

TUSCALOOSA COUNTY COMMISSION
MEETING
May 6, 2009

TUSCALOOSA COUNTY §
STATE OF ALABAMA §

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

Don Wallace
Gary Youngblood
Bobby Miller
Reginald Murray

Probate Judge W. Hardy McCollum presented a twenty-five year service pin to Sue Bracknell, Staff Accountant, and thanked her for her dedicated service to Tuscaloosa County.

Commissioner Gary Youngblood moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to authorize payment of \$1,000.00 to Burk-Kleinpeter, Inc. for design work on the Eastern Valley Road Bridge Replacement Project.

Exhibit 5-1, Page 326

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to authorize payment of \$25,000.00 to Burk-Kleinpeter, Inc. for design work on the Patriot Parkway Extension Project.

Exhibit 5-2, Page 327

Commissioner Gary Youngblood moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to authorize

payment of \$295,852.25 to CFM Group, LLC for floodplain mapping services.

Exhibit 5-3, Page 328

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to award the bid to purchase two wheel loaders, with the allowance of a trade-in of two used wheel loaders, to Warrior Tractor & Equipment Co., Inc. The bids were opened April 22, 2009.

Exhibit 5-4, Page 329

Commissioner Don Wallace moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to award the bid to purchase a cab and chassis truck (lowboy tractor), with the allowance of a trade-in of a used lowboy truck, to Warrior Tractor & Equipment Co., Inc. The net cost of the truck will be \$107,957.00. The bids were opened April 22, 2009.

Commissioner Don Wallace moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to rescind the above action to award the bid for a cab and chassis truck in order for the Engineering Department to provide more information on the used truck to the Commission.

Commissioner Reginald Murray moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to authorize the Engineering Department to purchase trucks for the Bridge Crew from Southland International Trucks, Inc. off the state bid list.

Commissioner Gary Youngblood moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to award the bid for reinforcing steel to the low bidder meeting specifications. The bidding firms were as follows:

Gerdau Ameristeel
O'Ferrell Rebar, Inc.

Exhibit 5-5, Pages 330-331

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

the \$418,934.00 Hillcrest High School Sidewalk/Safety Project. The maximum Department of Transportation grant amount is \$379,350.50. Depending on the funding formula, the county may be required to pay 20% of the grant amount in addition to the engineering cost of \$39,584.00.

Commissioner Bobby Miller moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to enter into a contract with Sentell Engineering, Inc. in the amount of \$39,584.00 for the design and engineering for the Hillcrest High School Sidewalk/Safety Project.

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to enter into an agreement with the U.S. Corps of Engineers, whereby the Tuscaloosa County Sheriff's Office will provide increased law enforcement services for Corps of Engineers operated and maintained areas on Oliver and Holt Lakes in Tuscaloosa County during the summer months.

Exhibit 5-6, Pages 332-339

Commissioner Bobby Miller moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to enter into an agreement with West Alabama Traffic Safety Program, whereby the County Commission will receive a traffic enforcement grant in the amount of \$1,200.00.

Exhibit 5-7, Pages 340-349

Commissioner Don Wallace moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize Tuscaloosa County Parks and Recreation Authority to proceed with the design and bidding of an activity center at Faucett Brothers Park in Northport, Alabama. The bids will be brought to the Commission for approval.

Commissioner Gary Youngblood moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to grant the request by S.T. Bunn Construction Co., Inc. to waive the liquidated damages on the Milldale Road Revitalization/Resurfacing Project. The company had gone over the time allowed in the contract on said project.

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to waive the right-of-way requirement on Falcon Drive and to use the existing

forty foot right-of-way to pave said road.

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to waive the right-of-way requirement and to allow a minimum forty foot right-of-way to be used on the following: Hahn Drive, Beck Drive, and Forest Drive.

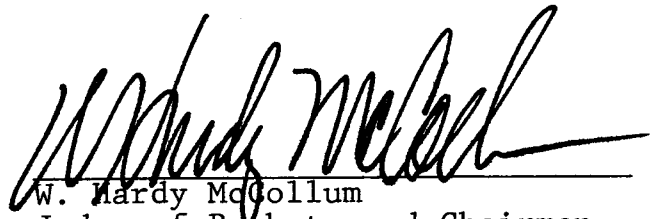
Commissioner Bobby Miller moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to adopt a resolution accepting the streets in Mallard Creek Section 5 for maintenance by Tuscaloosa County.

