

TUSCALOOSA COUNTY COMMISSION

MEETING

MAY 3, 2017

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:

Stan Acker
Jerry Tingle
Mark C. Nelson
Reginald Murray

Commissioner Stan Acker moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to adopt a resolution to exempt certain "covered items" from the county sales and use tax during the third full weekend of July 2017, (July 21-23, 2017), as authorized by Act 2017-120, generally referred to as the State Sales Tax Holiday Legislation.

Exhibit 5-1, Page

Commissioner Jerry Tingle moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to go into Executive Session prior to the end of this meeting to discuss appointments to the DCH Board.

Commissioner Stan Acker moved, seconded by Commissioner Mark C. Nelson, the County Commission voted unanimously to change the regularly scheduled County Commission Meeting on May 17, 2017 to be held on May 24, 2017.

Upon request by County Engineer Scott Anders, Commissioner Stan Acker moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to approve a funding request of \$750,000.00 to the Engineering Department for the design and construction of facilities at Camp Coker.

Commissioner Jerry Tingle moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to adopt a resolution approving and accepting the preliminary plat submission and waiver request for Oak Ridge Manor, Phase V, Section 1, Resurvey of Lot 58 in District II.

Exhibit 5-2, Pages

Commissioner Jerry Tingle moved, seconded by Commissioner Mark C. Nelson, the County Commission voted unanimously to approve a waiver request for Champions Corner in District II.

Exhibit 5-3, Page

Commissioner Stan Acker moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to approve a waiver request for Patricia Harris in District I.

Exhibit 5-4, Page

Commissioner Mark C. Nelson moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to approve a waiver request for Tan Subdivision in District III.

Exhibit 5-5, Page

Commissioner Jerry Tingle moved, seconded by Commissioner Mark C. Nelson, the County Commission voted unanimously to approve an agreement of right-of-way for Saga Resources for the transferring of assets to Urban Fund 2 and Urban Oil and Gas Partners B-1.

Exhibit 5-6, Pages

Commissioner Stan Acker moved, seconded by Commissioner Mark C. Nelson, the County Commission voted unanimously to approve the U.S. Corps of Engineers contract, whereby the Tuscaloosa County Sheriff's Office will provide law enforcement services for Corps of Engineers operated and maintained areas on Oliver and Holt Lakes in Tuscaloosa County during the summer months.

Exhibit 5-7, Pages

Upon request by Chief Deputy Byron Waid, Commissioner Stan Acker moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to approve the contract agreement for the North River Substation for use by the Tuscaloosa County Sheriff's Office.

Exhibit 5-8, Pages

Commissioner Jerry Tingle moved, seconded by Commissioner Mark C. Nelson, the County Commission voted unanimously to approve a franchise agreement between the Tuscaloosa County Sheriff's Office and Northstar Ambulance Services.

Exhibit 5-9, Pages

Commissioner Stan Acker moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to approve funding of up to \$50,000.00 from the District I discretionary fund for construction of a storm shelter at Montgomery Park.

Exhibit 5-10, Page

Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to approve, based on equal participation from the cities of Tuscaloosa and Northport, to provision of \$2,500.00 from each district's discretionary fund (\$10,000.00 total) to FOCUS for moving expenses.

Exhibit 5-11, Page

Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to reappoint Mr. John Mize to the DCH Health Care Authority Board. His term will expire June 30, 2023.

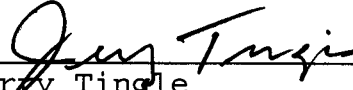
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, May 24, 2017.



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



Stan Acker
Commissioner - District I



Jerry Tingle
Commissioner - District II



Mark C. Nelson
Commissioner - District III



Reginald Murray
Commissioner - District IV

RESOLUTION TO EXEMPT CERTAIN "COVERED ITEMS" FROM THE COUNTY SALES AND USE TAX DURING THE THIRD FULL WEEKEND OF JULY, 2017, AS AUTHORIZED BY ACT 2017-120, GENERALLY REFERRED TO AS THE STATE SALES TAX HOLIDAY LEGISLATION.

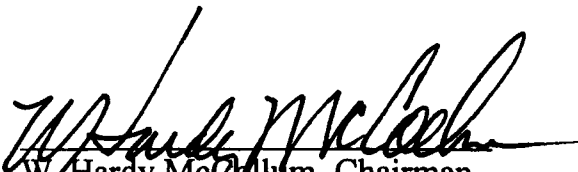
WHEREAS, Act 2017-120 enacted by the Alabama Legislature during the 2017 Regular Session, provides for a State Sales Tax Holiday, and provides that counties and municipalities may join with the state in exempting certain items from sales and use taxes; and

WHEREAS, the Tuscaloosa County Commission has determined that it is in the best interest of the citizens of Tuscaloosa County to exempt school supplies from sales and use taxes as provided for by law.

NOW, THEREFORE, BE IT RESOLVED by the **Tuscaloosa County Commission** that all "covered items" shall be exempt from any county sales and use tax during the same period, beginning at 12:01 a.m. on the third Friday in July 2017 (July 21, 2017) and ending at twelve midnight the following Sunday (July 23, 2017), subject to all terms, conditions, definitions, time periods, and rules as provided by Act 2017-120, except that the time period shall only be as specified above and not for all years thereafter.

BE IT FURTHER RESOLVED that a certified copy of this resolution be immediately forwarded to the Alabama Department of Revenue to be recorded and posted on the Department website.

IN WITNESS WHEREOF, the Tuscaloosa County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on this the 3rd day of May, 2017.


W. Hardy McCollum, Chairman
Tuscaloosa County Commission

ATTEST:


Melvin Vines, County Administrator

EX 5-1

STATE OF ALABAMA §

TUSCALOOSA COUNTY §

RESOLUTION ACCEPTING PRELIMINARY PLAT

**Oak Ridge Manor, Phase V, Section 1
Resurvey of Lot 58**

WHEREAS, the County Engineer has reported to the Tuscaloosa County Commission that the developer has complied with all Tuscaloosa County Subdivision related to the preparation and presentation of a preliminary plat for a new development or the extension of an existing development; and

WHEREAS, the Tuscaloosa County Commission has been presented with the preliminary plat and accompanying information, and determines that there is no just reason to withhold approval of the preliminary plat.

NOW, THEREFORE, IT BE RESOLVED BY THE TUSCALOOSA COUNTY COMMISSION that the preliminary plat recommended for approval by the Tuscaloosa County Engineer is approved and accepted

Approved and accepted at our regularly scheduled meeting on this the 3th day of May, 2017.


