

TUSCALOOSA COUNTY COMMISSION
MEETING
September 17, 2008

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 Bobby Miller moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to authorize payment of \$23,171.50 to Almon Associates for construction management services on the Duncanville Middle School Access Road Project.

Exhibit 9-1, Page 880

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to award bids opened on August 20, 2008, as follows:

ASPHALT PLANT MIX

S.T. Bunn Construction Co. Inc.
West Alabama Asphalt Inc. (FOB Vendor's Plant North of River)

CONCRETE

Bama Concrete Products Co. Inc.

TREATED BRIDGE TIMBERS

Stringfellow Lumber

SILT FENCE MATERIAL ONLY

Sunshine Supplies Inc.

SILT FENCE FURNISHED AND INSTALLED
Water & Silt LLC

Exhibit 9-2, Pages 881-888

Commissioner Don Wallace moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to enter into an agreement with the Alabama Department of Transportation covering the funding of construction costs of the Brownville Pike Bridge Replacement Project.

Exhibit 9-3, Pages 889-893

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to adopt a resolution resolving the budget as approved on November 21, 2007, be adopted as the operating budget for the Tuscaloosa County Commission in place and effect on October 1, 2008, and until amended by subsequent vote of the Commission.

Exhibit 9-4, Page 894

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to enter into a Service Contract Agreement between the City of Tuscaloosa, the City of Northport, Tuscaloosa County, and Tuscaloosa Metro Animal Shelter, Inc. for the operation and maintenance of an animal shelter. The three-year contract in the amount of \$452,000.00 will go into effect September 27, 2008. The contractor will be paid in monthly installments in an amount equal to the following percentages: the City of Tuscaloosa will pay 40%, the City of Northport will pay 10%, and Tuscaloosa County will pay 50%.

Exhibit 9-5, Pages 895-911

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to award bids opened on September 10, 2008, for the Sheriff's Office as follows:

OIL CHANGES

Express Oil Change & Service Center

TRANSMISSION SERVICE

Express Oil Change & Service Center

Exhibit 9-6, Pages 912-918

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to appoint Jimmy Harrison, III to the Board of Directors of the DCH Healthcare Authority to replace Joseph A. Colquitt. This term expires on June 30, 2014.

Commissioner Bobby Miller moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to adopt a resolution resolving that any money borrowed from any bank or financial institution for purposes of enabling PARA to purchase the Hurricane Creek Property is hereby designated by the Commission as a Qualified Tax-Exempt Obligation or Obligations.

Exhibit 9-7, Pages 919-920

Commissioner Don Wallace moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to grant a variance to Wayne Miles to allow him to leave a private water line in the right-of-way of the relocated section of Viewpoint Road.

Commissioner Don Wallace moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to approve reimbursement to Carroll's Creek Water Authority for the construction costs (up to \$54,300.00) of the Boone Creek Water Main Relocation Project.

Exhibit 9-8, Page 921

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to provide the concrete for the foundation of Lakeview Fire Protection Districts' proposed Station #2 located on Central Park Drive.

Exhibit 9-9, Page 922

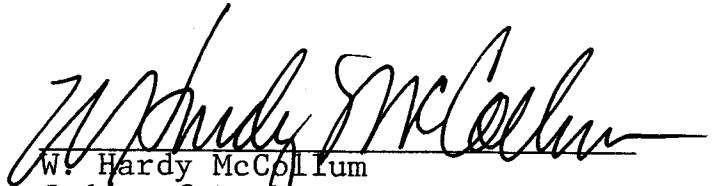
Commissioner Bobby Miller moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to grant the one-time lump sum payment to Tuscaloosa County retirees provided for under the provisions of Section 2 of Act 555 of the First Special Session of the 2008 Legislature. Retirees will receive the payment totaling \$1.00 for each month that they worked under the Retirement Systems of Alabama.

Exhibit 9-10, Page 923

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to approve a proposed agreement with William E. Elliott and Marie R. Elliott for the county's acquisition of right-of-way necessary for the Patriot Parkway Extension Project.

Exhibit 9-11, Page 924

There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, October 1, 2008.



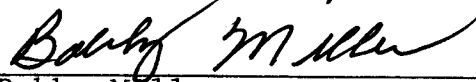
W. Hardy McCallum
Judge of Probate and Chairman
Tuscaloosa County Commission



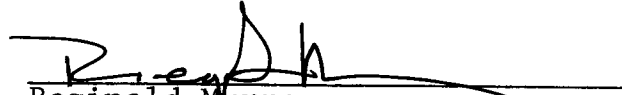
Don Wallace
Commissioner - District I



Gary Youngblood
Commissioner - District II



Bobby Miller
Commissioner - District III



Reginald Murray
Commissioner - District IV



P.O. Drawer 2729
Tuscaloosa, AL 35403

Invoice

September 1, 2008
Project No: 2006168.20
Invoice No: 0000020

Mr. Bobby Hagler
2810 35th Street
Tuscaloosa AL 35401

US 82 to Duncanville Middle School

Professional services from August 1, 2008 to August 31, 2008

Professional Personnel

Phase I Preliminary Design (NTE \$73,200) (Billed to date \$ 73,187.50)
Complete

Phase I Final Design (NTE \$122,800) (Billed to date \$ 120,426.93)

Total Phase I Final Design .00

Phase I Construction Phase Services (NTE \$351,000) (Billed to Date 47,892.50)

Project Manager II	41.50	120.00	4,980.00
Staff Engineer	193.50	80.00	15,480.00
Engineering Tech III	.00	75.00	.00
Clerical	.00	45.00	.00
Professional Surveyor II	.00	125.00	.00
Professional Surveyor I	.00	80.00	.00
Survey Tech I	7.50	35.00	262.50
Survey Tech II	9.00	50.00	450.00
Survey Tech III	9.00	60.00	540.00
			21,712.50

Testing-T T L Inc

1,459.00

Total Phase I Const 23,171.50

Phase II Preliminary Design (NTE \$189,000) (Billed to Date \$157,907.50)

No Activity

Total Phase II .00

Total this invoice \$23,171.50

ACCOUNTS ARE DUE AND PAYABLE ON RECEIPT OF STATEMENT. ACCOUNTS NOT PAID IN FULL WILL BE ASSESSED A FINANCE CHARGE OF 1 1/2% PER MONTH BEGINNING 30 DAYS FROM DATE OF STATEMENT.

PAID 9-4-08

EX 9-1

Plant Mix Bid Evaluation
4-Sep-08

ST Bunn	West Alabama Asphalt			APAC Mid South, Inc.		
	Quantity	Unit Price	Bid Amount	Unit Price	Bid Amount	Bid Amount
FOB Any Destination North of River - Vendors Trucks						
429 A Bituminous Concrete Asphalt	40000	\$ 61.10	\$ 2,444,000.00	\$ 73.00	\$ 2,920,000.00	No Bid
429 C Bituminous Concrete Asphalt	54000	\$ 61.10	\$ 3,299,400.00	\$ 73.00	\$ 3,942,000.00	No Bid
429 B Bituminous Concrete Asphalt	10000	\$ 54.70	\$ 547,000.00	\$ 70.00	\$ 700,000.00	No Bid
327 A Plant Mix Bituminous Base	1500	\$ 54.70	\$ 82,050.00	\$ 70.00	\$ 105,000.00	No Bid
			\$ 6,372,450.00		\$ 7,667,000.00	\$ -

ST Bunn	West Alabama Asphalt			APAC Mid South, Inc.		
	Quantity	Unit Price	Bid Amount	Unit Price	Bid Amount	Bid Amount
FOB Any Destination South of River - Vendors Trucks						
429 A Bituminous Concrete Asphalt	40000	\$ 60.90	\$ 2,436,000.00	\$ 75.00	\$ 3,000,000.00	No Bid
429 C Bituminous Concrete Asphalt	54000	\$ 60.90	\$ 3,288,600.00	\$ 75.00	\$ 4,050,000.00	No Bid
429 B Bituminous Concrete Asphalt	10000	\$ 54.50	\$ 545,000.00	\$ 72.00	\$ 720,000.00	No Bid
327 A Plant Mix Bituminous Base	1500	\$ 54.50	\$ 81,750.00	\$ 72.00	\$ 108,000.00	No Bid
			\$ 6,351,350.00		\$ 7,878,000.00	\$ -