Exhibit 5-8, Page 350

Probate Judge W. Hardy McCollum presented a proclamation to Maxie Thomas proclaiming May, 2009, to be MOTORCYCLE SAFETY AWARENESS MONTH.

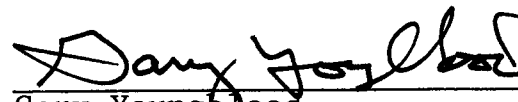
Exhibit 5-9, Page 351

There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Tuesday, May 19, 2009.

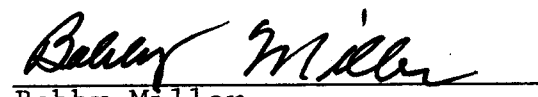


W. Hardy McCollum
Judge of Probate and Chairman
Tuscaloosa County Commission

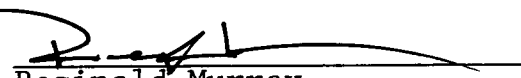
Don Wallace
Commissioner - District I



Gary Youngblood
Commissioner - District II



Bobby Miller
Commissioner - District III



Reginald Murray
Commissioner - District IV

CHAIRMAN OF THE BOARD
WM. R. "BIFF" BURK, III, PE

ASSOCIATE
BRUCE HIGGINBOTHAM, PE

WILLIAM R. BURK, JR., 1912-1986

BURK-KLEINPETER, INC.
ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS

600 LURLEEN WALLACE BOULEVARD, SUITE 180
TUSCALOOSA, AL 35401
TELEPHONE (205) 759-3221 FAX (205) 759-9166
WWW.BKIUSA.COM

PRESIDENT
GEORGE C. KLEINPETER, JR., PE

VICE PRESIDENT
O. JEFFREY WOOD, PE



OVER 95 YEARS OF SERVICE

March 31, 2009

Bobby Hagler
Tuscaloosa County Engineer
2810 35th Street
Tuscaloosa, Alabama 35401

Attn: Tom Fancher

Re: Eastern Valley Road Bridge
Invoice #6
BKI Job No. 3282-01

For professional services rendered on the referenced project through the month of March 2009.

PAYMENT REQUEST NO. 6

MAX FEE \$ 42,980.00

	<u>TOTAL AMOUNT</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>CURRENT AMOUNT DUE</u>
DESIGN	\$ 42,980.00	85%	\$ 36,481.00	\$ 1,000.00
TOTALS:			\$ 36,481.00	\$ 1,000.00
LESS PREVIOUSLY INVOICED:			<u>(35,481.00)</u>	
AMOUNT DUE THIS INVOICE:			\$ 1,000.00	

BKI Invoice: 46301
jc

*OK
Thomas Fancher
5.4.09*

CHAIRMAN OF THE BOARD
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ASSOCIATE
BRUCE HIGGINBOTHAM, PE

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O. JEFFREY WOOD, PE



OVER 95 YEARS OF SERVICE

March 31, 2009

Mr. Bobby Hagler
Tuscaloosa County Engineering Office
2810 35th Street
Tuscaloosa, Alabama 35401

Re: Patriot Parkway Extension
Invoice #13
BKI Job No. 3196

For professional services rendered on the referenced project through the month of March 2009.

PAYMENT REQUEST NO. 13

MAX FEE \$ 206,500.00

	<u>TOTAL AMOUNT</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>CURRENT AMOUNT DUE</u>
DESIGN SERVICES	\$ 142,480.00	100%	\$142,480.00	\$ -
SURVEY	\$ 64,020.00	100%	63,624.00	-
TOTALS:			\$206,104.00	\$ -

