

TUSCALOOSA COUNTY COMMISSION
MEETING
October 17, 2012

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 Don Wallace moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to authorize payment of invoices from Almon and Associates for engineering services on the following:

Moccasin Branch Road bridge replacement project \$2,778.00
Dobbs Road Bridge replacement project \$3,478.00

Exhibit 10-1, Page

Commissioner Bobby Miller moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to authorize payment of an invoice from McGiffert and Associates for engineering services in conjunction with the Indian Creek Road waterline relocation project in the amount of \$11,208.11.

Exhibit 10-2, Page

Commissioner Bobby Miller moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to approve a revised agreement for preliminary engineering from the Alabama Department of Transportation (ALDOT) to complete a traffic study on Alabama Highway 69 South.

Exhibit 10-3, Page

Commissioner Gary Youngblood moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to approve a quote from Gary Kizziah of \$11,490.00 for Citizens Water Service, Inc. related to the Phillips Drive Water Project.

Exhibit 10-4, Page

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to approve the warrants issued to cover Tuscaloosa County's expenditures for the month of September, 2012.

Exhibit 10-5, Page

Commissioner Reginald Murray moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to depart from the order of business set forth in the official agenda to consider removal of debris related to demolition of a structure located at 3828 Willow Lane.

Commissioner Reginald Murray moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to authorize the Solid Waste Authority to pick up debris from demolition of a structure at 3828 Willow Lane. The owners will put the debris at the curb, and The Solid Waste Authority will stay on the public right-of way.

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize a traffic enforcement grant for the Sheriff's Office through the Alabama Department of Economic and Community Affairs (ADECA) in the amount of \$6,400.00 for traffic safety overtime through the Thanksgiving and Christmas holidays.

Exhibit 10-6, Page

Commissioner Don Wallace moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to commit \$250,000.00 this year and \$250,000.00 next year for a total of \$500,000.00 for the Dinah Washington Cultural Arts Center project in downtown Tuscaloosa. The grand opening is scheduled for August 29, 2013.

Commissioner Gary Youngblood moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to authorize County Engineer Bobby Hagler to work with County Attorney Robert Spence to take the necessary steps to pave a one-lane drive for access to the water tank at Coaling Water Authority. The tank is accessed from the New Asia Road in Coaling.

Exhibit 10-7, Page

Commissioner Gary Youngblood's motion to depart from the order of business set forth in the official agenda to consider a request from the Tuscaloosa County School Board for upgrades to the Brookwood High School athletic facility, seconded by Commissioner Don Wallace, failed on the objection of Commissioner Reginald Murray.

Commissioner Gary Youngblood moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to depart from the order of business set forth in the official agenda to consider a request from the Tuscaloosa County School Board for upgrades to the Brookwood High School athletic facility.

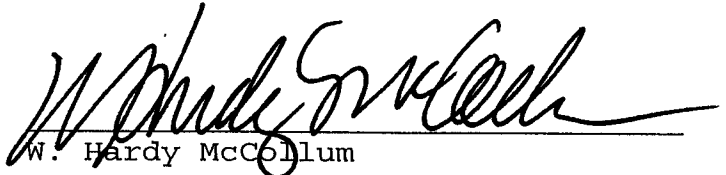
Commissioner Gary Youngblood moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to authorize a funding request in the amount of \$65,000.00 from the Tuscaloosa County School Board for upgrades to the Brookwood High School athletic facility under the direction of the Tuscaloosa County Park and Recreation Authority.

Exhibit 10-8, Page

Commissioner Reginald Murray's motion to request an Attorney General's opinion on the legality of a county employee signing on as an agent for a corporation doing business with the county was seconded by Commissioner Don Wallace. The motion failed on a

three-to-two vote, with Commissioners Gary Youngblood, Bobby Miller, and Chairman W. Hardy McCollum casting the "NAY" votes.

There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, November 14, 2012.



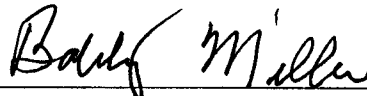
W. Hardy McCollum
Judge of Probate and Chairman
Tuscaloosa County Commission



Don Wallace
Commissioner - District I



Gary Youngblood
Commissioner - District II



Bobby Miller
Commissioner - District III



Reginald Murray
Commissioner - District IV



PO Drawer 2729
Tuscaloosa, AL 35403
205-349-2100

Tuscaloosa County Department of Public Works
2810 35th St.
Tuscaloosa, AL 35401

Invoice number 00003
Date 09/30/2012

Project **2012094 TUSCALOOSA COUNTY
BRIDGE REPLACEMENT PROJECTS
2012**

For Professional Services from September 1, 2012 to September 30, 2012

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Current Billed
Moccasin Branch Road Bridge, TCP 63-01-12				
Survey	6,150.00	4,305.00	4,305.00	0.00
Engineering Design	23,150.00	3,009.50	5,787.50	2,778.00
Categorical Exclusion	3,500.00	0.00	0.00	0.00
Utility Coordination	1,200.00	0.00	0.00	0.00
Subtotal	34,000.00	7,314.50	10,092.50	2,778.00
Dobbs Road Bridge, TCP 63-02-12				
Survey	7,150.00	2,502.50	4,290.00	1,787.50
Engineering Design	24,150.00	4,347.00	6,037.50	1,690.50
Categorical Exclusion	3,500.00	0.00	0.00	0.00
Utility Coordination	1,200.00	0.00	0.00	0.00
Subtotal	36,000.00	6,849.50	10,327.50	3,478.00
Total	70,000.00	14,164.00	20,420.00	6,256.00