ST Bunn	West Alabama Asphalt			APAC Mid South, Inc.		
	Quantity	Unit Price	Bid Amount	Unit Price	Bid Amount	Bid Amount
FOB Vendors Plant - North of River						
429 A Bituminous Concrete Asphalt	500	No Bid	No Bid	\$ 69.00	\$ 34,500.00	No Bid
429 C Bituminous Concrete Asphalt	500	No Bid	No Bid	\$ 69.00	\$ 34,500.00	No Bid
429 B Bituminous Concrete Asphalt	500	No Bid	No Bid	\$ 67.00	\$ 33,500.00	No Bid
327 A Plant Mix Bituminous Base	500	No Bid	No Bid	\$ 67.00	\$ 33,500.00	No Bid
			\$ -		\$ 136,000.00	\$ -

ST Bunn	West Alabama Asphalt			APAC Mid South, Inc.		
	Quantity	Unit Price	Bid Amount	Unit Price	Bid Amount	Bid Amount
FOB Vendors Plant - South of River						
429 A Bituminous Concrete Asphalt	500	\$ 55.90	\$ 27,950.00	No Bid	No Bid	No Bid
429 C Bituminous Concrete Asphalt	500	\$ 55.90	\$ 27,950.00	No Bid	No Bid	No Bid
429 B Bituminous Concrete Asphalt	500	\$ 51.90	\$ 25,950.00	No Bid	No Bid	No Bid
327 A Plant Mix Bituminous Base	500	\$ 51.90	\$ 25,950.00	No Bid	No Bid	No Bid
			\$ 107,800.00		\$ -	\$ -

EX 9-2

		ST Bunn			West Alabama Asphalt			APAC Mid South, Inc.		
Delivered and In Place - North of River	Quantity	Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount	
429 A Bituminous Concrete Asphalt	40000	\$ 72.75	\$ 2,910,000.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
429 C Bituminous Concrete Asphalt	50000	\$ 72.75	\$ 3,637,500.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
429 B Bituminous Concrete Asphalt	10000	\$ 66.50	\$ 665,000.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
327 A Plant Mix Bituminous Base	1000	\$ 66.50	\$ 66,500.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
			\$ 7,279,000.00		\$ -		\$ -		\$ -	

		ST Bunn			West Alabama Asphalt			APAC Mid South, Inc.		
Delivered and In Place - South of River	Quantity	Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount	
429 A Bituminous Concrete Asphalt	40000	\$ 72.75	\$ 2,910,000.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
429 C Bituminous Concrete Asphalt	50000	\$ 72.75	\$ 3,637,500.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
429 B Bituminous Concrete Asphalt	10000	\$ 66.50	\$ 665,000.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
327 A Plant Mix Bituminous Base	1000	\$ 66.50	\$ 66,500.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
			\$ 7,279,000.00		\$ -		\$ -		\$ -	

		ST Bunn			West Alabama Asphalt			APAC Mid South, Inc.		
FOB Any Destination Vendors Trucks County Wide	Quantity	Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount	
429 A Bituminous Concrete Asphalt	40000	\$ 61.10	\$ 2,444,000.00	\$ 75.00	\$ 3,000,000.00	\$ 85.00	\$ 3,400,000.00	\$ 85.00	\$ 4,250,000.00	
429 C Bituminous Concrete Asphalt	50000	\$ 61.10	\$ 3,055,000.00	\$ 75.00	\$ 3,750,000.00	\$ 85.00	\$ 4,250,000.00	\$ 85.00	\$ 4,250,000.00	
429 B Bituminous Concrete Asphalt	10000	\$ 54.70	\$ 547,000.00	\$ 72.00	\$ 720,000.00	\$ 75.00	\$ 750,000.00	\$ 75.00	\$ 750,000.00	
327 A Plant Mix Bituminous Base	1000	\$ 54.70	\$ 54,700.00	\$ 72.00	\$ 72,000.00	\$ 75.00	\$ 75,000.00	\$ 75.00	\$ 75,000.00	
			\$ 6,100,700.00		\$ 7,542,000.00		\$ 8,475,000.00		\$ 8,475,000.00	

		ST Bunn			West Alabama Asphalt			APAC Mid South, Inc.		
FOB Vendors Plant	Quantity	Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount	
429 A Bituminous Concrete Asphalt	500	\$ 55.90	\$ 27,950.00	\$ 69.00	\$ 34,500.00	\$ 69.00	\$ 34,500.00	\$ 69.00	\$ 34,500.00	
429 C Bituminous Concrete Asphalt	500	\$ 55.90	\$ 27,950.00	\$ 69.00	\$ 34,500.00	\$ 66.63	\$ 33,315.00	\$ 66.63	\$ 33,315.00	
429 B Bituminous Concrete Asphalt	500	\$ 51.90	\$ 25,950.00	\$ 67.00	\$ 33,500.00	\$ 56.99	\$ 28,495.00	\$ 56.99	\$ 28,495.00	
327 A Plant Mix Bituminous Base	500	\$ 51.90	\$ 25,950.00	\$ 67.00	\$ 33,500.00	\$ 56.61	\$ 28,305.00	\$ 56.61	\$ 28,305.00	
			\$ 107,800.00		\$ 136,000.00		\$ 124,615.00		\$ 124,615.00	

Delivered and In Place - County Wide	ST Bunn				West Alabama Asphalt			APAC Mid South, Inc.		
	Quantity	Unit Price	Bid Amount	Unit Price	Unit Price	Bid Amount	Unit Price	Unit Price	Bid Amount	
429 A Bituminous Concrete Asphalt	40000	\$ 72.75	\$ 2,910,000.00	No Bid	No Bid	No Bid	\$ 90.00	\$ 3,600,000.00		
429 C Bituminous Concrete Asphalt	50000	\$ 72.75	\$ 3,637,500.00	No Bid	No Bid	No Bid	\$ 90.00	\$ 4,500,000.00		
429 B Bituminous Concrete Asphalt	10000	\$ 66.50	\$ 665,000.00	No Bid	No Bid	No Bid	\$ 80.00	\$ 800,000.00		
327 A Plant Mix Bituminous Base	1000	\$ 66.50	\$ 66,500.00	No Bid	No Bid	No Bid	\$ 80.00	\$ 80,000.00		
			\$ 7,279,000.00		\$ -			\$ 8,980,000.00		

EX9-2

**Concrete
Bid Evaluation
09/04/2008**

Item	Quantity	Ready Mix USA		Bama Concrete	
		Unit Price	Total Price	Unit Price	Total Price
Precast Nonprestressed Concrete FOB Bridge Yard	1,500	\$ 97.00	\$ 145,500.00	\$ 88.00	\$ 132,000.00
Precast Nonprestressed Fiber Reinforced Concrete FOB Bridge Yard	100	\$ 104.00	\$ 10,400.00	\$ 92.50	\$ 9,250.00
Class A-1a Concrete FOB County Wide	10	\$ 92.00	\$ 920.00	\$ 93.00	\$ 930.00
Class A-1c Concrete FOB County Wide	10	\$ 92.00	\$ 920.00	\$ 93.00	\$ 930.00
Class B-3 Concrete FOB County Wide	10	\$ 92.00	\$ 920.00	\$ 89.00	\$ 890.00
Class A-2a Concrete FOB County Wide	10	\$ 92.00	\$ 920.00	\$ 93.00	\$ 930.00
			\$ 159,580.00		\$ 144,930.00

EX 9-2

**Liquid Asphalt
Bid Evaluation
09/04/2008**

Item	Quantity	Hunt Refining Company	
		Unit Price	Total Price
AC-5 through AC-30 any destination in county by vendor's trucks	50	\$ 699.00	\$ 34,950.00
MC-70 through MC - 3000 any destination in county by vendor's trucks	60	\$ 884.00	\$ 53,040.00
RC-70 through RC-3000 any destination by vendor's trucks	30	\$ -	\$ -
RS-2 any destination by vendor's trucks	30	\$ -	\$ -
CRS-2 any destination by vendor's trucks	30	\$ 539.00	\$ 16,170.00
CRS-2 H any destination by vendor's trucks	50	\$ 539.00	\$ 26,950.00
CRS-2 P any destination by vendor's trucks	500	\$ 604.00	\$ 302,000.00
MP any destination by vendor's trucks	30	\$ -	\$ -
MP-1 any destination by vendor's trucks	30	\$ -	\$ -
Emulsified Petroleum Resin any destination by vendor's trucks	50	\$ -	\$ -