ADDITIONAL SERVICES:	<u>TOTAL AMOUNT</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>CURRENT AMOUNT DUE</u>
DESIGN:				
DESIGN	\$ 69,500.00	45%	\$31,100.00	\$ 25,000.00
SURVEY	\$ 40,315.00	0%	\$ -	\$ -
GEOTECHNICAL	\$ 42,350.00	0%	\$ -	\$ -
CONSTRUCTION ENGINEERING & INSPECTION:				
INSPECTION	\$ 153,000.00	0%	\$ -	\$ -
SURVEY	\$ 27,500.00	0%	\$ -	\$ -
ADMINISTRATION	\$ 15,500.00	0%	\$ -	\$ -
TESTING	\$ 55,000.00	0%	\$ -	\$ -
		TOTAL	\$31,100.00	\$ 25,000.00
TOTALS:			\$237,204.00	

LESS PREVIOUSLY INVOICED: (212,204.00)

BKI Invoice: 46299
jc

AMOUNT DUE THIS INVOICE: \$ 25,000.00

received
4-21-09

EX 5-2

CFM Group LLC

Invoice

2135 University Blvd
Suite A
Tuscaloosa, AL 35401

Invoice Date:	Invoice #:
4/29/2009	3047

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

Project Name:
FEMA Study of the Black Warrior River Tuscaloosa, Alabama

P.O. Number:	Due Date:	Rep	Account #	Job No:
	4/29/2009	RAD		2008157 Flood Ma...

Description	Hours/Qty	Rate	Amount
FEMA Study of the Black Warrior River, Tuscaloosa, Alabama			
Task 2: Simple Hydrologic Analysis of 5,010.69 square miles Simple Hydrologic Analysis = \$100,213.79 Simple Hydrologic Analysis performed @ 85% complete to date, April 29, 2009		85,181.71	85,181.71
Task 8: Hydraulic Analysis of 24.78 miles Hydraulic Analysis = \$247,847.69 Hydraulic Analysis @ 85% complete to date, April 29, 2009		210,670.54	210,670.54
Task 10: Presentation Presentation = \$1,560.00 per stream Presentation @ 0% complete to date, April 29, 2009			
Task 11: FEMA Submission FEMA Submission = \$3,500.00 per stream FEMA Submission @ 0% complete to date, April 29, 2009			

*CFM HAS COMPLETED
THIS % OF STUDY
of Thomas Fancher
5-1-09*

Please include the job number and invoice number with payment. If you have questions, please call Patty or Amy at (205) 752-4037. Thanks.	Total	\$295,852.25
	Payments/Credits	\$0.00
	Balance Due	\$295,852.25

received
4-30-09

EX 53

Wheel Loader Bids

	Tractor & Equipment Co., Inc.	Warrior Tractor & Equipment Co., Inc	Thompson Tractor Company, Inc.	Cowin Equipment	Ritchie Brothers	Ironman	Black Warrior Equipment	Southeast Auction	J. M. Wood Auction Company	DeanCo Auction
Base Bid	\$ 171,717.34	\$ 177,175.00	\$ 175,500.00							
Buyback Option (3yr)	\$ 84,116.00	\$ 89,000.00	\$ 78,000.00	\$ 40,000.00						
Net Cost		\$ 88,175.00	\$ 97,500.00	\$ 124,013.00						
Trade-in or Individual Bids For Used Wheel Loader										
644G	\$ 27,000.00	\$ 38,000.00	\$ 29,600.00	\$ 33,000.00	\$ 21,000.00	\$ 21,053.00	\$ 37,500.00	No Bid	\$ 20,925.00	\$ 23,715.00
644H	\$ 28,800.00	\$ 68,000.00	\$ 44,500.00	\$ 38,000.00	\$ 28,000.00	\$ 35,790.00	\$ 42,900.00	No Bid	\$ 41,585.00	\$ 37,482.00
	\$ 55,800.00	\$ 94,000.00	\$ 74,200.00	\$ 71,000.00	\$ 49,000.00	\$ 56,843.00	\$ 80,000.00		\$ 62,310.00	\$ 61,147.00

Total Net Cost \$ 31,801.34 \$ 23,300.00 \$ 53,013.00

Lowest Bid

Lowest Bid Including Buyback

Best Price For Used Machines

Best Overall Bid (Includes Buying New Machine, Considering Guaranteed Buyback, And Trading In Used Machines.)

