representative shall notify an appropriate representative of Customer, if feasible, that there is no Customer IT representative present. If Customer's IT representative does not arrive within a reasonable time, no work will be performed and Customer will be charged for all expenses incurred and relating to the visit.

5.2 All communications between Customer and Spillman must be in the English language.

5.3 Customer is responsible for providing all network security.

5.4 Customer must provide Spillman with information sufficient for Spillman to duplicate the circumstances under which an Error in the Software became apparent.

Section 6: Fees and Charges

6.1 Customer shall pay Spillman the Support Fee, as set forth in the Agreement, and any other charges or fees described herein. Spillman reserves the right to change its Support Fee, effective upon no less than 90 days prior written notice to Customer. Second-year level support fees, as referenced in the Purchase Exhibit, are charged beginning 12 months after the execution of the Agreement, regardless of date on which Customer's actual use of the Software began, except to the extent any delay in such use is due to the fault of Spillman. Additionally, adjustments to Support Fees may result from changes in (1) software prices, (2) an increase in Customer's size (as further described in Section 6.6), (3) Coverage Hours selected by Customer, or (4) violation of the restrictions set forth in Section 4.4 of this Support Addendum.

6.2 Spillman shall invoice Customer for annual Support Fees at the beginning of each contract year. In the event that additional billable work is performed, all billable charges and expenses will be invoiced to Customer at the beginning of the month following the month in which they accrued or were incurred. Customer shall pay the invoiced amounts immediately upon receipt of such invoices. Any amount not paid within thirty (30) days after the invoice date shall bear interest at the rate of eighteen (18) percent per year or the highest rate allowed by applicable law, whichever is less.

6.3 Customer shall be responsible for and agrees to pay the fees and charges incurred for procuring, installing, and maintaining all equipment, telephone lines, modems, communications interfaces, networks and other products necessary to operate the Licensed Software.

6.4 Customer agrees to pay additional charges according to the Spillman Fee Schedule for all work required by Customer and performed outside of Coverage Hours. These charges are applicable for any work performed outside of the Coverage Hours, REGARDLESS OF THE CAUSE, even if the requested work was reported and/or initiated during normal Coverage Hours.

6.5 Should Customer request onsite support services, Customer shall reimburse Spillman for all labor, travel, and related expenses incurred by Spillman in providing such support services.

6.6 Additional Support Fees are also due if there is a significant increase in Customer's size with respect to use of the Software. Relevant factors include number of employees. Payment of such additional Support Fees is due within thirty (30) days of the date of the invoice for such fees. Such fees will be prorated, based upon when during the contract year the increase in Customer's size occurred.

Section 7: Termination

7.1 This Support Addendum shall automatically terminate immediately upon termination of the Agreement for any reason.

7.2 Either party may terminate this Support Addendum as follows:

7.2.1 If either Spillman or Customer provides a written notice to the other party, at least 90 days prior to the end of the then-current Support Term, of its intent to terminate this Support Addendum at the end of such Support Term; or

7.2.2 Upon 30 days prior written notice, if the other party has materially breached any provision of this Support Addendum and the offending party has not cured such breach within the 30-day notice period.

7.3 Following termination of this Support Addendum, Spillman shall immediately invoice Customer for all accrued fees, charges, and reimbursable expenses; and Customer shall pay the invoiced amount immediately upon receipt of such invoice. The Agreement shall automatically terminate at the same time as termination of this Support Addendum, and Customer shall promptly return to Spillman the Software and all related documentation and materials, including all Releases, work and materials provided by Spillman hereunder.



James H. Fitts, AIA
J. Evans Fitts, AIA

18 November, 2009

Project Information

Renovations to the Tuscaloosa County Courthouse
Tuscaloosa, Alabama

Scope of Work

- A. Renovation of First Floor
- B. Partial Renovation of Ground Floor (Commission Chamber)
- C. Renovations to Toilets on Second, Third, & Sixth Floors
- D. Mechanical Room & Equipment on Sixth Floor

Budget

- Total Cost Estimate: **\$2,958,558.00**
- Federal Energy Efficiency Grant: **(\$359,000.00)**
- Total County Project Cost: **\$2,599,558.00**

Target Dates

- A. Advertisements to appear:
 - Friday November 27th
 - Monday November 30th
 - Monday December 7th
- B. Pre-Bid Conference to be held Tuesday December 8th.
- C. Bids received Thursday December 17th.

LAKE VIEW ELEMENTARY SCHOOL

Tuscaloosa County School System

21610 Youngblood Parkway
McCalla, Alabama 35111
205-342-2951
Fax: 205-477-7696
Martha L. Roop~Principal

RECEIVED

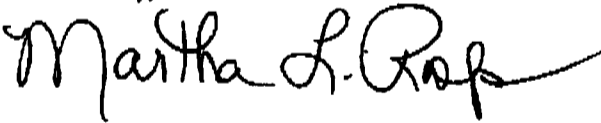
NOV 05 2009

November 5, 2009

Dear Dr. Costanzo,

This is a letter requesting asphalt be poured for two 50 x 50 areas for children to use during their physical education class. As you are aware, Lake View does not have an activity building and must play in a parking lot surrounded by vehicles if the grass or field is wet. No heavy equipment will be allowed on the courts, so the asphalt need not be very deep. The proposed site is flat, marked and ready. Thank you for considering this request.

Sincerely,



Martha L. Roop

*Approved
Thank you
J. [unclear]
11/6/09*