Tuscaloosa County Department of Public Works
Project **2012094 TUSCALOOSA COUNTY BRIDGE REPLACEMENT PROJECTS 2012**

Invoice number 00003
Date 09/30/2012

Invoice total **6,256.00**

Approved by:

JEREMY D. JONES
Associate



NUMBER	DATE	PROJECT NUMBER	APPROVED
2	10/1/2012	113043	PAH <i>[Signature]</i>

Work Completed 2/27/12 Thru 9/23/2012

REMIT PAYMENT TO:
 McGiffert AND ASSOCIATES LLC
 P.O. BOX 20559
 TUSCALOOSA, AL 35402-0559

Tuscaloosa County Commission
 714 Greensboro Avenue
 Tuscaloosa, AL 35401

Re: Mitchell Water System - Indian Creek Road Surfacing Project Water Main Relocation
 Construction Cost (As bid, Indian Creek Excavating) \$47,475.00

Description	Hours	Rate	Sub-Total	Amount
• Engineering Design (12% of Construction Cost)				\$ 5,697.00
• Easements, Surveys and Negotiations				
Senior Project Manager/Principal	7.50	\$ 150.00	\$ 1,125.00	
Engineer Technician	13.50	\$ 94.00	\$ 1,269.00	
Professional Land Surveyor	12.50	\$ 110.00	\$ 1,375.00	
Computer/CADD Technician	7.25	\$ 85.00	\$ 616.25	
			\$ 4,385.25	\$ 4,385.25
• Miscellaneous Reimbursable Expense				
Legal Advertisement			\$ 831.60	
Bid Document Printing and Postage			\$ 294.26	
			\$ 1,125.86	\$ 1,125.86
			Total Amount Due	\$ 11,208.11



ALABAMA DEPARTMENT OF TRANSPORTATION
Bureau of County Transportation

1409 Coliseum Blvd., Montgomery, Alabama 36110-2060
Phone: (334) 242-6207 FAX: (334) 353-6530
Internet: <http://www.dot.state.al.us>



Robert Bentley
Governor

John R. Cooper
Transportation Director

October 3, 2012

Chair of County Commission
Tuscaloosa County Commission
Tuscaloosa, Alabama

RE: ST-063-888-035

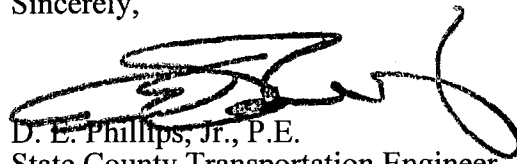
Tuscaloosa County

Dear Sir:

Attached is the original Revised Agreement between the Alabama Department of Transportation and Tuscaloosa County covering the financing of construction costs for the above project.

It will be appreciated if you will have this Revised Agreement executed and returned to this office for further approval and distribution. Upon approval of all parties concerned, a properly executed copy of the Revised Agreement will be sent to you for your information and files.

Sincerely,



D. E. Phillips, Jr., P.E.
State County Transportation Engineer

DEP:MBH:at
Attachment

cc: Mr. Ronald L. Baldwin
Mr. Bobby Hagler
Ms. Dee Rowe
File

**PLEASE DO NOT EXECUTE THE
FAXED COPY OF AGREEMENT !!!**

**REVISED
AGREEMENT FOR
PRELIMINARY ENGINEERING
ON A FEDERAL AID PROJECT**

**BETWEEN THE STATE OF ALABAMA
AND
TUSCALOOSA COUNTY, ALABAMA**

This agreement is made and entered into by and between the State of Alabama, (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and TUSCALOOSA COUNTY; FEIN 63-6001719, hereinafter referred to as the COUNTY.

WITNESSETH

WHEREAS, the STATE and the COUNTY desire to cooperate in the preliminary engineering for a traffic study in the SR-69 area south of the City of Tuscaloosa. The study is to include, (1) Current and projected traffic patterns along State Route 69, south of Interstate 20/59 to the Hale County line, to include adjacent Tuscaloosa County routes, (2) Safety and Access Management practices, (3) Trip generation/destination studies, (4) Projected residential and commercial property growth, and (5) Recommendations/estimated cost for possible future projects in the area as approved by the STATE. Proj #ST-063-888-035. CPMS Ref #100059061.