Bobby Hagler

From: Mike Henderson
 Sent: Monday, May 04, 2009 12:01 PM
 To: Allan Springer, Bobby Hagler, Bobby Hayward
 Subject: Agenda Item - award of loader bid
 Attachments: Loader2009 (2).XLS

All

Bids were received for the supply of two wheel loaders. The bids have been evaluated and it has been determined that the low bidder meeting the specifications was submitted by Warrior Tractor. The base bid supplied was \$177,175 each with at guaranteed buy back in three years of \$89,000 each and a trade in value of \$94,000 total for the two used loaders.

It is recommended that the bid for the purchase of the two loaders be awarded to Warrior Tractor and Equipment Company.

EX 5-4

STEEL REINFORCING BID

BIDS TO BE OPENED MAY 6, 2009 AT 9:00 a.m.

Company: GERDAU AMERISTEEL

By: ED. BOONE

Address: 3500 27TH AVE. NORTH

BIRMINGHAM, AL. 35207

Phone: (205) 716-2304

Bid Price: \$ 38.50 CWT

Delivery Date: TWO WEEKS AFTER RECEIVING
PURCHASE ORDER (TERMS NET 30)

File:/users/mike/bridge/bids2009/rebar all components

EX 5-5

STEEL REINFORCING BID

BIDS TO BE OPENED MAY 6, 2009 AT 9:00 a.m.

Company: O'Ferrell Rebar, Inc.

By: Adam C. O'Ferrell

Address: 6362 U.S. Hwy. 80 East, P.O. Box 69

Hope Hull, AL. 36043

Phone: 334-288-1142

Bid Price: \$ 31.60 CWT

Delivery Date: As Required

File:/users/mike/bridge/bids2009/rebar all components

EX 5-5

APPENDIX H

FORMAT FOR AGREEMENT FOR LAW ENFORCEMENT SERVICES

COOPERATIVE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND
(STATE OR POLITICAL SUBDIVISION) FOR THE PROVISION OF LAW
ENFORCEMENT SERVICES

This agreement, entered into this 27th day of April 2009, by the U.S. Army Corps of Engineers (district) (hereinafter referred to as the Corps) and (state or Political subdivision) (hereinafter referred to as the Cooperator). Witnesseth that:

WHEREAS, the construction of the BW&T River (hereinafter called the "Project") was authorized by the Flood Control Act, approved 23 Oct 1962 (Public Law 87-874), and the provision of recreation, resources in (state of political subdivision) was authorized by (the same) *((the provision of (the Federal Water Project Recreation Act of 1965) *Section 4 of the 1944 Flood Control Act, as amended (16 USC 460d)); and

WHEREAS, it is the responsibility of the Corps, in administering the Project lands, to provide the public with safe and healthful recreational opportunities; and

WHEREAS, the Cooperator has the authority to enforce the state and local laws for (law enforcement jurisdiction) on such lands, and WHEREAS, Section 120 of the Water Resources Development Act of 1976 (Public Law 94-587) authorizes the Corps to contract with states and their political subdivisions for the purpose of obtaining increased law enforcement services on Project lands to meet needs during peak visitation periods; and

WHEREAS, it is in the best interests of the Corps to obtain the assistance of the Cooperator in the enforcement of state and local laws on Project lands.

NOW, THEREFORE, the parties hereto mutually agree as follows:

Article 1. Plan of Operation.

(a) The Corps and the Cooperator have agreed to a Plan of Operation which describes the scope and extent of law enforcement services to be provided by the Cooperator in accordance with this agreement. Such Plan of Operation, as concurred in by the Cooperator, is attached hereto as Appendix A and made a part hereof.

(b) It is recognized and understood that the Corps and the Cooperator may, at the request of either, renegotiate the Plan of Operation. The renegotiated Plan of Operation shall, upon written acceptance thereof by both parties, supersede Appendix A.

Article 2. Obligations of the Cooperator.

(a) The Cooperator agrees to furnish law enforcement services as follows:

Select applicable authority for the recreation development.

(1) Normal, emergency, or unanticipated enforcement of civil and criminal laws of the state and local jurisdiction on Project lands and waters without claim for reimbursement under this agreement.

(2) The enforcement of the civil and criminal laws of the state and (local jurisdiction) on Project lands in accordance with the schedules and duties describe in the Plan of Operation, with payment by the Corps in accordance with Article 3 of this agreement.