W. Hardy McCollum, Chairman
Tuscaloosa County Commission


Melvin L. Vines
County Administrator

EX 5-2



TUSCALOOSA COUNTY PUBLIC WORKS DEPARTMENT

2810 35th Street
Tuscaloosa, Alabama 35401
(205) 345-6600
FAX (205) 345-6600



Allan D. Springer, Sr.
Assistant County Engineer

Scott F. Anders, P.E.
County Engineer

Tracy M. Criss, P.E.
Assistant County Engineer

Subdivision Wavier Request
Champions Corner
A Luxury RV Park
Tuscaloosa County Commission
May 3, 2017

Commission District: 2

Owner: Jimmy Hunter

Engineer / Surveyor: Ron Henderson, PE

Wavier Requested: Mr. Henderson is requesting a waiver on behalf of Jimmy Hunter from the Tuscaloosa County Subdivision Regulations for the front, side and rear minimum setback lines and reduce the width of the typical street.

Comments:

The Tuscaloosa County Subdivision Regulations requires a 30 foot front building setback along the front of the lots, a 10 foot setback on the sides of the lots. The owner is requesting that the front building setback be reduced from a 30 foot setback to a 20 foot setback along Keenes Mill Road and is asking that no setbacks be required along Highway 216. Because of the classification of the roadway, an additional 20 feet of right of way will be dedicated to ALDOT, but no improvements to Highway 216 are planned at this time. The side setbacks will remain at 10 feet, as required by the regulations.

The 2013 Subdivision Regulations state the following:

5-4-24 Minimum Setback Lines

The minimum interior building setbacks lines shall be defined as the following:

30 feet along and adjacent to the front property line of the lot (abutting the street).

- Mr. Hunter wishes to reduce the minimum building line to 20 feet along Keenes Mill Road and no minimum building line along Highway 216.

10 feet along and adjacent to both sides of the property line on each side

- The side minimum building lines will remain at 10 feet.

APPENDIX III - Typical Street Section:

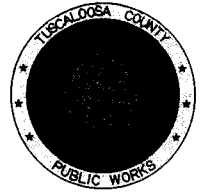
The typical width of the roadway is 24 feet. The developer would like to reduce the width of the roadway as shown on the attachment. The roads within the development will remain private and most will be one way streets.

EXS-3



TUSCALOOSA COUNTY PUBLIC WORKS DEPARTMENT

2810 35th Street
Tuscaloosa, Alabama 35401
(205) 345-6600
FAX (205) 345-6600



Allan D. Springer, Sr.
Assistant County Engineer

Scott F. Anders, P.E.
County Engineer

Tracy M. Criss, P.E.
Assistant County Engineer

**Subdivision Wavier Request
Patricia Harris Subdivision
Tuscaloosa County Commission
May 3, 2017**

Commission District: 1

Owner: Patricia Harris

Engineer / Surveyor: Daryl Key, P.L.S

Wavier Requested: Mr. Key is requesting a waiver from the Tuscaloosa County Subdivision Regulations so that the scale on the plat may be reduced.

Comments:

The surveyor is wishing to reduce the scale of the drawing from one inch equals one hundred feet to one inch equals one hundred and fifty feet so that the drawing will fit on one sheet.

The 2013 Subdivision Regulations state the following:

4-9-1 FINAL PLAT REQUIREMENTS

The Final Plat shall be prepared by a registered land surveyor and shall be clearly and legibly drawn at a convenient scale of not less than one inch equals one hundred feet.

- **The scale will be reduced from one inch equals one hundred feet to one inch equals one hundred and fifty feet (1"=100' to 1"=150').**

EX 5-4



TUSCALOOSA COUNTY PUBLIC WORKS DEPARTMENT

2810 35th Street
Tuscaloosa, Alabama 35401
(205) 345-6600
FAX (205) 345-6600



Allan D. Springer, Sr.
Assistant County Engineer

Scott F. Anders, P.E.
County Engineer

Tracy M. Criss, P.E.
Assistant County Engineer

**Subdivision Wavier Request
TAN Subdivision
Tuscaloosa County Commission
May 3, 2017**

Commission District: 3

Owner: Mary Hinton

Engineer / Surveyor: Michael Hicks, P.L.S

Wavier Requested: Mr. Hicks is requesting a waiver from the Tuscaloosa County Subdivision Regulations for the minimum setback lines.

Comments:

The subdivision plat consist of 4 lots, one that is in the City Limits of Tuscaloosa, and three that are in Tuscaloosa County. The lot that is in the City Limits is zoned Neighborhood Commercial (BN). Tuscaloosa County does not have a separate minimum building lines setback requirement for business property. Mr. Hicks is requesting that the minimum building lines for the one lot that is adjacent to the City Limits be reduced to match the minimum building lines of the commercial lot.

The 2013 Subdivision Regulations state the following:

5-4-24 Minimum Setback Lines

The minimum interior building setbacks lines shall be defined as the following:

30 feet along and adjacent to the front property line of the lot (abutting the street).

- The owner wishes to reduce the front minimum building line to 20 feet.

35 feet along and adjacent to the rear property line.

- The owner wishes to reduce the rear minimum building line to 0 feet.

10 feet along and adjacent to both sides of the property line on each side (20 feet total).

- The owner wishes to reduce the side minimum building line to 0 feet.

EX-5

William L. Kirk, Jr.
Registered Professional Landman (AAPL #25980)

4313 Spring Row
Northport, Alabama 35473
205/657-0377 Cell
205/343-2156 Office/Home
williamkirk@comcast.net

February 24, 2017

COPY

Tuscaloosa County Commission
714 Greensboro Avenue
Tuscaloosa, Alabama 35401

Re: Consent to Assign
Saga Resource Partners LLC Sale of Assets
Alabama Properties

Dear Sir or Madame:

I am an independent Petroleum Landman representing Saga Resource Partners LLC ("Saga"), Denver, Colorado. Saga is preparing to close the sale of all of its Alabama oil and gas assets to Urban Fund II, LP and Urban Oil and Gas Partners B-1, LP, 1000 East 14th, Suite 300, Plano, Texas 75074.

Saga has determined you are the owner of the following instruments which are included in the sale and these instruments contain a prior consent to assign provision:

Right-of-Way Agreement – Tuscaloosa County Commission to El Paso Production Company dated August 12, 2004, as recorded in Deed Book 2004, Page 21619, Tuscaloosa County, Alabama.

Permit Agreement – Tuscaloosa County Commission to El Paso Production Company dated October 21, 2004, as recorded in Deed Book 2004, Page 24383, Tuscaloosa County, Alabama.

Right-of-Way Agreement – Tuscaloosa County Commission to El Paso Production Company dated January 24, 2005, as recorded in Deed Book 2005, Page 2381, Tuscaloosa County, Alabama.

Permit Agreement – Tuscaloosa County Commission to El Paso E&P Company, LP dated November 19, 2008, Tuscaloosa County, Alabama.

Permit Agreement – Tuscaloosa County Commission to El Paso Production Company dated June 27, 2000, as recorded in Deed Book 2000, Page 9670, Tuscaloosa County, Alabama.