NOW THEREFORE, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree as follows:

- (1) This agreement will cover only the preliminary engineering to complete a traffic study in the SR69 area south of the City of Tuscaloosa. The study is hereby defined as, (1) Current and projected traffic patterns along State Route 69, South of Interstate 20/59 to the Hale County line, to include adjacent Tuscaloosa County routes, (2) Safety and Access Management practices, (3) Trip generation/destination studies, (4) Projected residential and commercial property growth, and (5) Recommendations/estimated cost for possible future projects in the area as approved by the STATE.
- (2) The STATE will perform all preliminary design engineering with STATE forces, or with a consultant selected and approved by the STATE, as part of the project cost.
- (3) The estimated cost and participation by the various parties are as follows:

County Funds	\$ 200,000.00
Total (Including E & I)	\$ 200,000.00

It is understood that the above is an estimate only, and in the event the final cost exceeds the estimate, overruns (as approved by the STATE) will be financed with STATE funds, if available.

- (4) It is clearly understood by both parties that the STATE does not commit any STATE funds beyond those mentioned herein and that a separate Agreement will be required for the construction and construction engineering and inspection of the proposed improvement.
- (5) The performance of the work covered by this agreement will be in accordance with the current regulations and requirements of the STATE.
- (6) This agreement is made and expressly executed in the names of the parties hereto by their respective officers, officials or other persons who are authorized to execute it, and it is deemed by the parties to be an agreement or contract under seal.
- (7) A final audit will be made of all project records after completion of the project and a copy will be furnished to the Alabama Department of Examiners of Public Accounts, in accordance with Act. 1994, No. 94-414. A final financial settlement will be made between the parties as reflected by the final audit and this agreement.
- (8) Each party will provide without cost to the other, information available from its records that will facilitate the performance of the work.
- (9) Nothing will be construed under the terms of this agreement by the STATE or the COUNTY that will cause any conflict with Section 23-1-63, Code of Alabama (7/24th law).
- (10) To the fullest extent permitted by law, the COUNTY shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees and/or facilities from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by alleged or proven negligent acts or omissions of the COUNTY, anyone directly or indirectly employed by the COUNTY or anyone for whose acts the COUNTY may be liable, regardless of whether such claim, damage, loss or expense is caused in part, or alleged but not legally established to have been caused in whole by a party indemnified hereunder.

The term "hold harmless" includes the obligation of the COUNTY to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees.

- (11) The COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.
- (12) By entering into this agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.
- (13) Exhibits M and N are attached and hereby made a part of this agreement.
- (14) This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.

IN WITNESS WHEREOF, the parties hereto cause this agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Governor of Alabama.

SEAL

ATTEST:

TUSCALOOSA COUNTY, ALABAMA

M. L. Vines
Clerk (Signature) County Administrator

BY: W. Hardy McCollum
Chairman (Signature)
Tuscaloosa County Commission

M. L. Vines
Type Name of Clerk

W. Hardy McCollum
Type Name of Chairman

RECOMMENDED:

STATE OF ALABAMA,
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF
TRANSPORTATION

D.E. Phillips, Jr., P.E.
State County Transportation Engineer

G. M. Harper, P.E.
Acting Chief Engineer

APPROVED AS TO FORM:

Jim R. Ippolito, Jr., Chief Counsel
Alabama Department of Transportation

John R. Cooper
Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY APPROVED ON
THE DAY OF , 20 .

GOVERNOR OF ALABAMA
ROBERT BENTLEY

RESOLUTION NUMBER _____

BE IT RESOLVED, by the County Commission of Tuscaloosa County, Alabama, that the County enters into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for:

The preliminary engineering for a traffic study in the SR-69 area south of the City of Tuscaloosa. The study is to include, (1) Current and projected traffic patterns along State Route 69, south of Interstate 20/59 to the Hale County line, to include adjacent Tuscaloosa County routes, (2) Safety and Access Management practices, (3) Trip generation/destination studies, (4) Projected residential and commercial property growth, and (5) Recommendations/estimated cost for possible future projects in the area as approved by the STATE. Project #ST-063-888-035. CPMS Ref #100059061;

which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman of the Commission for and on its behalf and that it be attested by the County Clerk and the seal of the County affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept of record by the County Clerk.

Passed, adopted, and approved this 17th day of October,
20 12.

ATTESTED:

M. L. Oates
County Clerk/ County Administrator

W. H. McCall
Chairman, County Commission

I, the undersigned qualified and acting clerk of Tuscaloosa County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County Commission of the County named therein, at a regular meeting of such Commission held on the

17th day of October, 20 12, and that such resolution is of record in the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this

17th day of October, 20 12.

M. L. Oates
County Clerk/ County Administrator

SEAL

7/18/90

**EXHIBIT M
CERTIFICATION**

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, 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 funds other than 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 this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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 prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Rev. 06/01/2012

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT:

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this Agreement, be enacted, then the conflicting provision in the Agreement shall be deemed null and void.