(b) The Cooperator agrees to provide personnel, equipment, and supplies which are required in order to provide the law enforcement services requested by the Corps in accordance with subparagraph (a) above.

(c) The Cooperator agrees to prepare a Daily Enforcement Log of a format provided or approved by the Corps and to submit this log to the Corps at least once a month throughout the effective period of the current Plan of Operation.

(d) The Cooperator agrees to assign only those personnel who are qualified and trained pursuant to the requirements of state and local laws and regulations to undertake the law enforcement services to be provided under Article 2(a)(2). Where state and local standards for the qualifications of law enforcement personnel do not exist, the Cooperator will advise the Corps of the experience, qualifications and training of those personnel expected to be assigned law enforcement duties under this agreement and assign such duties to them only with the approval of the Corps.

Article 3. Obligation of the Government. Subject to the availability of funds, the Corps Agrees to pay the Cooperator for the total cost of the law enforcement services to be provided in accordance with the obligations agreed to be undertaken by the Cooperator in Article 2(a)(2), including the costs of operation and maintenance of such equipment as is required for the provision of such services identified in the Plan of Operation under Article 1. At the request of the Cooperator, partial payments may be made as the law enforcement services are performed based on billings as identified in the Plan of Operation under Article I and approved by the Corps.

Article 4. Period of Services. The period of this agreement shall be from the date of execution until terminated by mutual agreement, or on written notice from either party to the other, as set forth in Articles 6 and 10.

Article 5. Disputes. (Insert the clause in DAR 7-103.12.)

Article 6. Default. In the event that either party to this agreement fails to meet any of its obligations hereunder, the other party may immediately terminate the whole or any part of this agreement. Such termination shall be effected by written notice of either party to the other.

Article 7. Exclusion of Federal Employee Benefits. It is understood and agreed that the services to be provided by the Cooperator and its employees shall not be considered to fall within the scope of Federal employment, that the Cooperator and its employees shall not be considered as agents or employees of the Federal Government, and that none of the benefits of Federal employment will be conferred under the terms of this agreement.

EP 1130-2-550
15 Nov 96

(Necessary approvals and countersignatures required by state or political subdivisions with respect to execution on behalf of the state or political subdivision must be ascertained by the Cooperator and his counsel and added to the signature block.)

H-4

EX 5-6

Appendix A

PLAN OF OPERATION
2009

Law Enforcement Services
Black Warrior and Tombigbee Lakes, Holt Resource Office
Tuscaloosa County Alabama

1. Under terms of this agreement, increased law enforcement services shall be provided for the following Corps of Engineers operated and maintained areas on Oliver and Holt Lakes, Tuscaloosa County, Alabama.

Oliver Lock & Dam Fishing Pier	Oliver Lock & Dam Boat Ramp
Rock Quarry Park	Rocky Branch Park
Burchfield Branch Park	Deerlick Creek Park
Old Lock 15 Park	Blue Creek Park
2. Currently Tuscaloosa County provides only unscheduled patrols of project areas and responds to calls for emergency assistance.
3. The contractor shall provide increased law enforcement services according to the terms of this agreement and Attachment 1. Increased patrols under the terms of this agreement must not exceed 520 man-hours. Hours of patrol may be adjusted by mutual agreement to allow for special problems or situations. Payment will be made for only man-hours worked.
4. Patrols should be concentrated at Oliver Lock & Dam Fishing Pier, Rocky Branch Park, Burchfield Branch Park, and Deerlick Creek Park during periods of heavy use. Officers must check-in and give park attendants their name at Deerlick Creek Park, Rocky Branch Park, and Burchfield Branch Park when patrolling those areas. Officers must check with that park attendant for any problems that may need their attention.
5. All officers must report to Rocky Branch Park at the start of the patrol shift on Fridays, Saturdays, Sundays and any Holiday to get patrol assignment.
6. Officers should make regular foot patrols of beaches, picnic areas, and fishing piers with special emphasis on alcohol related violations. The possession of alcohol is prohibited in posted areas of Rocky Branch Park, Deerlick Creek Park, and Burchfield Branch Park. When people are observed with alcohol in prohibited areas, the officer should take the violator's name, address, driver's license number, etc. The violator should then be made to dispose of all alcohol or leave the area. The violator should be advised that they might receive a Corps of Engineers citation by mail. Persons appearing to be under the influence of alcohol/drugs or underage should be arrested at the officer's discretion.
7. Officers should ensure that the Rocky Branch Park Attendant has closed the main gate at 8:30 PM. Officers should then ensure that the Deerlick Creek Park Attendant has closed the Deerlick Creek Beach Gate and check the Deerlick Creek Campground for any problems. Before the end of the patrol shift officers should ensure the Tuscaloosa Police Department has closed the gate at Oliver Lock & Dam Fishing Pier. If any of the gates are found open after posted closing hours, the officer should close and lock these gates.