Item	Quantity	Hunt Refining Company	
		Unit Price	Total Price
AC-5 through AC-30 FOB Vendor's Plant	30	\$ 675.00	\$ 20,250.00
MC-70 through MC - 3000 FOB Vendor's Plant	50	\$ 860.00	\$ 43,000.00
RC-70 through RC-3000 FOB Vendor's Plant	30	\$ -	\$ -
RS-2 any destination by vendor's trucks	30	\$ -	\$ -
CRS-2 FOB Vendor's Plant	30	\$ 515.00	\$ 15,450.00
CRS-2 H FOB Vendor's Plant	30	\$ 515.00	\$ 15,450.00
CRS-2 P FOB Vendor's Plant	3000	\$ 580.00	\$ 1,740,000.00
MP FOB Vendor's Plant	30	\$ -	\$ -

EX 9-2

**Treated Bridge
Timbers
Bid Evaluation
09/04/2008**

Item	Quantity MBF	Board Ft Each	Stringfellow Lumber			Milligan Wood Products		
			Unit Price MBF	Unit Price Each	Total Price	Unit Price MBF	Unit Price Each	Total Price
4" x 12" x 16' Stringers	16	64.00	\$ 850.00	\$ 54.40	\$ 13,800.00	\$ 1,232.50	\$ 78.88	\$ 19,720.00
10" x 10" x 16' Caps	3	133.33	\$ 700.00	\$ 93.33	\$ 2,100.00	\$ 1,115.05	\$ 148.67	\$ 3,345.15
3" x 8" x 16' Decking	50	32.00	\$ 675.00	\$ 21.60	\$ 33,750.00	\$ 1,115.00	\$ 35.68	\$ 55,750.00
3" x 6" x 16' Decking	50	24.00	\$ 635.00	\$ 15.24	\$ 31,750.00	\$ 1,115.00	\$ 26.76	\$ 55,750.00

EX 9-2

**Silt Fence Delivered to Bridge Yard
Bid Evaluation
09/04/2008**

Company	Quantity	Unit Price	Total Price
Sunshine Supplies Inc.	10,000	\$ 1.15	\$11,500.00
Midwest Construction Products	10,000	\$ 1.22	\$12,200.00

EX9-2

**Silt Fence Furnished and Installed
Bid Evaluation
09/04/2008
Company**

K & K Excavating	\$ 3.65
Water & Silt, LLC	\$ 2.40
Southern Tractor and Landscaping, Inc.	\$ 2.99

EX 9-2

AGREEMENT

This Agreement is made and entered into by and between the STATE OF ALABAMA, acting by and through the ALABAMA DEPARTMENT of TRANSPORTATION, party of the first part (hereinafter called the State), and TUSCALOOSA COUNTY, ALABAMA, (FEIN 63- 6001719) party of the second part (hereinafter called the County):

WITNESSETH

WHEREAS, the State and County desire to cooperate in the construction of a 6 @ 34' precast relief bridge on Brownville Pike Road @ Sipsey River. BIN 012280. Length - 0.038 miles. Proj #BRZ-6300 (218), TCP 63-96-99. CPMS Ref #100041913.

NOW THEREFORE, it is mutually agreed between the State and County as follows;

- A. The County will furnish all Right-of-Way for project without cost to the State or this Project.
- B. The County will adjust and/or relocate all Utilities on the project without cost to the State or this project.
- C. The County will make the survey, complete the plans and furnish all preliminary engineering for the project with County forces without cost to the State or this Project. The plans will be subject to the approval of the State and the project will be constructed in accordance with the plans approved by the State and the terms of this Agreement.
- D. The County will furnish all construction engineering for the project with County forces or with a consultant selected by the State or with State forces as a part of the project cost.
- E. The County will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The County will be the permittee of record with ADEM for the permit. The contractor shall be a co-permittee with the County for the permit, and shall comply with all requirements of the permit. The County and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The County will furnish the State (Division) a copy of the permit prior to any work being performed by the contractor.
- F. Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. The State will not be liable for Federal Aid funds in any amount. Any deficiency in Federal Aid or overrun in construction costs will be borne by the County from County Federal Aid funds, if available, and from County funds. In the event of an underrun in construction costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible costs, whichever is less.
- G. The estimated cost of construction of this project payable by the parties is the amount set forth below:

FA Funds (2007)	\$ 196,576.00
FA Funds (2008)	499,990.94
County Funds	<u>139,926.00</u>
Total (Incl. E&I)	\$ 699,630.00
- H. The State will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the State will invoice the County for its prorata share of the estimated cost as reflected by the bid of the successful bidder plus E & I, and the County will pay this amount to the State no later than 30 days after the date bids are opened.
- I. The County will submit reimbursement invoices for work performed under the terms of this Agreement to the Alabama Department of Transportation within six (6) months after the completion and acceptance of the project. Any invoices submitted after this six (6) month period will not be eligible for payment.
- J. The County will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 Edition, on this project and will ensure that alignment and grades on this project meet the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.

EX 9-3

K. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the County, for any audit performed on this project in accordance with Act No. 94-414.

L. Upon completion and acceptance of this project, the County will maintain the project in satisfactory condition in accordance with the requirements of the Alabama Department of Transportation.

M. Exhibit M is attached hereto as a part hereof.

N. Exhibit N is attached hereto as a part hereof.

O. This agreement shall terminate on June 26, 2009, as to any work provided herein for which funding has not been authorized, unless otherwise terminated by either party upon the delivery of a thirty (30) day notice of termination. The County agrees that the State may unilaterally extend the time of the agreement.

IN WITNESS WHEREOF, the parties hereto have caused 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. J. Vines
Clerk (Signature) Administrator

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

Melvin Vines
Type Name of Clerk Administrator

W. Hardy McCollum
Type Name of Chairman

RECOMMENDED

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

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

Chief Engineer/Deputy Director
D. W. Vaughn, P.E.

APPROVED AS TO FORM:

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

Transportation Director
D. J. McInnes

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

GOVERNOR OF ALABAMA
BOB RILEY

EX 9-3

WHEREAS, the Tuscaloosa County Commission budgets on a
fiscal year beginning October 1st and ending September
30th of each year; and

WHEREAS, the Tuscaloosa County Commission does hereby
resolve the budget as approved on November 21, 2007,
be adopted as the operating budget for the Tuscaloosa
County Commission in place and effect on October 1,
2008, and until amended by subsequent vote of the
Commission.

The foregoing is a true and correct statement of an action by
Resolution of the Tuscaloosa County Commission
September 17, 2008.


W. Hardy McCollum
Chairman

EX 9-4

STATE OF ALABAMA)
)
COUNTY OF TUSCALOOSA)

**SERVICE CONTRACT AGREEMENT BETWEEN THE CITY OF TUSCALOOSA,
THE CITY OF NORTHPORT, TUSCALOOSA COUNTY, ALABAMA
AND TUSCALOOSA METRO ANIMAL SHELTER, INC.**

THIS AGREEMENT, made and entered into on this the 27th day of September, 2008, for three (3) years, by and between Tuscaloosa Metro Animal Shelter, Inc., hereinafter sometimes called the "Contractor" as party of the first part and the City of Tuscaloosa, Alabama, a Municipal Corporation, the City of Northport, a Municipal Corporation, and Tuscaloosa County, a Political Subdivision of the State of Alabama, hereinafter sometimes called the "governing bodies," as party of the second part.