EX 5-6

Tuscaloosa County Commission
Consent to Assign
Page 2

Saga hereby requests your consent to the assignment of 100% of Saga's interest in the agreements. If the forgoing meets your approval, please execute this Consent to Assign in the space provided below and email this consent to me at williamkirk@comcast.net.

Then, please return one fully executed copy to me at the letterhead address. Please retain a copy for your records.

Time is of the essence. Your prompt reply is necessary and appreciated.

Thank you for your time and consideration to this matter. Should you have any comments or questions, please just give me a call.

Kind regards,

Saga Resource Partners LLC Representative



William L. Kirk, Jr.

Assignments Approved and Accepted this the 3rd day of May, 2017.

Tuscaloosa County Commission

By: M. R. Vines

Print Name: Malvin L. Vines

Title: County Administrator

Ex 5-6

This instrument prepared by Bob Annear, Saga Resource Partners LLC, 600 17th Street, Suite 1700N, Denver, Colorado 80202

Recording requested by, and when recorded return to:
Urban Oil and Gas Group, LLC
Attn: Brenda Giannina
1000 E. 14th Street, Suite 300
Plano, TX 75074

Source of Title: Deed Book 2013, Page 10176; Deed Book 2011, Page 10139; and Deed Book 2011, Page 10260.

State of Alabama)
) ss.
County of Tuscaloosa)

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "Assignment"), dated effective as of January 1, 2017 at 7:00 a.m. at the location of the applicable Assets (the "Effective Time"), is from **Saga Resources Partners LLC**, a Delaware limited liability company and **SRP Gathering LLC**, a Delaware limited liability company (collectively, "Assignor"), 600-17th Street, Suite 1700N, Denver, Colorado 80202, to **Urban Fund II, LP**, a Delaware limited partnership ("Urban Fund"), and **Urban Oil & Gas Partners, B-1, LP**, a Texas limited partnership ("Urban O&G") (collectively, "Assignee"), 1000 E. 14th Street, Suite 300, Plano Texas 75074. Assignor and Assignee are sometimes collectively referred to as the "Parties" and each referred to individually as a "Party."

For \$100.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, grants, bargains and conveys the Assets to Assignee, in the following undivided percentages: Urban Fund – 88.70%; Urban O&G – 11.30%.


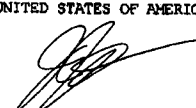
"Assets" means all of Assignor's right, title and interest in and to the following real and personal property interests, excluding the Excluded Assets:

(a) All oil and gas leases owned by Assignor located in Tuscaloosa, Jefferson, Bibb, Shelby and Walker Counties, Alabama, including without limitation the oil and gas leases described on Exhibit A attached hereto (the "Leases" covering the lands described in Exhibit A (the "Leased Lands"), and all royalty, overriding royalty, net profits and other interests in the Leases or the Leased Lands.

(b) All rights that are derived under or from the Leases in existing and effective unitization, voluntary pooling and communitization agreements, pooling declarations and pooling orders covering any of the Leases.

(c) All rights that are derived under or from the Leases or the rights described in clause (b) above in: (i) all oil and gas wells now or hereafter located on the Leases or lands pooled or unitized therewith, including the oil and gas wells specifically described on Exhibit B (the "Wells"),

EX-5-6

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER W81XNJ70823099		PAGE 1 OF 30			
2. CONTRACT NO. W91278-17-P-0131		3. AWARD/EFFECTIVE DATE 27-May-2017		4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE	
7. FOR SOLICITATION INFORMATION CALL:			a. NAME			b. TELEPHONE NUMBER (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY ENDIST MOBILE CONTRACTING DIVISION 109 ST JOSEPH ST MOBILE AL 36602 TEL: FAX:			CODE W91278		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) NAICS: 561612 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$20.5m				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE			12. DISCOUNT TERMS Net 30 Days		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING		
15. DELIVER TO DEMOPOLIS SITE OFFICE DONNA BARHAM 384 RESOURCE MANAGEMENT DRIVE DEMOPOLIS AL 36732-1546			CODE W80003		16. ADMINISTERED BY SEE ITEM 9				
17a. CONTRACTOR/OFFEROR TUSCALOOSA, COUNTY OF 714 1/2 GREENSBORO AVE TUSCALOOSA AL 35401-1844 TELEPHONE NO.			CODE 4E2Y4		FACILITY CODE		18a. PAYMENT WILL BE MADE BY USACE FINANCE CTR - DISBURSING OFFICER 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005		
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM						
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY		22. UNIT	23. UNIT PRICE	24. AMOUNT
		SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$21,760.00			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED						<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.					<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR 					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  <small>Digitally signed by JOHNSTON,JASON.C.1399389085 DN: c=US, o=U.S. Government, ou=DoD, ou=PKI, ou=USA, cn=JOHNSTON,JASON.C.1399389085 Date: 2017.05.24 11:02:42 -05'00'</small>				
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) W. Hardy McWilliam Chairman			30c. DATE SIGNED 5-23-17		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Jason C. Johnston TEL: 251-690-3348 EMAIL: jason.c.johnston@usace.army.mil			31c. DATE SIGNED 24 May 2017	

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STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

5-5-17

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 30	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
36. PAYMENT		37. CHECK NUMBER			
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (<i>Print</i>)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42b. RECEIVED AT (<i>Location</i>)	
				42c. DATE REC'D (<i>YY/MM/DD</i>)	
				42d. TOTAL CONTAINERS	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012) BACK
Prescribed by GSA - FAR (48 CFR) 53.212

EXS-7

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	LAW ENFORCEMENT SECURITY SERVICES FFP Provide law enforcement contract services at a rate of \$35.00 per hour (deputy) \$5.00 per hour (patrol vehicle) in accordance with attached plan of operation (Appendix A). Payment will be made for actual hours worked. Wage determination 15-4609 R1 dated 02/07/2017 is hereby incorporated and made a part thereof. SUBMIT INVOICES IN ACCORDANCE WITH THE ATTACHED APPENDIX A FOB: Destination PURCHASE REQUEST NUMBER: W31XNJ71307678	544	Hours	\$40.00	\$21,760.00
				NET AMT	\$21,760.00
ACRN AA CIN: W31XNJ713076780001					\$21,760.00

APPENDIX A

Appendix A

**PLAN OF OPERATION
2017**

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

1. Normal Law Enforcement Services (non-reimbursable). Tuscaloosa County will not be reimbursed for normal law enforcement services. State and local law enforcement agencies generally have same authorities and law enforcement responsibilities on lands administered by the US Army Corps of Engineers as they do elsewhere in their perspective jurisdictions. Because of this, request by authorized representatives of the Commander for emergency or unanticipated law enforcement assistance shall be considered non-reimbursable. Normal law enforcement services include response to calls and non-reimbursable patrols. Non-reimbursable patrols will be determined and scheduled by the Tuscaloosa County Sheriff's Office as deemed appropriate by that office.