EX 5-6

8. Daily reports (Attachment 2) must be completed in "print" with all arrests, citations, warnings, accidents or incidents recorded. Beginning and ending times of each shift must be recorded. Daily log reports will be submitted with monthly invoices to the Corps of Engineers.
9. All fatalities, crimes against persons, theft, vandalism, and other serious incidents **shall be reported to the Corps of Engineers within 24 hours.** A copy of the officers' field report must be furnished to the Corps of Engineers.
10. The per man-hour cost will be \$40.00 which includes \$5.00 per hour for operation, maintenance and repair of equipment necessary for performance of the agreement. This agreement cannot exceed 520 man-hours. The period of this contract is from the date of execution of agreement by contracting officer or May 15, 2009, whichever is later, through September 7, 2009.
11. Forty-four (44) additional hours will be included for administration purposes. These hours will be worked according to Attachment 1 additional/holiday patrol schedule, unless directed otherwise by Resource Management personnel.
12. The contracting officer and the contractor shall designate specific individuals who are authorized to issue or receive request for law enforcement services under this agreement.
13. For partial payment, the contractor will submit monthly invoices including total charges, number of man-hours worked, starting and ending dates of billing period and daily reports for all shifts worked. Mail invoices and reports to:

Holt Resource Office
P.O. Box 295
Peterson, Alabama 35478-0295

14. Payments will be made by:

USACE FINANCE CENTER
7800 Third Avenue
Millington, Tennessee 38054-5005

EX5-6

Attachment 1

NORMAL PATROL SCHEDULE

May 15, 2009 - September 7, 2009

Day	Number of Vehicles/Officers	Patrol Areas	Work Hours
Friday	1 vehicle/officer	All	4PM - 12AM (8hrs)
Saturday	1 vehicle/officer	*	1PM - 9PM (8hrs)
Sunday	1 vehicle/officer	*	1PM - 9PM (8hrs)

51 eight (8) hour patrols = 408 normal patrol man-hours

ADDITIONAL/HOLIDAY PATROL SCHEDULE

(These patrols are in addition to the above normal patrol schedule)

Memorial Day Weekend

Friday 5/22/2009	1 vehicle/officer	*	4PM - 12AM (8hrs)
Saturday 5/23/2009	1 vehicle/officer	*	4PM - 12AM (8hrs)
Sunday 5/24/2009	1 vehicle/officer	*	4PM - 12AM (8hrs)
Monday 5/25/2009	1 vehicle/officer	*	1PM - 9PM (8hrs)

Independence Day Weekend

Friday 7/3/2009	1 vehicle/officer	*	4PM - 12AM (8hrs)
Saturday 7/4/2009	1 vehicle/officer	*	4PM - 12AM (8hrs)
Sunday 7/5/2009	1 vehicle/officer	*	1PM - 9PM (8hrs)

Labor Day Weekend

Friday 9/4/2009	1 vehicle/officer	*	4PM - 12AM (8hrs)
Saturday 9/5/2009	1 vehicle/officer	*	4PM - 12AM (8hrs)
Sunday 9/6/2009	1 vehicle/officer	*	4PM - 12AM (8hrs)
Monday 9/7/2009	1 vehicle/officer	*	1PM - 9PM (8hrs)

11 eight (8) hour patrols = 88 additional/holiday patrol man-hours

TOTAL 62 EIGHT (8) HOUR PATROLS = 496 ESTIMATED MAN-HOURS

(All) Officers scheduled to work Fridays on normal patrol schedule should attempt to make patrols of all areas listed in item 1 of Appendix A.