W-I-T-N-E-S-S-E-T-H:

WHEREAS, the City of Tuscaloosa, City of Northport and Tuscaloosa County have entered into an agreement to jointly purchase services for the operation and maintenance of an animal shelter for each government and its citizens pursuant to Ala. Code §41-16-50 (1975); and

WHEREAS, pursuant to Ala. Code §3-7(A)-7 (1975), and Ala. Code §11-47-110 (1975), the governing bodies are granted the power to regulate animals and to provide for the impounding thereof; and,

WHEREAS, the Contractor has proposed, for a certain consideration hereinafter set out, to operate an animal shelter in Tuscaloosa County for the governing bodies, and to perform all of the duties attendant with the operation of an animal shelter as provided herein.

WHEREAS, compensation will be paid to the Contractor on a monthly basis, on or before the 10th day of each month, in an amount equal to the following percentage of the contract price:

City of Tuscaloosa -	40%
City of Northport -	10%
Tuscaloosa County -	50%

NOW, THEREFORE, the parties agree as follows:

Services to be Provided

A. The Contractor agrees to operate as an independent contractor an animal shelter at a facility owned by the governing bodies located at 3140 35th Street. The Contractor further agrees to administer and manage the shelter and will staff the shelter with adequately trained and certified personnel and will provide all equipment and other incidentals necessary to fulfill the contract requirements. The Contractor will further keep the shelter in a clean and sanitary condition and comply with all Health Department requirements. The Contractor agrees to provide the following services at the animal shelter facility:

1. The Contractor shall follow the guidelines for the operation of an Animal Shelter adopted by the Humane Society of the United States (HSUS) and as amended.
2. The Contractor shall provide euthanasia services which shall be in accordance with current law and accepted principals and techniques, in order to promote humane treatment of animals, prevent suffering, prevent spread of disease among previously healthy animals, and to prevent human injury. The method of euthanasia shall be by injection. The euthanasia services offered shall include "pick up and sedation in the field" as requested by animal control and within HSUS guidelines.
3. No animal shall be placed in a cage that is too small for the animal to easily stand up and turn around.
4. Only one animal shall be placed in a cage with the exception of litter mates, which may be caged together and may be placed with the mother.
5. The Contractor agrees to receive animals of the governing bodies as brought to the shelter by the Animal Control Officers, local veterinarians, and Citizens of the City of Tuscaloosa, City of Northport and Tuscaloosa County; to provide and pay for adequate food, water and all usual and customary medical care including euthanasia services; once an animal is received by the Contractor and/or its designated licensed veterinarian; to provide the disposal of dead animals and animal waste in accordance with all federal, state and local laws and regulations.
6. The Contractor further agrees to have on call an adequately trained employee or a licensed veterinarian to promptly provide all necessary medical care for injured animals brought to the shelter after normal business hours. The Contractor shall provide all animal control officers

with the "on call" schedule and notify animal control of any changes in the schedule.

7. The Contractor shall provide transportation to the shelter of injured or dead animals from a licensed veterinarian in the City of Tuscaloosa, the City of Northport, and Tuscaloosa County, that have been delivered to the veterinarian by animal control officers or by a citizen of the City of Tuscaloosa, the City of Northport or Tuscaloosa County. The Contractor will not call upon animal control officers to provide this service.
8. The Contractor shall utilize facilities for the storage of dead animals and shall transport dead animals to the disposal site.
9. The Contractor shall train its personnel to direct calls from the public to the appropriate agency and direct all calls for animal control officers to the animal control dispatch and not contact animal control officers directly by telephone, beeper or cellular phone.
10. Shelter personnel shall not publicly criticize their contract or advise the public on how to avoid compliance with animal control ordinances. At the request of an animal control officer, the Shelter will place a "Call Tag" on the animal and contact animal control dispatch that an animal with a "Call Tag" has been released.
11. The Contractor shall provide testing of cats considered for adoption for Feline Leukemia and Feline AIDS and testing of dogs considered for adoption for heartworms.
12. The Shelter shall inoculate animals prior to adoption for vaccinations that are appropriate for the age of the animals. These vaccinations shall not include rabies.
13. All animals redeemed from the Shelter or adopted will be equipped with a collar displaying the vaccination tag. A coupon for rabies vaccination that may be redeemed by a local veterinarian may be purchased for those animals that do not have a rabies tag displayed. An animal must be equipped with a collar before being redeemed by the owner. The Shelter may provide a collar and charge the owners as part of the cost of redemption or the owners may supply their own collar. Collars shall be equipped with a tag or label that gives the owner's information.
14. The Contractor shall provide an animal hotline which will be checked regularly by the Shelter staff for the purposes of providing owners with lost animals an after hours telephone to supply information concerning lost animals to the Shelter.

15. The Contractor shall have a majority of administrative operations computerized and agrees to provide the governing bodies access to said computerized information.
16. The Contractor shall comply with Act No. 2004-252 codified at Ala. Code §32-29-130 to 135 (1975) and as amended regarding euthanasia services.

B. The Contractor agrees to comply with the reasonable directions of the governing bodies as to the fixing of fees and charges to members of the public and veterinarians in connection with carrying out its duties in accordance with state and local law and the provisions of this agreement. Prior to such charges becoming effective, a copy of all such charges shall be submitted to the Animal Shelter Advisory Committee for approval. All fees and charges received by the Contractor shall be the sole property of the Contractor. However, all fines collected for violation of its ordinances shall be the sole property of the governing bodies.

C. The conditions, agreements and covenants which the Contractor agrees to in occupying the animal shelter facility owned by the governing bodies are as follows:

1. **Maintenance of Buildings:** Any and all buildings, improvements, and fences, now or in the future constructed upon said property shall be maintained and kept in good repair. Contractor shall keep the same in such repair as is required for the normal use of a building and grounds as an animal shelter in compliance with all applicable laws and regulations in the City of Tuscaloosa, or the State of Alabama, normal wear and tear accepted.
2. **Repairs and Maintenance:** The Contractor shall notify the City immediately of any fixture that is not working properly during the contract period. Such fixtures to include HVAC System, alarm system, plumbing, gas, and electrical systems, roof, floors, walls, doors, windows and cabinets. The governing body shall be responsible for repairing and maintaining fixtures provided that the repair is due to normal wear and tear of the facility. Contractor shall be responsible for the cost of all repairs to fixtures that are due to excess wear and tear, accident, negligent, or intentional damage. The contractor shall notify the Animal Shelter Advisory Committee concerning repairs. The building shall remain open and accessible for inspection and repair by the governing bodies. Contractor agrees to abide by the recommendations of the Animal Shelter Advisory Committee concerning maintenance of the animal shelter facility. The cost of routine servicing of fixtures including plumbing drains and kennel drains shall be the responsibility of the contractor.

3. **Liability for Premises:** It is further understood and agreed by and between the parties that the governing bodies shall not be liable for any damage, injury or death to any person, animal or property which may occur at the facility or from rain, wind or other cause, which may arise out of and during the course of the operation of the animal shelter. The contractor shall be solely liable for the same and shall hold harmless, defend and indemnify the governing bodies, their officers, agents, and employees from any claims, loss, costs, damages or expenses caused by alleged or actual injuries to persons, animals or property while, on or about said premises.
4. **Insurance:** Contractor shall in addition to the insurance required in paragraph J of this contract maintain adequate insurance to insure the contents of the animal shelter and submit proof of coverage to the Animal Shelter Advisory Committee prior to the effective date of this contract. The governing bodies shall maintain adequate insurance for the structure and fixtures.
5. **Improvements:** No improvements shall be made to the animal shelter facility unless written approval is obtained from the Animal Shelter Advisory Committee. All improvements constructed on the property by the Contractor shall become the property of the governing bodies upon being attached to the property.
6. **Assignment:** The Contractor shall not assign or in any manner transfer its rights or interest to use the Animal Shelter facility or attempt to sublet said premises or any part or parts thereof without the prior written consent of the governing bodies.
7. **Utilities:** The Contractor shall be responsible for obtaining utility service and for payment of all utilities. Utilities to include, but not limited to power, gas, water, garbage, telephone, Internet, cable TV, radio, satellite, and security monitoring fee.
8. **Grounds:** Grass shall be mowed weekly during growing season and watered regularly in the absence of rain. Shrubbery beds shall be kept free of weeds and grass and watered in the absence of rain during the growing season and parking lots shall be kept clean and neat.
9. **Security Deposit:** A security deposit for damage to the premises, and clean-up is required in the amount of \$3,000.00. The governing bodies agree to refund the security deposit within three (3) months after the contract expires, provided, the contractor leaves the premises clean and in good order, normal wear and tear accepted. Any cost of clean-up and repair or damage is to be deducted from the security deposit.