TERMINATION DUE TO INSUFFICIENT FUNDS:

If the Agreement term is to exceed more than one fiscal year, then said Agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the Agreement in subsequent fiscal years.

In the event of proration of the fund from which payment under this Agreement is to be made, Agreement will be subject to termination.

ADR CLAUSE:

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendation of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General Office of Administrative Hearings or where appropriate, private mediators.

AMENDED ALABAMA IMMIGRATION LAW:

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Gary Kizziah
135 Lucille Road
West Blocton, AL 35184
205-361-3995

Revision Quote# 12-134407
Date: Sept. 25, 2012

Customer: Citizen's Water
Attn: Luke Rice

Phillip's Road Job

Approx. 1200 LF 3" PVC
2 Ea. 3" MJ Gate Valves
2 Ea. Valve Boxes
1 Ea. 2 1/2" Tee
1 Ea. 3"x2 1/2" Reducer
1 Ea. 3" MJ 45 Degree Bend
4 Ea. 3" x 3/4" Brass Saddles
4 Ea. 3/4" Corporation Stops
4 Ea. 3/4" Curb Stops
50 LF 6" Steel Casing for Creek Crossing
5 Ea. 3" x 6" Casing Spacers
200 LF of K-Copper
6 Ea. 3" Meg-a-lugs
6 Ea. 3" Transition Gaskets
24 Ea. 3" T-Head Bolts
2 Ea. Concrete Valve Markers*
2 Ea. Concrete Doughnuts*
1200 LF Tracer Tape*

APPROVED BY
COUNTY COMMISSION
DATE 10-17-2012

APPROVED
10/17/2012
UP TO MAX. \$11,490.00

*Last three items on above list were added per conversation between Luke Rice and Gary Kizziah which adds an additional cost of \$240.00 to the previously quoted price. The original Quote was dated Sept. 18, 2012.

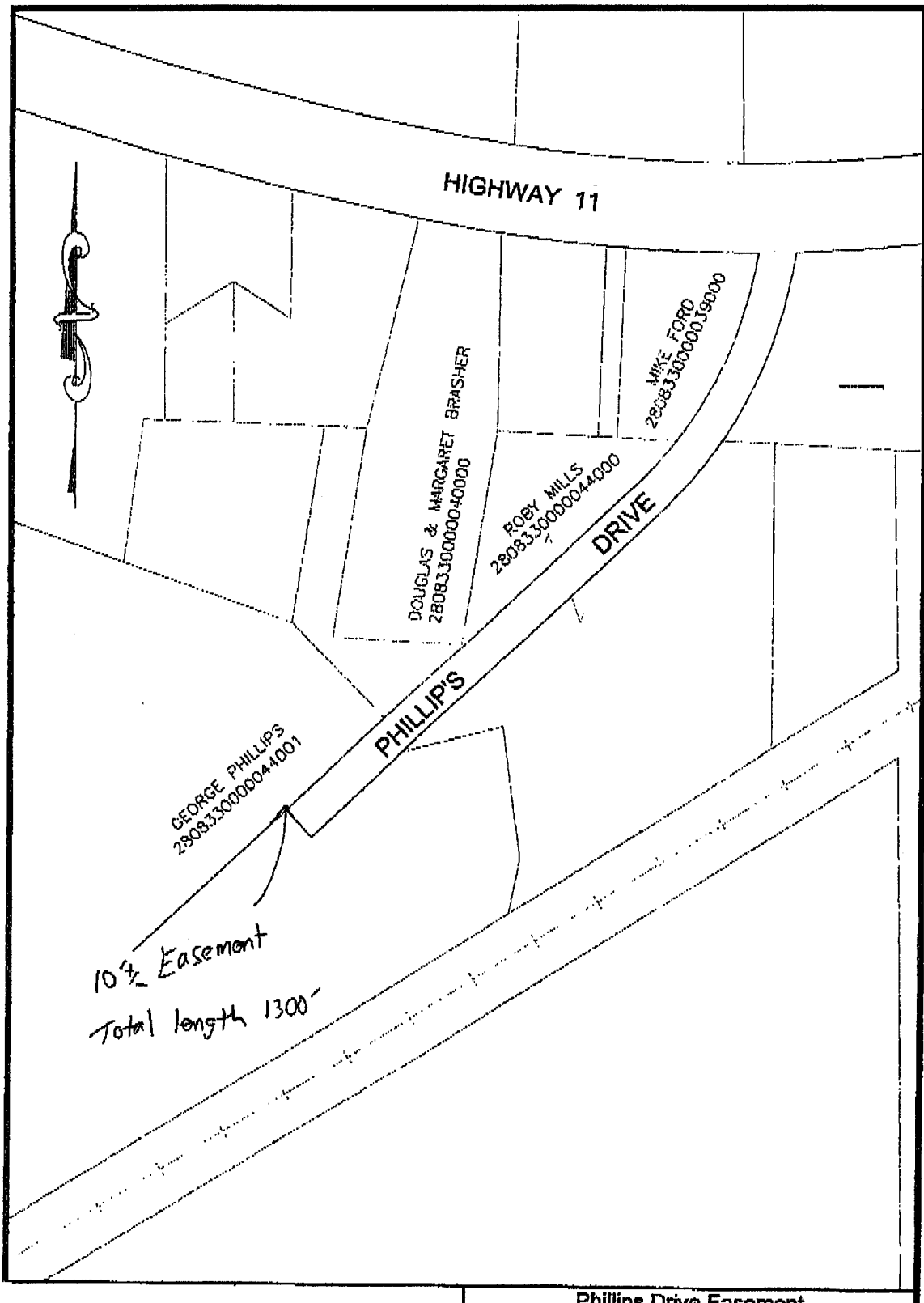
Lay approx. 1200 LF of 3" PVC, tie-in to existing 2 1/2" main, install a 3" Blow-off Assembly at end of line, and relocate 4 Ea. 3/4" services (3 longside bores and 1 short side)