EXS-7

2. Increased Law Enforcement Services (reimbursable). May 27, 2017 through September 4, 2017.
3. Under terms of this agreement, increased (reimbursable) 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	Mill Creek Boat Ramp
Rock Quarry Park	Rocky Branch Park
Burchfield Branch Park	Deerlick Creek Park
Old Lock 15 Park	Blue Creek Park
4. Currently Tuscaloosa County provides only unscheduled (non-reimbursable) patrols of project areas and responds to calls for emergency assistance.
5. The contractor shall provide increased (reimbursable) law enforcement services according to the terms of this agreement and Attachment 1. Increased (reimbursable) patrols under the terms of this agreement must not exceed 544 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.
6. 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.
7. All officers must report to Rocky Branch Park at the start of the patrol shift on Saturdays, Sundays and any Holiday to get patrol assignment.
8. 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.
9. Officers should ensure that the Rocky Branch Boat Ramp and Rock Quarry Boat Ramp are regularly patrolled during high visitation and or fishing tournaments.
10. 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.
11. 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.

EXS-7

- 12. 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 544 man-hours.
- 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 – Disbursing Officer
 522 Integrity Drive
 Millington, Tennessee 38054-5005

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 27-MAY-2017 TO 04-SEP-2017	N/A	DEMOPOLIS SITE OFFICE DONNA BARHAM 384 RESOURCE MANAGEMENT DRIVE DEMOPOLIS AL 36732-1546 334-289-3540 FOB: Destination	W80003

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ACCOUNTING AND APPROPRIATION DATA

AA: 96 NA X 2017 3123 000 0000 CCS: 120 K5 2017 08 2446 001680 96015 2520 55C411 NA 5K6L0L
 AMOUNT: \$21,760.00
 CIN W31XNJ713076780001: \$21,760.00

CLAUSES INCORPORATED BY REFERENCE

52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	JUL 2013
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2015
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	DEC 2015
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Nov 2014)	NOV 2014
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.247-7023	Transportation of Supplies by Sea	APR 2014

CLAUSES INCORPORATED BY FULL TEXT

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (MAY 2015)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, "Contract Disputes", as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

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(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

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- (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
- (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
- (iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--
 - (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
 - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).
- (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
- (v) Amounts shall be due at the earliest of the following dates:
 - (A) The date fixed under this contract.
 - (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--
 - (A) The date on which the designated office receives payment from the Contractor;
 - (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.
- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
 - (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

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(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) System for Award Management (SAM). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

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(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

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52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2016)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

___ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

___ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

___ (10) [Reserved]

___ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

___ (ii) Alternate I (NOV 2011) of 52.219-3.

___ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

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- ___ (ii) Alternate I (JAN 2011) of 52.219-4.
- ___ (13) [Reserved]
- ___ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- ___ (ii) Alternate I (NOV 2011).
- ___ (iii) Alternate II (NOV 2011).
- ___ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (Oct 1995) of 52.219-7.
- ___ (iii) Alternate II (Mar 2004) of 52.219-7.
- ___ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).
- ___ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (Oct 2001) of 52.219-9.
- ___ (iii) Alternate II (Oct 2001) of 52.219-9.
- ___ (iv) Alternate III (Oct 2015) of 52.219-9.
- ___ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ___ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ___ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ___ (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).
- ___ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- ___ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- _XX_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ___ (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2016) (E.O. 13126).
- _XX_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- _XX_ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- ___ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

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- XX (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).
- ____ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- ____ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- XX (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ____ (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ____ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ____ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ____ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ____ (36) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- ____ (ii) Alternate I (OCT 2015) of 52.223-13.
- ____ (37)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- ____ (ii) Alternate I (Jun 2014) of 52.223-14.
- ____ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ____ (39)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- ____ (ii) Alternate I (Jun 2014) of 52.223-16.
- XX (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- ____ (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- ____ (42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ____ (ii) Alternate I (May 2014) of 52.225-3.
- ____ (iii) Alternate II (May 2014) of 52.225-3.
- ____ (iv) Alternate III (May 2014) of 52.225-3.

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____ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

XX (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

____ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

____ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

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(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xi) XX (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

_____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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<http://farsite.hill.af.mil/>

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

ADDITIONAL INFORMATION

CONTRACTING OFFICER AUTHORITY

"Only warranted Contracting Officers (either Procuring Contracting Officer (PCO), or an Administrative Contracting Officer (ACO)), acting within their appointed limits, has the authority to issue modifications or otherwise change the terms and conditions of this contract. If an individual other than the Contracting Officer attempts to make changes to the terms and conditions of this contract you shall not proceed with the change and shall immediately notify the Contracting Officer. Proceeding with any work not authorized by the Contracting Officer will be at the contractor's own risk."

CONTRACTOR PERSONNEL

Contractor personnel must identify themselves as contractors at all times, such as when attending meetings, answering Government telephones, or working in situations where their actions could be construed as official government acts. The contractor must display his or her name and the name of the company while in the work area, wear and display a building pass, if required by security procedures, and include the company's name in his or her email display.

WAGE DETERMINATIONS

WD 15-4609 (Rev.-1) was first posted on www.wdol.gov on 02/07/2017	

REGISTER OF WAGE DETERMINATIONS UNDER	U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT	EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	WASHINGTON D.C. 20210

EXS-7

Daniel W. Simms
Director

Division of
Wage Determinations

Wage Determination No.: 2015-4609
Revision No.: 1
Date Of Revision: 01/31/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Alabama

Area: Alabama Counties of Hale, Pickens, Tuscaloosa

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.69
01012 - Accounting Clerk II		20.01
01013 - Accounting Clerk III		20.98
01020 - Administrative Assistant		22.75
01035 - Court Reporter		17.92
01041 - Customer Service Representative I		10.21
01042 - Customer Service Representative II		11.48
01043 - Customer Service Representative III		12.53
01051 - Data Entry Operator I		13.96
01052 - Data Entry Operator II		15.23
01060 - Dispatcher, Motor Vehicle		17.92
01070 - Document Preparation Clerk		12.47
01090 - Duplicating Machine Operator		12.47
01111 - General Clerk I		13.41
01112 - General Clerk II		14.66
01113 - General Clerk III		16.52
01120 - Housing Referral Assistant		20.52
01141 - Messenger Courier		10.42
01191 - Order Clerk I		13.42
01192 - Order Clerk II		14.83
01261 - Personnel Assistant (Employment) I		17.24
01262 - Personnel Assistant (Employment) II		20.67
01263 - Personnel Assistant (Employment) III		24.58
01270 - Production Control Clerk		22.74
01290 - Rental Clerk		14.86
01300 - Scheduler, Maintenance		16.45
01311 - Secretary I		16.45
01312 - Secretary II		18.26
01313 - Secretary III		20.52
01320 - Service Order Dispatcher		16.44
01410 - Supply Technician		22.75
01420 - Survey Worker		17.92
01460 - Switchboard Operator/Receptionist		12.47
01531 - Travel Clerk I		11.31
01532 - Travel Clerk II		11.88
01533 - Travel Clerk III		12.50
01611 - Word Processor I		15.90
01612 - Word Processor II		17.40
01613 - Word Processor III		18.17
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		21.33
05010 - Automotive Electrician		18.14
05040 - Automotive Glass Installer		16.96
05070 - Automotive Worker		16.96
05110 - Mobile Equipment Servicer		14.55