RESOLUTION NUMBER _____

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

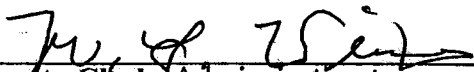
Construction of a 6 @ 34' precast relief bridge on Browville Pike Road @ Sipsey River. BIN 012280. Length - 0.038 miles. Proj #BRZ-6300(218), TCP 63-96-99. CPMS Ref #100041913;

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 September,
20 08.

ATTESTED:



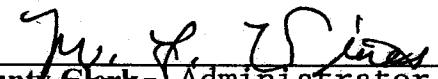
County Clerk-Administrator



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 September, 2008, 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 September, 2008.



County Clerk-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.

EX 9-3

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.

10. **Use of Premises:** The premises during the contract term shall be used and occupied solely for the purpose stated in the contract and the contractor shall not use or permit the same to be used for any other purpose or purposes without the prior written consent of the Animal Shelter Advisory Committee.
11. **Damage or Loss of Property:** The governing bodies shall not be liable for any loss of any property of the contractor from said premises or for any damage to any property of contractor.

D. The Contractor agrees to act under this agreement as an independent contractor for the governing bodies and to perform all of the administrative duties relating to the operation of the animal shelter. Neither the governing bodies nor its officers, agents or employees shall be liable for damages, claims, actions or causes of actions, brought against the Contractor or for activities of the Contractor. Contractor agrees to hold harmless, defend and indemnify the governing bodies, their officers, agents, and employees from any claims, actions or causes of actions brought against the Contractor or for activities of the Contractor.

E. The Contractor agrees to comply with the following guidelines for holding and releasing animals:

1. All animals will be held for a minimum of seven (7) consecutive calendar days unless the animal is diseased, severely injured, a "Gift Animal", or vicious. "Vicious" defined as: an animal who is so aggressive that the animal cannot be confined safely at the Shelter. "Gift Animals", defined as: Animals brought to the Shelter by an owner, will not be required to be held for seven (7) consecutive calendar days. It will be the discretion of the Shelter whether to keep the animal and place it for adoption or euthanize the animal. An animal that is brought to the Shelter by someone other than the owner is not considered a "Gift Animal". Owners bringing animals to the Shelter must produce a picture ID to verify their name and address.
2. The Shelter shall scan all animals for electronic identification devices and use tag information to contact owners. When an owner has been contacted, the owner will have up to five days to redeem the animal from the Shelter. If the owner does not redeem the animal after five (5) consecutive calendar days, then the Shelter may place the animal for adoption or euthanize the animal. The Shelter shall document attempts to contact owners. Attempts to contact owners shall include: phone calls, recorded messages, e-mail, and postcards to the last known address.

F. The Contractor represents and warrants that during the term of this agreement, it is authorized by law to receive funding from the governing bodies and

such funding will not be in violation of Article IV, Section 94 or amendments thereto of the Constitution of Alabama, 1901, or other constitutional or statutory provisions.

G. The Contractor further warrants that funding from the governing bodies will only be used to perform acts which the governing bodies are otherwise authorized to perform or to fund.

H. The Contractor hereby covenants and agrees that in performing its responsibilities and obligations hereunder, the Contractor nor its agents or employees will not, on the grounds of race, color, sex, religion, national origin, or handicap, discriminate or permit discrimination, against any person or group of persons, in any manner. The Contractor agrees to comply with the Americans with Disabilities Act and further agrees to comply with all applicable laws and ordinances of the City of Tuscaloosa, City of Northport and Tuscaloosa County, and the laws of the State of Alabama, including all Health Department regulations.

I. As an independent contractor, the Contractor hereby covenants with the governing bodies that it will indemnify, defend and hold the governing bodies, their officers, agents and employees harmless for and on account of any claims, suits or judgments arising out of this agreement.

J. The Contractor agrees to and shall at all times carry a minimum of One Million Dollars general liability insurance listing the City of Tuscaloosa, the City of Northport and Tuscaloosa County, Alabama, its officers, agents and employees as additional insureds thereon and furnishing a copy of the Certificate of Insurance to such effect to the governing bodies and to immediately notify the governing bodies of any changes in or modifications to or cancellation of said policy.

K. The Contractor agrees to comply with all laws and regulations pertaining to rabies and pay for all costs associated thereto. The Contractor shall furnish copies of all relevant correspondence to animal control officers who shall then handle all follow-up correspondence with affected citizens.

L. The Contractor will provide receiving services for animals brought by animal control officers on a 24 hours a day, 7 days a week basis, and will provide receiving services for animals brought by citizens of the governing bodies during normal business hours, Monday through Friday, 8 a.m. until 6 p.m. and Saturday, 8 a.m. until 12:00 noon. The Shelter may close for Tuscaloosa municipal holidays and Wednesday after 12:00 noon for staff meeting and maintenance as needed. The Contractor will furnish and maintain an adequate number of cages to provide for the safe storage of animals brought to the shelter by animal control officers after normal business hours and will provide an employee to periodically check on the safety and health of the animals.

M. The Contractor shall, at the request of the governing bodies, throw open and provide, at a time and place designated by the governing bodies, all books, records, statements and other documents as needed and requested by the governing bodies to demonstrate that services by the Contractor within the City of Tuscaloosa, City of Northport, and Tuscaloosa County, at least equal if not exceed the funding from the respective governing body. Should the City of Tuscaloosa, the City of Northport and/or Tuscaloosa County determine that at any time the Contractor is not providing services at least equal to the pro rata funding provided herein, then the City of Tuscaloosa, the City of Northport and/or Tuscaloosa County may terminate this agreement or renegotiate a supplemental funding formula.

N. Upon termination, the Contractor may be required to refund any funds deemed by the governing bodies to have been expended by the Contractor for purposes not provided for by said contract.

O. Either the City of Tuscaloosa, City of Northport, Tuscaloosa County, or the Contractor may, upon written notice to the other, cancel or rescind this contract, if a material breach is not cured within sixty (60) consecutive calendar days of written notice of the material breach. However, the governing bodies may terminate this contract without notice for public health, safety and welfare or for some other legitimate and lawful reasons. All obligations under the terms of this contract shall cease upon the date of termination of this contract.

P. In consideration of the above covenants, the governing bodies agree to pay as monthly compensation to the Contractor the sum of \$ 37,666.00 (40% by the City of Tuscaloosa or \$ 15,066.40, 10% by the City of Northport or \$ 3,766.60, and 50% by Tuscaloosa County or \$ 18,833.00), on or before the tenth day of each month.

COLA Adjustment. The monthly compensation shall automatically increase on September 27, 2009 and September 27, 2010 in an amount equal to the annualized consumer price index (CPI) using the south urban CPI from the U. S. Department of Labor released in July of 2009 and 2010.

It is further agreed and understood between the parties that each year of the contract the contractor at the end of its fiscal year (June 30) shall return all profit as shown on its profit and loss statement in excess of \$10,000 to the governing bodies to be placed in an animal shelter maintenance account to be maintained by the City of Tuscaloosa for maintenance, repairs and improvements at the shelter.

Q. The term of this agreement shall commence on September 27th, 2008 and shall continue for a period of three (3) years or until terminated as provided herein.

The contract shall be reviewed by the governing bodies for contract compliance in October of each year of the contract. The governing bodies by resolution may give

ninety (90) consecutive calendar days notice to quit upon completion of the contract review if not satisfied with contract compliance and/or contract performance. Notice by the governing bodies to quit must be given within thirty (30) consecutive calendar days of the completion of the contract review, but not later than November 15th of the same year as the contract review.