Above Materials and Labor furnished by Gary Kizziah **\$11,490.00**

Thank you for considering my bid.
Gary Kizziah

Gary Kizziah

Co. = CONSTRUCTION ONLY



Phillips Drive Easement

MONTH OF: **SEPTEMBER, 2012**

FUND	CHECK NUMBERS	AMOUNT	
001 GENERAL FUND	13809-14374	\$3,750,386.96	
SPECIAL SALES TAX	33	\$1,000,000.00	
112 ROAD & BRIDGE	3945-4061	\$3,113,904.59	
116 CAPITAL IMPROVEMENT	1501	\$500,000.00	
117 RRR GAS TAX	312	\$430,100.00	
120 REAPPRAISAL	1911-1945	\$223,470.46	
160 COMMUNITY DEVELOP	1571	\$291.51	
710 PAYROLL-CHECKS	92699-92750	\$1,243,368.28	
	54400-54530	\$134,417.72	
	PAYROLL-DIR DEP	6035-6932	\$1,020,795.77
720 EXCESS LAND SALES			
730 FIDUCIARY			
750 PISTOL PERMIT	7781-7791	\$26,633.37	
780 E911	4712-4727	\$14,671.42	
781 GAS TAX BONDING			
783 WORKMEN'S COMP	109-110	\$342,506.94	
784 TAX COLL SPECIAL			
785 TAX ASSR SPECIAL			
786 MFG HOMES			
787 MOTOR VEH TRAINING			

\$11,800,547.02

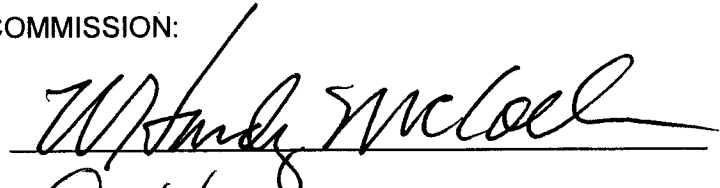
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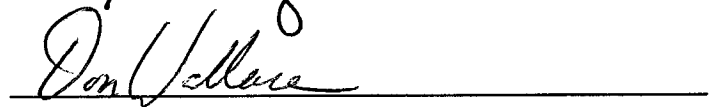
WILLIAM M. LAMB, ACCOUNTING MANAGER

APPROVED BY TUSCALOOSA COUNTY COMMISSION:

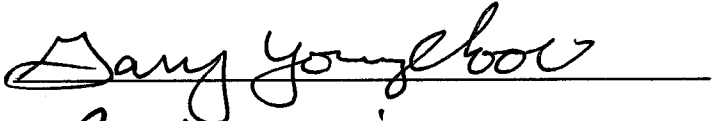
CHAIRMAN, W. HARDY MCCOLLUM



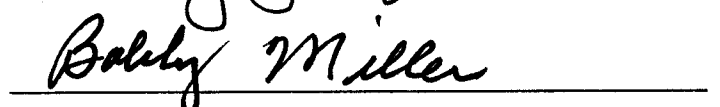
COMMISSIONER, DON WALLACE



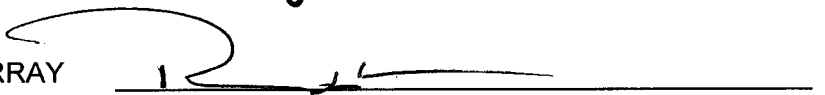
COMMISSIONER, GARY YOUNGBLOOD



COMMISSIONER, BOBBY MILLER



COMMISSIONER, REGINALD MURRAY



October 1, 2012

Probate Judge W. Hardy McCollum
Tuscaloosa County Courthouse
Post Office Box 20067
Tuscaloosa, AL 35402-0067

Dear Judge McCollum:

The Tuscaloosa County Sheriff Department has been selected to receive a traffic enforcement grant of **Six Thousand Four Hundred dollars (\$ 6,400.00)**. Enforcement objectives will be realized through funding of overtime salary + fringe to state and local enforcement agencies to implement a comprehensive traffic safety program with a focus on statistic data contributing to crashes by implementing stationary, mobile (DUI), speed, safety belt, and child restraint enforcement programs.