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05130 - Motor Equipment Metal Mechanic	19.36
05160 - Motor Equipment Metal Worker	16.96
05190 - Motor Vehicle Mechanic	19.36
05220 - Motor Vehicle Mechanic Helper	14.05
05250 - Motor Vehicle Upholstery Worker	15.77
05280 - Motor Vehicle Wrecker	16.96
05310 - Painter, Automotive	18.14
05340 - Radiator Repair Specialist	16.96
05370 - Tire Repairer	11.71
05400 - Transmission Repair Specialist	19.36
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.25
07041 - Cook I	8.91
07042 - Cook II	10.38
07070 - Dishwasher	8.72
07130 - Food Service Worker	9.35
07210 - Meat Cutter	14.19
07260 - Waiter/waitress	8.26
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	15.67
09040 - Furniture Handler	10.18
09080 - Furniture Refinisher	15.67
09090 - Furniture Refinisher Helper	11.95
09110 - Furniture Repairer, Minor	13.64
09130 - Upholsterer	15.67
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.23
11060 - Elevator Operator	10.07
11090 - Gardener	12.90
11122 - Housekeeping Aide	10.07
11150 - Janitor	10.07
11210 - Laborer, Grounds Maintenance	11.18
11240 - Maid or Houseman	9.27
11260 - Pruner	10.67
11270 - Tractor Operator	13.01
11330 - Trail Maintenance Worker	11.18
11360 - Window Cleaner	10.86
12000 - Health Occupations	
12010 - Ambulance Driver	15.95
12011 - Breath Alcohol Technician	16.99
12012 - Certified Occupational Therapist Assistant	23.68
12015 - Certified Physical Therapist Assistant	23.08
12020 - Dental Assistant	14.82
12025 - Dental Hygienist	24.96
12030 - EKG Technician	23.16
12035 - Electroneurodiagnostic Technologist	23.16
12040 - Emergency Medical Technician	15.95
12071 - Licensed Practical Nurse I	15.19
12072 - Licensed Practical Nurse II	16.99
12073 - Licensed Practical Nurse III	18.93
12100 - Medical Assistant	13.28
12130 - Medical Laboratory Technician	15.29
12160 - Medical Record Clerk	12.66
12190 - Medical Record Technician	14.17
12195 - Medical Transcriptionist	15.16
12210 - Nuclear Medicine Technologist	30.80
12221 - Nursing Assistant I	10.24
12222 - Nursing Assistant II	11.52
12223 - Nursing Assistant III	12.57
12224 - Nursing Assistant IV	14.10
12235 - Optical Dispenser	15.30
12236 - Optical Technician	15.19
12250 - Pharmacy Technician	13.41
12280 - Phlebotomist	14.10
12305 - Radiologic Technologist	21.85
12311 - Registered Nurse I	24.27
12312 - Registered Nurse II	29.69
12313 - Registered Nurse II, Specialist	29.69
12314 - Registered Nurse III	35.91
12315 - Registered Nurse III, Anesthetist	35.91

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12316 - Registered Nurse IV	43.04
12317 - Scheduler (Drug and Alcohol Testing)	21.04
12320 - Substance Abuse Treatment Counselor	21.04
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.27
13012 - Exhibits Specialist II	21.42
13013 - Exhibits Specialist III	25.68
13041 - Illustrator I	17.27
13042 - Illustrator II	21.42
13043 - Illustrator III	25.68
13047 - Librarian	23.25
13050 - Library Aide/Clerk	11.26
13054 - Library Information Technology Systems Administrator	20.99
13058 - Library Technician	12.34
13061 - Media Specialist I	15.15
13062 - Media Specialist II	16.95
13063 - Media Specialist III	18.89
13071 - Photographer I	14.73
13072 - Photographer II	16.48
13073 - Photographer III	20.43
13074 - Photographer IV	24.99
13075 - Photographer V	30.23
13090 - Technical Order Library Clerk	15.74
13110 - Video Teleconference Technician	16.78
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.92
14042 - Computer Operator II	17.80
14043 - Computer Operator III	19.86
14044 - Computer Operator IV	22.06
14045 - Computer Operator V	24.43
14071 - Computer Programmer I	(see 1) 23.08
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.92
14160 - Personal Computer Support Technician	22.06
14170 - System Support Specialist	21.59
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.29
15020 - Aircrew Training Devices Instructor (Rated)	34.23
15030 - Air Crew Training Devices Instructor (Pilot)	39.57
15050 - Computer Based Training Specialist / Instructor	29.28
15060 - Educational Technologist	29.13
15070 - Flight Instructor (Pilot)	39.57
15080 - Graphic Artist	22.41
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	39.57
15086 - Maintenance Test Pilot, Rotary Wing	39.57
15088 - Non-Maintenance Test/Co-Pilot	39.57
15090 - Technical Instructor	22.15
15095 - Technical Instructor/Course Developer	27.11
15110 - Test Proctor	17.89
15120 - Tutor	17.89
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.40
16030 - Counter Attendant	8.40
16040 - Dry Cleaner	10.30
16070 - Finisher, Flatwork, Machine	8.40
16090 - Presser, Hand	8.40
16110 - Presser, Machine, Drycleaning	8.40
16130 - Presser, Machine, Shirts	8.40
16160 - Presser, Machine, Wearing Apparel, Laundry	8.40
16190 - Sewing Machine Operator	10.90
16220 - Tailor	11.50
16250 - Washer, Machine	10.72
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	17.83