R. In the event the Contractor fails to commence the work and services in all respects within the consecutive calendar days as set forth herein, liquidated damages shall be paid to the governing bodies at a rate of \$500.00 per day until the work and services are commenced in all respects. Additionally, actual damages shall be paid to the governing bodies for any monies paid by the governing bodies for alternate services until contract commencement is achieved. Liquidated and actual damages for failing to meet commencement of services date shall be cumulative. The governing bodies shall not waive any other rights by collecting such liquidated damages and actual damages or waiving the same. The amounts of such liquidated damages and actual damages incurred by reason of failure to commence the work and services stipulated herein are hereby agreed upon as reasonable estimates of the costs which may be accrued by the governing bodies. It is expressly understood and agreed that these amounts are not to be considered in the nature of penalties, but as damages which have accrued against the Contractor. The governing bodies shall have the right to deduct such damages from any amount due, or that may become due the Contractor, or the amount of such damages shall be due and collectible from the contractor or surety.

S. It is expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition, or provision herein contained, shall not affect other remaining and valid covenants or conditions herein. There shall be no third party beneficiaries to this agreement.

MISCELLANEOUS:

Capacity: Each party to this agreement represents and warrants to the other as follows:

1. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.
2. That each has full power and capacity to enter into this agreement, to perform and to conclude the same including the capacity, to the extent applicable, to grant, convey and/or transfer; areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.
3. That to the extent required, each party has obtained the necessary approval of its governing body or board and a resolution or other binding act has been duly

and properly enacted by such governing body or board authorizing this agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the party.

4. That each party has duly authorized and empowered a representative to execute this agreement on their respective behalf and the execution of this agreement by such representative fully and completely binds the party to the terms and conditions hereof.
5. That absent fraud, the execution of this agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other party shall be entitled to rely upon the same. To the extent a party is a partnership, limited liability company or joint venture, the execution of this agreement by any member thereof shall bind the party and to the extent that the execution of agreement is limited to a manager, managing partner or specific member then the person so executing this agreement is duly authorized to act in such capacity for the party.
6. That each party represents and warrants to the other that there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this agreement.
7. That each party has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this agreement.
8. Under the provisions of the Constitution and laws of the State of Alabama, each party has the power to consummate the transactions contemplated by this agreement.
9. Each party represents and warrants that the execution and delivery of this agreement and the consummation of the transactions contemplated herein will not conflict with, be in violation of, or constitute (upon notice or lapse of time, or both) a default under the laws of the State of Alabama, any resolution, agreement, or other contract agreement, or instrument to which a party is subject, or any resolution, order, rule, regulation, writ, injunction, decree or judgment of any governmental authority or court having jurisdiction over the party.
10. This agreement constitutes the legal, valid and binding obligation of each party and is enforceable against each party in accordance with its terms, except in so far as the enforceability thereof may be limited by:
 - (a) Bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights
 - (b) General principles of equity, regardless of whether such enforceability is considered as a proceeding at equity or at law.

11. Neither party will enter into any agreement to do anything prohibited in this agreement or enter into any agreement or take any action which would in any way impair the ability of the other party to faithfully and fully perform its obligations hereunder.
12. Under the provisions of the Constitution and laws of the State of Alabama, each party has the power to consummate the transactions contemplated by this agreement.

Waiver: Non enforcement of any provision of this Agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the Agreement.

Prohibition on Assignment and Delegation: No party to this Agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

Third Party Beneficiaries: It is the intent of the parties hereto that there shall be no third party beneficiaries to this agreement.

Final Integration: This Agreement, together with any amendments, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. All written or oral understandings and agreements heretofore had between and among the parties are merged into this Agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.

Force Majeure: Neither party to this Agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

Amendment in Writing: This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

Binding Effect: This agreement shall bind the parties and their respective personal representatives, heirs, next of kin, legatees, distributees, successors, and assigns.

Captions: The captions of this Agreement are for convenience and reference only, are not a part of this Agreement, and in no way define, describe, extend, or limit the scope or intent of this Agreement.

Construction: This Agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

Mandatory and Permissive: "Shall", "will", and "agrees" are mandatory; "may" is permissive.

Governing Laws: The laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this Agreement.

Liability of the City , County or Northport Officials. Notwithstanding any provision hereof to the contrary, the parties agree and acknowledge that the liability and obligations of the City of Tuscaloosa or City of Northport or Tuscaloosa County, their officials or employees as set forth herein are subject to the limitations imposed on municipalities by the Constitution and laws of the State of Alabama. No present or future official, officer or employee of the City or County or Northport shall ever be personally liable for the performance of any obligations hereunder.

Non Discrimination: The Contractor agrees that in performing the work and services as required herein under this agreement, not to discriminate against any person on the basis of race color, religion, sex, age or disability. (The Contractor shall fully comply with the Americans with Disabilities Act, the Fair Labor Standards Act and all other applicable laws and regulations).

Fines and Penalties: The Contractor shall be solely liable for any and all fines or penalties which may be levied by any governmental authority against the Owner and/or Contractor which are related to the Contractor's operations. The Owner shall deduct the amount of the levied fine or penalty from the Contract amount.

Agreement Date/Counterparts: The date of this Agreement is intended as and for a date for the convenient identification of this Agreement and is not intended to indicate that this Agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

Use of Words and Phrases. The following words and phrases, where used in this document, shall be given the following and respective interpretations: "Herein," "hereby," "hereunder," "hereof," and other equivalent words refer to this document as an entirety and not solely to the particular portion hereof in which any such word is used.

The definitions set forth in any portion of this Agreement unless the text or context indicates differently shall be deemed applicable whether the words defined are herein used in the singular or the plural. Wherever used herein any pronoun or pronouns shall be deemed to include both singular and plural and to cover all genders.

Severability. Each provision of this agreement shall be considered to be severable and, if for any reason, any such provision or any part thereof, is determined to be invalid and contrary to any existing or future applicable law, such invalidity shall not impair the operation of or affect those portions of this agreement that are valid, but this agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part thereof had been omitted.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and date first set forth above.

BY: Judy Hill, President
Contractor/Party of the First Part

TUSCALOOSA COUNTY, A POLITICAL
SUBDIVISION IN THE STATE OF ALABAMA/
Party of the Second Part

ATTEST:
J. G. Wilson
City Clerk

BY: W. Hardy McCollum
W. Hardy McCollum, Chairman
Tuscaloosa County Commission

CITY OF NORTHPORT, A MUNICIPAL
CORPORATION/Party of the Second Part

ATTEST:
Rosemary J. Nichol
City Administrator

BY: Harvey Fretwell
Harvey Fretwell, Mayor

CITY OF TUSCALOOSA, A MUNICIPAL
CORPORATION/Party of the Second Part

ATTEST:
Nancy B. Bloom
City Clerk

BY: Harrison Taylor
Harrison Taylor, President Pro-Tem

EX 9-5

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Judy Hill, whose name as Contractor, Metro Animal Shelter, Inc. is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, she, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 29th day of ~~September~~ ^{August 4th}, 2008.

Vickie Gilliland
Notary Public.

My Commission Expires: 3/21/11

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that W. Hardy McCollum, whose name as Chairman, Tuscaloosa County Commission, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 25th day of September, 2008.

Ruby G. Perinquin
Notary Public.

My Commission Expires: _____ MY COMMISSION EXPIRES SEPT 11, 2012

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Harvey Fretwell, whose name as Mayor of the City of Northport, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 23 day of September 2008.

Wendyn Rinner
Notary Public.

My Commission Expires November 8, 2009

My Commission Expires: _____

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Harrison Taylor, whose name as President Pro-Tem of the City of Tuscaloosa, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 27th day of August 2008.

Melinda L Causey
Notary Public.

My Commission Expires: May 14, 2012

notice is hereby waived of any such change, extension of time, alternative of or addition to the terms of the agreement or contract or to the work or to the specifications.

IN WITNESS WHEREOF, the said Contractor has hereunder affixed its signature and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers on the ____ day of _____, 20____.