Traffic enforcement programs coupled with intense community education and an awareness campaign has been found to be the most effective combination to reduce the number of traffic crashes, injuries and fatalities in a defined region. The West Alabama Traffic Safety Program Project will be used as a supplement to regular basis.

West Alabama Traffic Safety Program and The Tuscaloosa County Sheriff Department, hereafter referred to as AGENCY, for 100% funded salary plus allowable fringe overtime traffic enforcement and traffic safety education funds not to exceed \$ 6,400.00, enter into this agreement.

This funding is made available under the **Alabama Department of Economic and Community Affairs, (ADECA) 13-SP-PT-004 Project.** (Selective Enforcement/Anytime Funds)

Agency agrees to comply with all documentation procedures as outlined in the **Attached A and Attachment D** before reimbursement will be made by West Alabama Traffic Safety's Director.

The AGENCY agrees to appoint a traffic coordinator and alternates from their law enforcement department. This person will be responsible for submitting required documentation of overtime hours, required documentation of overtime hours, required reporting to West Alabama Traffic Director of overall project within their department.

All reimbursement statements, contact reports, and supporting documentation must be submitted to West Alabama Traffic Safety Director, on or before, the 15th of the month following the month of activities. Automatic suspension of funds, until documentation is received, will occur for those departments not meeting this deadline.

The Enforcement Committee will meet monthly beginning November 1, 2012, on or before the last day of the month at 10:00 A.M. at location chosen by West Alabama Traffic Safety's Director. The dates of the meetings will be chosen by the Law Enforcement committee.

The AGENCY will coordinate traffic safety activities to coincide with, but not limited to, the five (5) major holidays: Memorial Day, Fourth of July Day, Labor Day, Thanksgiving Day, Christmas Day, and National Drunk and Drug Driving Week in December.

The AGENCY agrees to maintain an average of two (2) written contacts per hour, excluding educational material and verbal contacts, throughout the life of the project. These contacts may be written warnings and/or citations. The enforcement committee for approval will review extenuating circumstances.

The AGENCY agrees to use budget funds for selective enforcement activities. The agencies will utilize CARE Data. Agencies will identify hot spots as identified by the State Data System.

The AGENCY is solely responsible for the acts and omission of its employees and agents. This agreement does establish an agency relationship between the Agency and West Alabama Traffic Safety Director. To the extent permitted bylaw, the Agency shall defend indemnify and hold harmless West Alabama Traffic Safety Director from all claims and demands for personal injury or death and property damages arising from the performance of this agreement by the Agency, its agents and employees, including expense, attorney fees, compensatory or punitive damages, claims, demands, actions, amounts, and costs incurred by the West Alabama Traffic Safety Director in the investigation and defense of such claims.

The AGENCY agrees to comply with all other requirements as outlined by West Alabama Traffic Safety Director which are needed to carry out the scope and intent of this project in accord with the Agreement entered into between West Alabama Traffic Safety Director and the State of Alabama Department of Economic Community Affairs, and the Law Enforcement Traffic Safety Division, as amended from time to time.

West Alabama Traffic Safety Director agrees to reimburse the AGENCY for actual traffic safety enforcement and education overtime worked under this project, provided the overtime is documented and spent in accordance with attachments A and approved by Enforcement and Education Committee Chairperson.

*The AGENCY agrees to submit a copy of their overtime policy with the return of the signed local agreement. The local agreement will not be considered complete unless an overtime policy is on file with WACTS.

*The AGENCY will be required to submit time sheets indicating regular shift hours were met, when submitting a claim for reimbursement of overtime hours worked.