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19040 - Tool And Die Maker	22.72
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.88
21030 - Material Coordinator	21.33
21040 - Material Expediter	21.33
21050 - Material Handling Laborer	12.57
21071 - Order Filler	10.54
21080 - Production Line Worker (Food Processing)	13.88
21110 - Shipping Packer	14.33
21130 - Shipping/Receiving Clerk	14.33
21140 - Store worker I	10.32
21150 - Stock Clerk	14.55
21210 - Tools And Parts Attendant	13.88
21410 - Warehouse Specialist	13.88
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.46
23019 - Aircraft Logs and Records Technician	18.38
23021 - Aircraft Mechanic I	22.07
23022 - Aircraft Mechanic II	23.46
23023 - Aircraft Mechanic III	24.83
23040 - Aircraft Mechanic Helper	16.11
23050 - Aircraft, Painter	20.32
23060 - Aircraft Servicer	18.38
23070 - Aircraft Survival Flight Equipment Technician	20.32
23080 - Aircraft worker	19.53
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	19.53
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	22.07
23110 - Appliance Mechanic	19.19
23120 - Bicycle Repairer	14.17
23125 - Cable Splicer	25.02
23130 - Carpenter, Maintenance	17.40
23140 - Carpet Layer	17.94
23160 - Electrician, Maintenance	22.20
23181 - Electronics Technician Maintenance I	21.37
23182 - Electronics Technician Maintenance II	22.86
23183 - Electronics Technician Maintenance III	24.39
23260 - Fabric Worker	16.68
23290 - Fire Alarm System Mechanic	19.97
23310 - Fire Extinguisher Repairer	15.39
23311 - Fuel Distribution System Mechanic	24.08
23312 - Fuel Distribution System Operator	18.15
23370 - General Maintenance Worker	17.10
23380 - Ground Support Equipment Mechanic	22.07
23381 - Ground Support Equipment Servicer	18.38
23382 - Ground Support Equipment worker	19.53
23391 - Gunsmith I	15.39
23392 - Gunsmith II	17.94
23393 - Gunsmith III	20.48
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.42
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.38
23430 - Heavy Equipment Mechanic	22.92
23440 - Heavy Equipment Operator	17.65
23460 - Instrument Mechanic	26.36
23465 - Laboratory/Shelter Mechanic	19.19
23470 - Laborer	11.87
23510 - Locksmith	19.19
23530 - Machinery Maintenance Mechanic	22.10
23550 - Machinist, Maintenance	19.22
23580 - Maintenance Trades Helper	13.59
23591 - Metrology Technician I	26.36
23592 - Metrology Technician II	23.67
23593 - Metrology Technician III	25.06
23640 - Millwright	20.69
23710 - Office Appliance Repairer	21.21
23760 - Painter, Maintenance	16.72
23790 - Pipefitter, Maintenance	20.93

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23810 - Plumber, Maintenance	19.61
23820 - Pneudraulic Systems Mechanic	20.48
23850 - Rigger	20.48
23870 - Scale Mechanic	17.94
23890 - Sheet-Metal Worker, Maintenance	19.07
23910 - Small Engine Mechanic	17.94
23931 - Telecommunications Mechanic I	25.37
23932 - Telecommunications Mechanic II	30.76
23950 - Telephone Lineman	21.53
23960 - welder, Combination, Maintenance	17.72
23965 - well Driller	20.48
23970 - woodcraft worker	20.48
23980 - Woodworker	15.33
24000 - Personal Needs Occupations	
24550 - Case Manager	13.44
24570 - Child Care Attendant	10.65
24580 - Child Care Center Clerk	15.30
24610 - Chore Aide	8.59
24620 - Family Readiness And Support Services Coordinator	13.44
24630 - Homemaker	19.50
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.46
25040 - Sewage Plant Operator	20.52
25070 - Stationary Engineer	22.46
25190 - Ventilation Equipment Tender	15.21
25210 - Water Treatment Plant Operator	20.52
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.19
27007 - Baggage Inspector	10.86
27008 - Corrections Officer	20.04
27010 - Court Security Officer	20.55
27030 - Detection Dog Handler	13.87
27040 - Detention Officer	20.04
27070 - Firefighter	20.70
27101 - Guard I	10.86
27102 - Guard II	13.87
27131 - Police Officer I	20.89
27132 - Police Officer II	23.21
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.11
28042 - Carnival Equipment Repairer	10.45
28043 - Carnival worker	8.33
28210 - Gate Attendant/Gate Tender	13.55
28310 - Lifeguard	11.90
28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	11.07
28515 - Recreation Specialist	13.74
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	18.10
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.89
29020 - Hatch Tender	20.89
29030 - Line Handler	20.89
29041 - Stevedore I	18.35
29042 - Stevedore II	22.33
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.52
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.49
30021 - Archeological Technician I	16.61
30022 - Archeological Technician II	18.58
30023 - Archeological Technician III	23.03
30030 - Cartographic Technician	23.03
30040 - Civil Engineering Technician	22.60
30051 - Cryogenic Technician I	21.81
30052 - Cryogenic Technician II	24.09
30061 - Drafter/CAD Operator I	16.61
30062 - Drafter/CAD Operator II	18.58
30063 - Drafter/CAD Operator III	22.03

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30064	- Drafter/CAD Operator IV	25.20
30081	- Engineering Technician I	15.74
30082	- Engineering Technician II	17.65
30083	- Engineering Technician III	19.75
30084	- Engineering Technician IV	24.48
30085	- Engineering Technician V	29.94
30086	- Engineering Technician VI	36.22
30090	- Environmental Technician	22.51
30095	- Evidence Control Specialist	19.69
30210	- Laboratory Technician	20.73
30221	- Latent Fingerprint Technician I	21.81
30222	- Latent Fingerprint Technician II	24.09
30240	- Mathematical Technician	23.13
30361	- Paralegal/Legal Assistant I	18.40
30362	- Paralegal/Legal Assistant II	22.81
30363	- Paralegal/Legal Assistant III	27.90
30364	- Paralegal/Legal Assistant IV	33.75
30375	- Petroleum Supply Specialist	24.09
30390	- Photo-Optics Technician	23.13
30395	- Radiation Control Technician	24.09
30461	- Technical writer I	19.69
30462	- Technical writer II	24.09
30463	- Technical writer III	29.15
30491	- Unexploded Ordnance (UXO) Technician I	23.85
30492	- Unexploded Ordnance (UXO) Technician II	28.85
30493	- Unexploded Ordnance (UXO) Technician III	34.58
30494	- Unexploded (UXO) Safety Escort	23.85
30495	- Unexploded (UXO) Sweep Personnel	23.85
30501	- Weather Forecaster I	25.20
30502	- Weather Forecaster II	30.65
30620	- Weather Observer, Combined Upper Air Or	(see 2) 22.03
Surface Programs		
30621	- Weather Observer, Senior	(see 2) 23.10
31000	- Transportation/Mobile Equipment Operation Occupations	
31010	- Airplane Pilot	28.85
31020	- Bus Aide	10.33
31030	- Bus Driver	14.76
31043	- Driver Courier	14.18
31260	- Parking and Lot Attendant	9.78
31290	- Shuttle Bus Driver	14.65
31310	- Taxi Driver	10.90
31361	- Truckdriver, Light	14.65
31362	- Truckdriver, Medium	18.35
31363	- Truckdriver, Heavy	19.52
31364	- Truckdriver, Tractor-Trailer	19.52
99000	- Miscellaneous Occupations	
99020	- Cabin Safety Specialist	14.07
99030	- Cashier	10.51
99050	- Desk Clerk	10.65
99095	- Embalmer	23.74
99130	- Flight Follower	23.85
99251	- Laboratory Animal Caretaker I	13.16
99252	- Laboratory Animal Caretaker II	14.44
99260	- Marketing Analyst	25.62
99310	- Mortician	23.74
99410	- Pest Controller	17.95
99510	- Photofinishing Worker	14.08
99710	- Recycling Laborer	14.55
99711	- Recycling Specialist	17.75
99730	- Refuse Collector	13.05
99810	- Sales Clerk	12.40
99820	- School Crossing Guard	10.12
99830	- Survey Party Chief	19.60
99831	- Surveying Aide	11.91
99832	- Surveying Technician	16.34
99840	- Vending Machine Attendant	15.93
99841	- Vending Machine Repairer	19.26
99842	- Vending Machine Repairer Helper	15.93