Principal

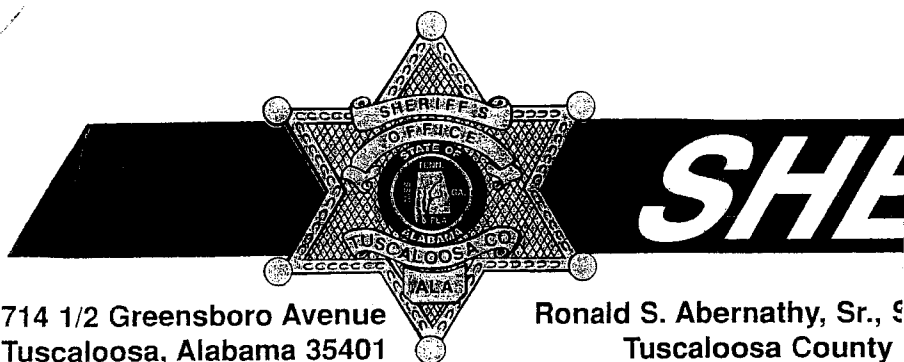
By: _____
Its: _____

Surety

ATTEST:

By _____
Its: _____

EX 9-5



714 1/2 Greensboro Avenue
Tuscaloosa, Alabama 35401

Ronald S. Abernathy, Sr., Sheriff
Tuscaloosa County



BRIAN SANDERS
MANAGER

10 MINUTE OIL CHANGE
TRANSMISSION SERVICE
BRAKES
C.V. AXLES
AIR CONDITIONING
SHOCKS & STRUTS

604 EAST 15TH STREET • TUSCALOOSA, AL 35401
FOR PICK UPS CALL 345-2280

Request for proposal
Oil Changes
Inclusive of related products and service

One or More

Specification for bid;

Oil Change
Up to 6 quarts of motor oil which
Meets or exceeds the manufactures specifications

\$ 21.95

Additional Oil

\$ 3.75

Air Filter

\$ 13.00

The following is including with the above:

- Check Anti-Freeze Coolant
- Check and Fill washer fluid levels
- Check Battery and terminal connections
- Check and Fill Brake Fluid
- Check and Fill Power Steering Fluid
- Check and Fill Transmission Fluid
- Check and Fill Differential
- Check and notate if Air Filter needs replacement
- Check and notate if belts and hoses need to be replaced

Bid must include service delivery in Tuscaloosa County, Alabama

Currently the Sheriffs Office has over 100 vehicles currently in its fleet

Express oil Change - 15th St.
Firm or Business

EX 9-6



SHERIFF

714 1/2 Greensboro Avenue
Tuscaloosa, Alabama 35401

Ronald S. Abernathy, Sr., Sheriff
Tuscaloosa County

Phone: (205) 752-0616
Fax: (205) 752-6985

Request for proposal
Oil Changes
Inclusive of related products and service

One or More

Specification for bid;

Oil Change *6ats* \$ 27.35
Up to 6 quarts of motor oil which
Meets or exceeds the manufactures specifications

Additional Oil \$ 2.60 each

Air Filter \$ 25.06

The following is including with the above:

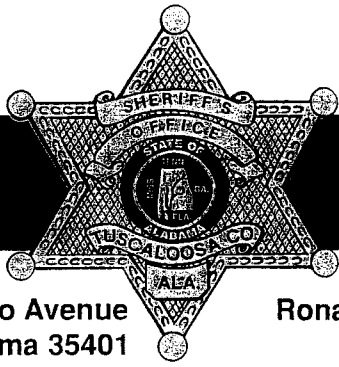
- Check Anti-Freeze Coolant
- Check and Fill washer fluid levels
- Check Battery and terminal connections
- Check and Fill Brake Fluid
- Check and Fill Power Steering Fluid
- Check and Fill Transmission Fluid
- Check and Fill Differential
- Check and notate if Air Filter needs replacement
- Check and notate if belts and hoses need to be replaced

Bid must include service delivery in Tuscaloosa County, Alabama

Currently the Sheriffs Office has over 100 vehicles currently in its fleet

Townsend Ford
Firm or Business

EX 9-6



SHERIFF

714 1/2 Greensboro Avenue
Tuscaloosa, Alabama 35401

Ronald S. Abernathy, Sr., Sheriff
Tuscaloosa County

Phone: (205) 752-0616
Fax: (205) 752-6985

Request for proposal
Oil Changes
Inclusive of related products and service

One or More

Specification for bid;

Oil Change \$ 31.95
Up to 6 quarts of motor oil which
Meets or exceeds the manufactures specifications

Additional Oil \$ 3.00 PER QUART

Air Filter \$ BETWEEN *9.95 - *19.95

The following is including with the above:

- Check Anti-Freeze Coolant
- Check and Fill washer fluid levels
- Check Battery and terminal connections
- Check and Fill Brake Fluid
- Check and Fill Power Steering Fluid
- Check and Fill Transmission Fluid
- Check and Fill Differential
- Check and notate if Air Filter needs replacement
- Check and notate if belts and hoses need to be replaced

Bid must include service delivery in Tuscaloosa County, Alabama

Currently the Sheriffs Office has over 100 vehicles currently in its fleet

PROVIDER OF LUBE
Firm or Business

EX 9-6



714 1/2 Greensboro Avenue
Tuscaloosa, Alabama 35401

Ronald S. Abernathy, Sr., Sheriff
Tuscaloosa County

Phone: (205) 752-0616
Fax: (205) 752-6985

Request for proposal
Transmission Service Bid
Inclusive of related products and service

One or More

Specification for bid;

Transmission Service

Requires at a minimum the filter and pan gasket replaced
And the fluid level brought back up to normal with new fluid
which Meets or exceeds the manufactures specifications

\$ 44.95

The following is including with the above:

- Check Transmission Lines and seals
- Check Electronic connections

Bid must include service delivery in Tuscaloosa County, Alabama

Currently the Sheriffs Office has over 100 vehicles currently in its fleet

Express oil change - 15th St.
Firm or Business

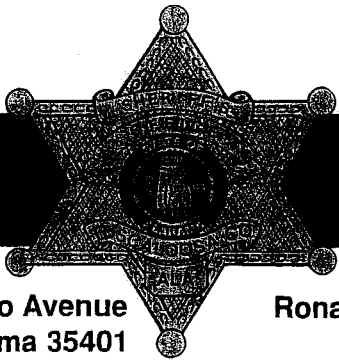


BRIAN SANDERS
MANAGER

10 MINUTE OIL CHANGE
TRANSMISSION SERVICE
BRAKES
C.V. AXLES
AIR CONDITIONING
SHOCKS & STRUTS

604 EAST 15TH STREET • TUSCALOOSA, AL 35401
FOR PICK UPS CALL 345-2280

EX 9-6



SHERIFF

714 1/2 Greensboro Avenue
Tuscaloosa, Alabama 35401

Ronald S. Abernathy, Sr., Sheriff
Tuscaloosa County

Phone: (205) 752-0616
Fax: (205) 752-6985

Request for proposal
Transmission Service Bid
Inclusive of related products and service

One or More

Specification for bid;

Transmission Service

\$ 59.95 PER VEHICLE

Requires at a minimum the filter and pan gasket replaced
And the fluid level brought back up to normal with new fluid
which Meets or exceeds the manufactures specifications

The following is including with the above:

- Check Transmission Lines and seals
- Check Electronic connections

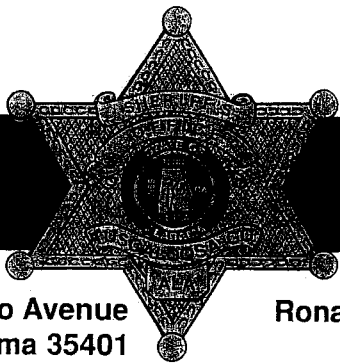
Bid must include service delivery in Tuscaloosa County, Alabama

Currently the Sheriffs Office has over 100 vehicles currently in its fleet

PROWASH & LUBE

Firm or Business

EX 9-6



SHERIFF

714 1/2 Greensboro Avenue
Tuscaloosa, Alabama 35401

Ronald S. Abernathy, Sr., Sheriff
Tuscaloosa County

Phone: (205) 752-0616
Fax: (205) 752-6985

Request for proposal
Transmission Service Bid
Inclusive of related products and service

One or More

Specification for bid;

Transmission Service

Requires at a minimum the filter and pan gasket replaced
And the fluid level brought back up to normal with new fluid
which Meets or exceeds the manufactures specifications

\$ 110.00

The following is including with the above:

- Check Transmission Lines and seals
- Check Electronic connections

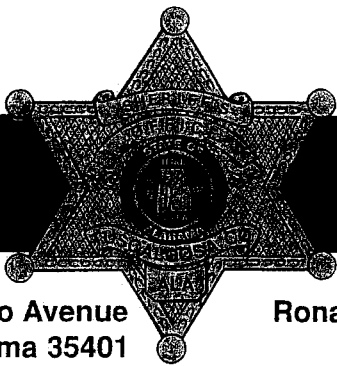
Bid must include service delivery in Tuscaloosa County, Alabama

Currently the Sheriffs Office has over 100 vehicles currently in its fleet

Rick's Quality Transmissions Inc.