ATTACHED A

DEFINITIONS

- a. Blitz – A period recognized by Federal agencies that require State action and reporting of a common action/goal. Blitz entails the maximum utilization of available resources towards the action or goal. Result reporting goes to State, then Federal Agencies in a timely manner.
- b. Mobilization – A period recognized and directed by State Agencies that require action and reporting of a common action/goal. Mobilization entails the utilization of available resources towards the action or goal. Result reporting goes to State Agencies in a timely manner.
- c. Operation – Is defined as a series of planned Details to be conducted within a 24 to 48 hour period.
- d. Detail – Local Police Departments and Sheriffs may work no more than twelve (12) hours for overtime traffic enforcement during an officer's scheduled "OFF" time and no more than a total of fourteen (14) hours of combined regularly scheduled time and overtime traffic enforcement. Participating Trooper Posts may schedule details up to ten hours due to department reporting structure that follows state guidelines. The purpose is to prevent the perception of part time work for law enforcers, while ensuring adequate "Operator Rest" before the next work shift.
- e. Vote – Voting or eligibility thereof – the Chief Law Enforcement Official (Chief of Police or Sheriff) or his/her designee of the AGENCY is the official voting representative on the WALEC (West Alabama Law Enforcement Committee).
- f. Excused Absences – A preannounced note or letter mailed (faxed or e-mailed) to any WALEC Officer and WAHSO articulating the time, sensitivity, urgency of presence (e.g. court appearance; personal family or work emergency involving hospital, legal or death) and non availability of other personnel (designated alternate, clerk, or secretary) that may represent the Sheriff or Chief of absent agency.
- g. Overtime Defined – Time beyond an established limit, as working hours in addition to those of a regular schedule; payment for additional work done outside of regular scheduled working hours. *When working ADECA overtime, you may not be on regular shift; clock out to work the overtime detail and then clock back in to work those regular shift hours after your regular scheduled duty hours.*
- h. Overtime Reimbursement – When working ADECA overtime, the agency should not deviate from its overtime policy. ADECA overtime should be consistent with existing Agency or Department of Labor policy. Persons signing up to work this overtime must ensure they have satisfied the regular duty hours as outlined in the Agency's overtime policy – thus ensuring they are overtime eligible. It is recommended WALEC representatives add a disclaimer on their agency overtime sign-up sheets. Here's a sample disclaimer: *"Persons signing up to work this overtime should ensure they have*

satisfied the regular duty hours as outlined in the overtime policy---thus ensuring they are overtime eligible. Persons who are not overtime eligible may sign up, but should notify Agency WALEC representative of the possibility of their not meeting the overtime threshold". At which time the WALEC representative may claim time worked as straight time.

Also, agencies must ensure they are first "disbursing funds" to their officers/deputies before requesting "reimbursement of funds" from ADECA.

Level of Effort – Supplement Not Supplant

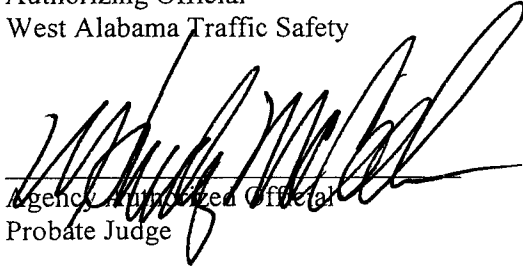
- a. Ascertain if the entity used Federal funds to provide services which they were required to make available under Federal, State, or local law and were also made available by funds subject to a supplement not supplant requirement.

OMB Circular A-133 2.2

Adjustments in funding level; time period or scope of this agreement may only be accomplished through written amendment to this agreement upon recommendation of the Enforcement Committee and approved by the Executive Committee.

Authorizing Official
West Alabama Traffic Safety

Date



Agency Authorized Official
Probate Judge

10-17-12
Date

Authorizing Enforcement Official
Sheriff

Date

Highway Safety Coordinator

Date

STATE CERTIFICATIONS AND ASSURANCES

Failure to comply with applicable Federal statutes, regulations and directives may subject State officials to civil or criminal penalties and/or place the State in a high-risk grantee status in accordance with 49CFR s18.12.

Each fiscal year the State will sign these Certifications and Assurances that the state complies with all applicable Federal statutes, regulations, and directives in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but not limited to, the following:

- 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended;
- 49 CFR part 18 – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 49 CFR Part 19 – Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations.
- 23 CFT Chapter II – (xx1200, 1205, 1206, 1250, 1251, 1252) Regulations governing highway safety programs
- NHTSA Order 462-6C Matching Rates for State and Community Highway Safety Programs
- Highway Safety Grant Funding Policy for Field-Administered Grants

Certifications and Assurances

The Governor is responsible for the administration of the State highway safety program through a State highway safety agency which has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program (23 USC 402(b)(1)(A));

The political subdivisions of this State are authorized, as part of the State highway safety program, to carry out within their jurisdictions, local highway safety programs which have been approved by the Governor and are in accordance with the uniform guidelines promulgated by the Secretary of Transportation (23 USC 402(b)(1)(B));

At least 40 percent of all Federal funds apportioned to this State under 23 USC 402 for this fiscal year will be expended by or for the benefit of the political subdivision of the State in carrying out local highway safety programs (23 USC 402(b)(1)(C)), unless this requirement is waived in writing;

This State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 197, at all pedestrian crosswalks (23 USC 402(b)(1)(D));

Cash draw-downs will be initiated only when actually needed for disbursement, cash disbursements and balances will be reported in a timely manner as required by HHTSA, and the same standards of timing and amount, including the reporting of cash disbursement and balances, will be imposed upon any secondary recipient organizations (49CFT 18.20, 18.21, 18.41). Failure to adhere to these provisions may result in termination of drawdown privileges);

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs);

Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of a political subdivision or State agency, shall cause such equipment to be used and kept in operation in highway safety purposes (23 CFR 1200.21);

The State will comply with all applicable State procurement procedures and will maintain a financial management system that complies with the minimum requirements of 49 CFR 18.20;

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. ss 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. s794), which prohibits discrimination on the basis of handicaps (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (41 U.S.C. ss 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) ss 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. ss 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VII of the Civil Rights Act of 1968 (42 U.S.C. ss 3601 et. seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which may apply to the application.