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Ex 5-7

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is

Ex 5-7

not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

LAW ENFORCEMENT LOG

TUSCALOOSA COUNTY DAILY LAW ENFORCEMENT LOG (USACE LAW ENFORCEMENT AGREEMENT 2017)

E&S-7

****ALL OFFICERS MUST REPORT TO ROCKY BRANCH PARK AT
START OF PATROL SHIFT TO GET PATROL ASSIGNMENT FROM
RANGERS ***NO EXCEPTIONS*****

DATE _____		OFFICER _____	
TIME SHIFT START _____			
BEGINNING MILEAGE _____			
TIME SHIFT END _____			
ENDING MILEAGE _____			
Point of Contact	Linc Radio	Cellular Unit:	
Park Ranger Sam Snider	1*14*27	251-331-1459	
Park Ranger Caleb Schuler	1*14*6337	205-361-3725	
Park Ranger Erik Gore	1*14*124	251-331-0463	
Park Ranger Sarah Seaborg	1*14*43	251-331-1466	
Park Manager Mark Meador	1*14*4637	334-534-6339	
Gatehouse Phone Numbers:			
Deerlick Creek	(205) 759-1591		
Rocky Branch	(205) 554-1684		
Burchfield Branch	(205) 497-9828		

- FREQUENT** Corps of Engineers Title 36 CFR violations to note:
- VIOLATION OF QUIET HOURS (2200 hrs TO 0600 hrs) EXCESSIVE NOISE
 - POSSESSION OF ALCOHOL IN RESTRICTED AREA
 - PETS OFF LEASH; PETS IN RESTRICTED AREA (BEACH)
 - CARELESS AND NEGLIGENT VEHICLE OPERATION
 - VANDALISM (DISTRUCTION OF GOVERNMENT PROPERTY)
 - **NOTE and COMMENT on the log, visitor contacts, verbal and written warnings, citations and arrests.**

AREA	IN	OUT	CODE	FINDINGS/ACTIONS/OBSERVATIONS

E45-7

SIGNATURE		# WARNINGS VERBAL _____ WRITTEN _____	# CITATIONS	# ARRESTS
NUMBER OF PROBLEMS: _____		LIST SITES: _____		
_____		_____		
_____		_____		
_____		_____		

PATROL SCHEDULE

Attachment 1

NORMAL PATROL SCHEDULE

May 27, 2017 - September 4, 2017

EX 5-7

<u>Day</u>	<u>Number of Vehicles/Officers</u>	<u>Patrol Areas</u>	<u>Work Hours</u>
Saturday	1 vehicle/officer	*	10AM - 6PM (8hrs)
	1 vehicle/officer	*	1PM - 9PM (8hrs)
Sunday	1 vehicle/officer	*	10AM - 6PM (8hrs)
	1 vehicle/officer	*	1PM - 9PM (8hrs)

60 eight (8) hour patrols = 480 normal patrol man-hours

HOLIDAY PATROL SCHEDULE

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

Memorial Day Weekend

Monday 5/29/2017	1 vehicle/officer	*	10AM - 6PM (8hrs)
Monday 5/29/2017	1 vehicle/officer	*	1PM - 9PM (8hrs)

Independence Weekend

Monday 7/3/2017	1 vehicle/officer	*	10AM - 6PM (8hrs)
Monday 7/3/2017	1 vehicle/officer	*	1PM - 9PM (8hrs)
Tuesday 7/4/2017	1 vehicle/officer	*	10AM - 6PM (8hrs)
Tuesday 7/4/2017	1 vehicle/officer	*	1PM - 9PM (8hrs)

Labor Day Weekend

Monday 9/4/2017	1 vehicle/officer	*	10AM - 6PM (8hrs)
Monday 9/4/2017	1 vehicle/officer	*	1PM - 9PM (8hrs)

8 eight (8) hour patrols = 64 holiday patrol man-hours

TOTAL 68 EIGHT (8) HOUR PATROLS = 544 ESTIMATED MAN-HOURS

(*) Officers scheduled to work Saturdays, Sundays and Holiday Patrol Schedules must report to Rocky Branch Park at beginning (within 30minutes) of shift to be assigned area to patrol. This will be assigned by the Corps Rangers on duty. Officers scheduled to work on normal patrol schedule should attempt to make patrols of all areas listed in item 1 of Appendix A.

EXS-7

COMMERCIAL LEASE

This Lease ("Lease") is made this _____ by and between _____ (hereinafter "Landlord") and Tuscaloosa County (hereinafter "Tenant"). In consideration for the mutual promises and covenants contained here in, and for other good and valuable consideration, the parties hereby agree as follows:

1. The Landlord lease to the Tenant, and the Tenant rents from the Landlord the following described premises:

Office space located at 3933 Rice Mine Road NE Tuscaloosa Alabama 35406

The term of the lease shall be for 3 years with options commencing April 1, 2017, and ending April 1, 2020.
2. The Tenant shall pay to landlord as rent \$ 0 per year in equal monthly installments of \$ 0 per month. Due on the first of each month the first 3 years.
3. This Lease is subject to all present or future mortgages affecting the premises.
4. Tenant shall use and occupy the premises only as a Sheriff's Office, subject at all times to the approval of the landlord.
5. The Tenant shall not make any alterations in, additions to or improvements to the premises without the prior consent of the landlord.
6. The tenant shall have at his own expense public liability insurance for all hazards excluding building and related coverages.
7. The Tenant shall comply with all rules, regulations, ordinance codes and laws of all governmental authorities having jurisdiction over the premises.
8. The Tenant shall not permit or commit waste to the premises.
9. The tenant shall not permit or engage in any activity which will affect an increase in the rate of insurance for the Building in which the premises is contained nor shall the tenant permit or commit any nuisance thereon.
10. **The tenant shall not sub-let or assign the premises nor allow any other person or business to use or occupy the premises without the prior written consent of the landlord, which consent may not be unreasonably withheld.**

EX 5-8

11. At the end of the term of this Lease, the Tenant shall surrender and deliver up the premises in the same condition (subject to any additions, alteration or improvements, in any) as presently exists, reasonable wear and tear excluded.
12. Upon default in any term or condition of this Lease, the Landlord shall have the right to undertake any or all other remedies permitted by law.
13. This Lease shall be binding upon, and insure to the benefit of, the parties, their heirs, successors, and assigns.
14. Landlord will be responsible for structural components of roof, walls, subflooring, electrical, plumbing, heating and air conditioning systems except minor repairs of less than \$100.00 shall be the responsibility of lessee after one year from date of lease.
15. Landlord shall maintain parking lot and outside lighting in front of Premises.