Firm or Business

EX 9-6



SHERIFF

714 1/2 Greensboro Avenue
Tuscaloosa, Alabama 35401

Ronald S. Abernathy, Sr., Sheriff
Tuscaloosa County

Phone: (205) 752-0616
Fax: (205) 752-6985

Request for proposal
Transmission Service Bid
Inclusive of related products and service

One or More

Specification for bid;

Transmission Service

Requires at a minimum the filter and pan gasket replaced
And the fluid level brought back up to normal with new fluid
which Meets or exceeds the manufactures specifications

\$ 126.06

The following is including with the above:

- Check Transmission Lines and seals
- Check Electronic connections

Bid must include service delivery in Tuscaloosa County, Alabama

Currently the Sheriffs Office has over 100 vehicles currently in its fleet

Townsend Ford

Firm or Business

EX 9-6

RESOLUTION WITH RESPECT TO CERTAIN BORROWING

WHEREAS, we are all the members of the County Commission (the "Commission") of Tuscaloosa County, Alabama (the "County"), a body corporate and political subdivision of the State of Alabama; and

WHEREAS, the Commission has determined it to be in the best interests of the County and the County's citizens to borrow certain funds, for the purpose of enabling the Tuscaloosa County Parks and Recreation Authority ("PARA") to purchase approximately 250 acres of land on Hurricane Creek, including the section commonly known as the "M Bend" section (the "Hurricane Creek Property"); and

WHEREAS, the Commission believes it to be in the best interests of the County to borrow such funds on the best terms and at the best rates available; and

WHEREAS, the Commission finds that the best terms and the lowest rates applicable to such borrowing are available to debts of the County that meet the definition of a "Qualified Tax-Exempt Obligation" under Section 265(b)(3)(B) of the Internal Revenue Code of 1986 (the "Tax Code"), as amended (such debts, "Bank Qualified" debts); and

WHEREAS, the Commission finds that Section 265(b)(3)(B)(III) of the Tax Code requires that the Commission designate such debt as being Bank Qualified;

NOW, THEREFORE, we, the members of the Commission, are hereby,

RESOLVED, that any money or moneys borrowed from any bank or other financial institution for purposes of enabling PARA to purchase the Hurricane Creek Property is hereby designated by the Commission as a Qualified Tax-Exempt Obligation or Obligations, as the case may be, as required by Section 265(b)(3)(B)(III) of the Tax Code;

RESOLVED, FURTHER, that the appropriate officers and employees of the County are hereby authorized, empowered and directed to execute, in the name and as the act of the County, any further or other document or instrument as may be necessary or helpful to effectuate the intent of the Commission as described hereinabove.

[Signatures appear on the following page]

EX 9-7

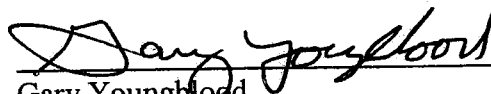
DONE, this 17th day of September, 2008.



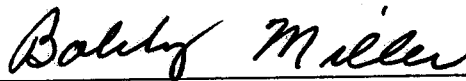
W. Hardy McCollum
Judge of Probate and Chairman,
Tuscaloosa County Commission



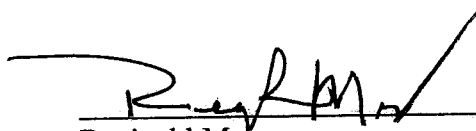
Don Wallace
Tuscaloosa County Commissioner
District I



Gary Youngblood
Tuscaloosa County Commissioner
District II



Bobby Miller
Tuscaloosa County Commissioner
District III



Reginald Murray
Tuscaloosa County Commissioner
District IV

EX 9-7



Bill Lamb

CARROLL'S CREEK WATER AUTHORITY
BOONE CREEK WATER MAIN RELOCATION
PROBABLE PROJECT COST 9/2/08

	<u>Projected Cost</u>
Construction Cost	
Ryan Shirley, Inc. (see attached)	\$ 49,416.60
Contingency (10%)	<u>4,883.40</u>
Sub-Total Construction	\$ 54,300.00 ✓
Engineering Design and Construction Phase Services	
Engineering Design	\$ 5,400.00
Resident Observation (estimated hourly)	2,400.00
Easement Surveys and Negotiations	N/A
Construction Contract Management	<u>500.00</u>
Sub-Total Engineering Services	\$ 8,300.00
Total Probable Project Cost	\$ 62,600.00

EX 9-8

July 29, 2008

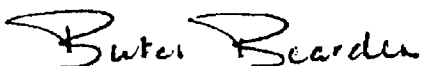
Tuscaloosa County Commission
Tuscaloosa, AL

Re: Lakeview Fire Protection Districts
Station # 2

Lakeview Fire Protection Districts has plans to begin construction on Station #2 located at Central Park Drive and is requesting help from the commission with the concrete needed for the building.

Your help with this request would be greatly appreciated.

Sincerely,



Butch Bearden, Board Member
Lakeview Fire Protection Districts
21289 Phyllis Drive
Lake View, AL 35111
(205) 477-6341

EX 9-9.

**Tuscaloosa County, Alabama
County Commission**

Melvin L. Vines, Jr.
County Administrator

September 17, 2008

714 Greensboro Avenue
Tuscaloosa, Alabama 35401

Be it resolved by the Tuscaloosa County Commission that the Tuscaloosa County Commission Elects to come under the provisions of Section 2 of Act 555 of the First Special Session of the 2008 Legislature.

The Tuscaloosa County Commission agrees to provide all funds necessary to the Employee's Retirement System to cover the cost of the one-time lump sum payment as provided for by said Act for those eligible employees retired from the Tuscaloosa County Commission with the aforementioned increase being paid on or about December 15, 2008.

I, Melvin L. Vines, County Administrator, Tuscaloosa County Commission, hereby certify that the foregoing is a true and correct copy of the Resolution passed on September 17, 2008.


Melvin L. Vines

County Administrator

EX 9-10

CYNTHIA LEE ALMOND, LLC
ATTORNEY AT LAW

2600 6TH STREET
TUSCALOOSA, AL 35401

205-345-8643
CYNTHIAALMOND@BELLSOUTH.NET

September 12, 2008

HAND DELIVER

Mr. Bobby Miller
Tuscaloosa County Commission
704 Greensboro Ave
Tuscaloosa, AL 35401

Dear Bobby:

As we discussed, enclosed is a copy of Gordon Rosen's letter to me setting forth the Elliott's offer to settle for \$125,000 as payment for 2.37 acres of their property for the Patriot Parkway extension. In addition to the payment of \$125,000, we have agreed to the following conditions:

a. Provide to Mr. and Mrs. Elliott reasonable all weather access from the closest public road to their home. Upon completion of the extension project, grade the surface of the Elliott property disturbed by the road construction and replace the grass.

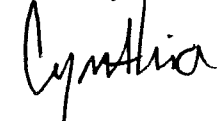
b. Where that portion of the Elliott driveway proceeds in a northerly direction from the proposed Patriot Parkway extension, design and provide an appropriate turnout onto the driveway and repave any portion of the driveway which is disturbed.

We do not agree to replace the 32 trees which will be disturbed by the project, but we did agree to also replace any fence which we disturb.

You have asked me to place this item on the next commission agenda for discussion. I called Linda Sellers and that is done.

Please let me know if you have any questions or if I should send this letter to any additional commissioners.

Sincerely,



Cynthia Lee Almond

CLA/ke

c: Mr. Robert Spence
Mr. Barry Mullins

EX 9.11