The Drug-free Workplace Act of 1988 (49 CFR Part 29 Sub-part F):

The State will provide a drug-free workplace by:

- a) Publish 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 grantees policy 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 violations occurring in the workplace.
- c) Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by a 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 an 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 a drug abuse assistance or rehabilitation program approved for such purposes by 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) above.

BUY AMERICA ACT

The Agency will comply with the provisions of the Buy America Act (23 USC 101 Note_ which contains the following requirements:

Only steel, iron, and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; such that materials are not reasonably available and of a satisfactory quality; or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

POLITICAL ACTIVITY (HATCH ACT)

The Agency will comply with the provisions of 5 U.S.C. ss 1501-1508 and implementing regulations of 5 CTF Part 151, concerning "Political Activity of State or Local Offices, or Employees".

CERTIFICATION REGARDING FEDERAL LOBBING:

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress in connection with the awarding of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any 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 complete and submit Standard Form-LL, "Disclosure Form to Report Lobbying," 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-award at all tiers (including subcontracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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.

RESTRICTION ON STATE LOBBYING:

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial or participation in this covered transaction. This prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason or change circumstance.
5. 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 meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary 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 proposed for debarment under 48 CFT Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not proposed for debarment under 48 CFT Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it is known 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, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishments 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.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material 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 at any tier 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 Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
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 proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which 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 tier covered transactions and in all solicitations for lower tier covered transactions. (See below)

7. A participant in a covered transaction may rely upon a certification of a perspective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, 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, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
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 covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily 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.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is 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 this certification, such prospective participants shall attach an explanation this proposal.

ENVIRONMENTAL IMPACT

The Governor's Representative for Highway Safety has reviewed the State's Fiscal Year 11-12 highway safety planning document and hereby declares that no significant environmental impact will result from implementing this Highway Safety Plan. If, under a future revision, this Plan will be modified in such a manner that a project would be instituted that could affect environmental quality to the extent that a review and statement would be necessary, this office is prepared to take the action necessary to comply with the National Environmental Police Act of 1069 (42 USC 4321 et seq.) and the implementing regulations of the Council on Environmental Quality (40 CFR Parts 1500-1517).

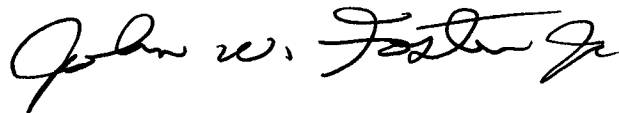
Local Representative for Highway Safety

Date

To: Tuscaloosa County Commission

Coaling Water Authority has a water tank site that is accessed from the New Asia Road in Coaling. The actual tank site is approximately 1000 ft North on a slag drive that has a 10-12 % grade. Over the years we have continued to try to improve and maintain the road, but it does not take long until the road gets tough to access.

The Coaling Water Board would like to ask for your help and consideration in the possibility of getting this one lane drive to this tank site paved.

A handwritten signature in black ink that reads "John W. Foster Jr." in a cursive style.

John w. Foster Jr.

Date: 9-17-12



Laura McBride
Principal

BROOKWOOD HIGH SCHOOL

15981 HIGHWAY 216

BROOKWOOD, ALABAMA 35444

TUSCALOOSA 205-342-2777

1450 HIGHWAY
205-342-2777
MARCY BURPOJOS
ASSEMBLY PERSON

September 10, 2012

Mr. Butler:

Brookwood High School is very excited about the future of students and the opportunity the new Brookwood High School will provide them. Without the Tuscaloosa County Commission's dedication to our school system by extending the one cent sales tax, our community would not see this facility come to realization.

With a limited budget for school construction and renovation, the Brookwood community has accepted the challenge of upgrading our athletic facilities. To date, many parents, students and coaches have contributed personal time, money and energy to begin making our facility safe for players and fans as well as aesthetically appealing. To move forward in our pursuits, we are asking the Tuscaloosa County Commission to assist us in the following manner:

Field House Improvements to include

-Air/Heat Units

-Bathroom Upgrades

Fencing

Repair on Field and Drainage and Water System

Water System for the practice field.

We are requesting a total of \$65,000.00 to begin renovating our facilities to provide a safe environment as well as one that reflects the pride of our community. We have three high school teams that play on the field, a middle school team and our community football program. Many people come to Brookwood during these games and we would like to insure that the facilities are safe for their children also.

If you approve this request, please email this letter and your approval to Lisa Whitehead at lwhitehead@tuscco.com for the next county commission meeting.

Sincerely,

Laura McBride

Principal, Brookwood High School