(*) Officers scheduled to work Saturdays, Sundays and Additional/Holiday Patrol Schedules must report to Rocky Branch Park at beginning (within 30-45minutes) of shift to be assigned area to patrol. This will be assigned by the Corps Rangers on duty.

EX 5-6

STATEMENT OF WORK

The Tuscaloosa County Sheriff's Department will be working a Law Enforcement Contract with the US Army Corps of Engineers this summer. The total number of days for each month includes the number of days for patrolling plus one day for administrative tasks and is as follows:

May - 14 days

June - 13 days

July - 17 days

August - 15 days

September - 8 days 4 hours

Total: 67 days and 4 hours

$67 \text{ days} \times 8 \text{ hours per shift} = 536 \text{ total hours}$

$536 \text{ hours} + 4 \text{ hours} = 540 \text{ total hours}$

$540 \text{ hours} \times \$40 \text{ per hour} = \$21,600.00$
(The contract will pay \$40 per hour)

Total for contract: \$21,600.00

EX 5-6

Article 8. Release of Claims. The Cooperator agrees to hold and save the Corps, its officers, agents or employees, harmless from liability of any nature or kind, for or on account of any claims for damages that may arise during the performance of the law enforcement services by the Cooperator under this agreement.

Article 9. Transfer or Assignment. The Cooperator shall not transfer or assign this agreement, nor any rights acquired thereunder, nor grant any interest, privilege, or license whatsoever in connection with this agreement without the approval of the Corps.

Article 10. Termination for Convenience. The Corps or Cooperator may, on 30 days written notice, terminate this agreement, in whole or in part, when it is in the best interests of either party. If this agreement is so terminated, the Corps shall be liable only for payment in accordance with the payment provisions of this agreement for services rendered prior to the effective date of termination (DAR 7-1902.16).

Article 11. Equal Opportunity. (Insert the clause in DAR 7-103.18(a).)

Article 12. Gratuities. (Insert the clause in DAR 7-104.16.)

Article 13. Examination of Records by Comptroller General. The Cooperator agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under this agreement or such less time specified in Appendix M of the Defense Acquisition Regulation have access to and the right to examine any directly pertinent books, documents, papers, and records of the Cooperator involving transactions related to this agreement.

Article 14. Audit by Department of Defense. Upon request, the Cooperator shall provide, and the Corps shall have the right to examine, books, records, documents, and other evidence of accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this agreement.

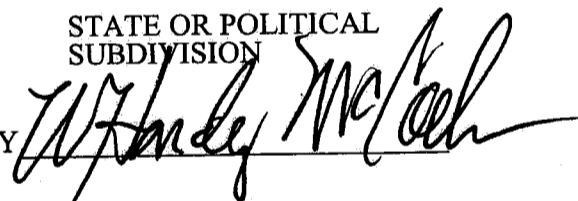
Article 15. Any changes in the provisions of this agreement which are necessary and proper will be made by formal amendment signed by both parties.

IN WITNESS HEREOF, the parties hereto have executed this agreement, as of the day and year first written above.

U.S. ARMY CORPS OF ENGINEERS

STATE OR POLITICAL
SUBDIVISION

BY _____
Colonel, Corps of Engineers
District Engineer

BY  _____

DATE _____

DATE 5-6-09 _____

April 22, 2009

Sheriff Ron Abernathy
Tuscaloosa County Sheriff Department
714-1/2 Greensboro Avenue
Tuscaloosa, AL 35401

Dear Sheriff Abernathy:

The Tuscaloosa County Sheriff Department has been selected to receive a traffic enforcement grant of **One Thousand Two Hundred dollars (\$ 1,200.00)**. 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 \$ 1,200.00, enter into this agreement.

This funding is made available under the **Alabama Department of Economic and Community Affairs, (ADECA) 07-HS-K4-018 Project.**

Agency agrees to comply with all documentation procedures as outlined in the **Attached A** 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 statement, 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, 2008, on 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 committees.

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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 Click-It-Or-Ticket 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.

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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

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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

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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.

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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.

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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.

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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 if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the 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)

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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.

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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.

Maxis Thomas
Authorizing Official
West Alabama Traffic Safety

4-22-09
Date

W. Andy Welch
Agency Authorized Official

5-6-09
Date

Paul Sp
Authorizing Enforcement Official

4-28-09
Date

Paul
Highway Safety Coordinator

4-22-09
Date

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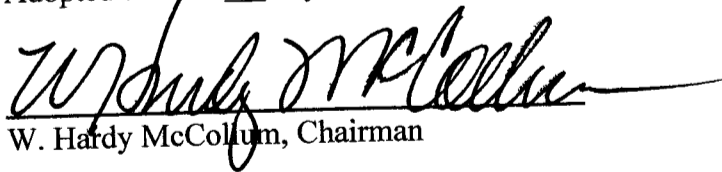
**RESOLUTION ACCEPTING STREETS IN
MALLARD CREEK SECTION 5**

WHEREAS, the County Engineer has reported to the Tuscaloosa County Commission that the County Engineering Department has inspected and found that the streets, together with the drainage structures in the streets in Mallard Creek Section 5 are completed in accordance with the Subdivision Regulations of the Tuscaloosa County Commission, and that all of said construction has been done in accordance with the County specifications.

NOW, THEREFORE, BE IT RESOLVED BY THE TUSCALOOSA COUNTY COMMISSION:

1. That the County accept the streets, together with the drainage structures in, and which are a part of, said streets which are located in dedicated street rights-of-way, for maintenance by the Tuscaloosa County Commission. The drainage structures described herein are those structures which are part of or are located in the streets (curb and gutter, catch basins, flumes and pipes) and does not include any natural waterway which drains surface water in the area.
2. This resolution shall be effective on the date of the adoption thereof.

Adopted this the 6th day of May, 2009, by the TUSCALOOSA COUNTY COMMISSION.


W. Hardy McCollum, Chairman


Melvin Vines, County Administrator

Seal

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Tuscaloosa County

STATE OF ALABAMA
TUSCALOOSA, ALABAMA

To Whom These Presents Shall Come — Greetings

WHEREAS, in 2006, motorcycle rider fatalities increased for the ninth straight year and motorcycle riders now make up one out of every nine of all U.S. road fatalities; and

WHEREAS, according to the National Highway Traffic Safety Administration (NHTSA), in 2006, 4,810 motorcyclists lost their lives and 88,000 motorcyclists were injured in traffic crashes; and

WHEREAS, approximately 80 percent of motorcycle crashes injure or kill a motorcycle rider, while only 20 percent of passenger car crashes injure or kill a driver or passenger in the vehicle; and

WHEREAS, in the event of a crash, the drivers of other vehicles involved often say they never saw the motorcyclist and were unable to respond in time;

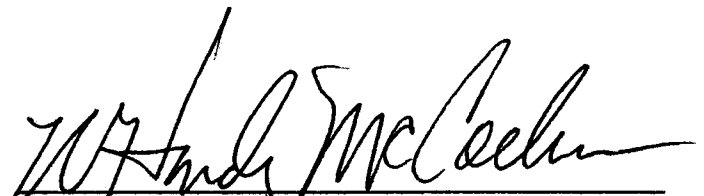
NOW, THEREFORE, The Tuscaloosa County Commission, in recognition of this life-saving opportunity, West Alabama Regional Traffic Office, and West Alabama Bikers Association, join the National Highway Traffic Safety Administration and others to proclaim May, 2009,

Motorcycle Safety Awareness Month

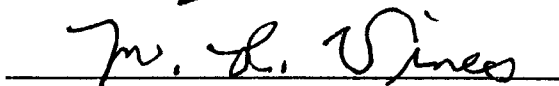
I, W. Hardy McCollum, Probate Judge, do encourage the entire community to observe the month with appropriate programs, ceremonies, and activities to increase passenger vehicle operators' awareness and attention in order to help significantly reduce the number of deaths and serious injuries to motorcyclists from roadway crashes. All motorists are reminded to "Share the Road" with motorcycles and to be extra alert when driving to help keep motorcyclists safe.

IN WITNESS WHEREOF, on behalf of the Tuscaloosa County Commission, I have hereunto set my hand and seal on this the 6th day of May, 2009.




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

ATTEST:



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