Signed this _____ day of _____, 2017.

Tenant

Landlord

EXS-8

**AGREEMENT
GRANTING AN AMBULANCE FRANCHISE TO
NORTHSTAR PARAMEDIC SERVICES, INC.
WITH THE TUSCALOOSA COUNTY COMMISSION**

BE IT RESOLVED BY THE TUSCALOOSA COUNTY COMMISSION as follows:

Section 1. Franchise

In consideration of the benefits to accrue to the Tuscaloosa County Commission, Alabama and the inhabitants thereof, and based upon finding the public need and necessity, Northstar Paramedic Services, Inc. (hereinafter called the "Franchisee") is hereby given, granted and invested with the right, authority and privilege, consent and franchise, to use the streets and public ways of Tuscaloosa County, Alabama, for the purpose of providing EMS transportation services, including but not limited to sick and infirm persons, for transportation to and from hospitals, physicians offices, clinics, nursing homes, streets or public venues or private residences, in accordance with the following conditions, requirements and agreements.

Section 2. Franchise Fee

Franchisee shall pay one percent (1%) of all gross receipts (collections) arising out of request for service received through 911 calls originating within the county of Tuscaloosa, Alabama or its police jurisdiction. This fee shall be in addition to any and all regular fees, taxes and privilege license fees related to business requirements within the County of Tuscaloosa. This fee shall be paid on a quarterly basis and due no later than the 30th day of the month following the end of the specified quarter. The County Commission may also consider additional action up to and including revocation of the franchise should the Franchisee exceed 60 days or more than 2 consecutive quarters of delinquency in payment of the franchise fee. Should a member of Tuscaloosa County Sheriff's Office Medical Unit accompany the Franchisee's units in the transport of a patient to a medical facility, Franchisee will make all possible efforts to return the personnel to their unit or the sheriff's office as soon as possible following completion of the assignment.

Section 3. Compliance with Legal Requirements/Licensure

Franchisee agrees to comply with all laws, rules and regulations of the County of Tuscaloosa, State of Alabama and US. Franchisee will provide a report of notice concerning any litigation, arising from operation within the County of Tuscaloosa, to the Sheriff of Tuscaloosa County within 30 days of the time such litigation is filed within the court system.

Franchisee shall maintain current licensure to provide EMS transport services with the State of Alabama Department of Public Health Office of EMS and Trauma. Current Licensure will be available upon request by the Tuscaloosa County Commission.

Section 4. Franchise Duration

The franchise and all rights and authorities granted herein shall continue for a period of three (3) years from the date of adoption of this ordinance, unless sooner terminated in accordance with the provisions herein. Application for franchise or franchise renewal shall be made in the form of written notice addressed to the Tuscaloosa County Commission, within 60 days of franchise expiration. The Tuscaloosa County Commission reserves the right to alter the means and manner with which it extends the right to provide EMS transport services upon expiration of this franchise agreement.

Section 5. Performance Requirements

A. Communications Center:

Franchisee will staff a communications center, located within Tuscaloosa County, Alabama 24-hours a day, 7-days a week. The center will be staffed by personnel certified in Emergency Medical Dispatch based on the requirements of "Medical Priority Dispatch." The center will apply for and receive certification as an Accredited Center of Excellence (ACE) within one (1) year of adoption of this franchise agreement. The communications center will provide any and all equipment necessary for answering 911-request for service, receipt of ANI/ALI information as well as up to date Computer Aided Dispatch services capable of mapping and storing data related to all requests for service within Tuscaloosa County. The communications center shall maintain a radio that is programmed to a frequency that may be chosen by the Tuscaloosa County Commission. Ambulances shall also be equipped with radios capable of communicating with Tuscaloosa County Volunteer Fire Departments.

B. Response Time Requirements:

Franchisee shall respond to request for service received through 911, arriving on scene within Tuscaloosa County in 20 minutes or less. These standards shall take into account the total time from dispatch to arrival of the responding unit at the scene, including all dispatch intervals and driving time. This will be measured on a monthly basis based on fractal analysis and performed at 80% reliability.

Excluded from response time requirements:

1. Request for service during periods of inclement weather.
2. Request for service during mass casualty incidents or system overload.
3. Request for service when incorrect address information is received from the caller.
4. Responses with documented road closure, either due to construction, train or natural disaster.
5. Physical location or address incorrectly posted.
6. Staging due to risk.
7. Invalid Mapping Address.
8. CAD (Computer Aided Dispatch), telephone or radio failure that is unavoidable in nature.

Criteria used for exceptions must have been a substantial factor in producing particular excess response time and Franchisee must have demonstrated a good faith effort to respond to the call.

C. Penalty Fee for Response Time Failure

The Franchisee shall pay \$100 for each 1/10th of a percentage point below the required 80%.

D. Equipment

All EMS transport vehicles operated by the Franchisee shall meet the requirements of the State of Alabama Department of Public Health Office of EMS and Trauma. No emergency vehicle shall exceed 7 years of age. Maintenance records for each vehicle will be available upon request of the Tuscaloosa County Commission or its designee. Each vehicle shall be equipped to provide Advanced Life Support care. The Tuscaloosa County Commission reserves the right to inspect any EMS vehicle at any time and should the need arise, ground a unit from response due to documented mechanical or safety issues. Disposable supplies and equipment used by Tuscaloosa County Sheriff's Office Medical Unit while

treating a patient, excluding IV Fluids and Medications, will be resupplied, on scene if possible, at the time of use.

E. Staffing Requirements

Franchisee shall ensure that a minimum one (1) Emergency Medical Technician/Basic and one (1) Emergency Medical Technician/Paramedic respond to any request for service received through 911 except in the event of a mass casualty or system overload when a Driver, in accordance with the rules of The State of Alabama Department of Public Health Office of EMS and Trauma may accompany either and Emergency Medical Technician/Basic or Paramedic.

Franchisee shall ensure that a minimum of one (1) emergency Medical Technician/Basic and one (1) Driver respond to non-emergency transports between medical facilities.

Any personnel responding on behalf of the Franchisee shall, at all times, meet licensure requirements of The State of Alabama Department of Public Health Office of EMS and Trauma.

Section 6. Office of Franchisee

The Franchisee shall maintain an office within Tuscaloosa County, operated between the hours of 8:00 am and 5:00 pm Monday through Friday, except for commonly accepted holidays, responsible for necessary communication with local citizens and capable of accessing patient records, as well as billing and collection information. This office will also be responsible for addressing public complaints. All complaints originating from service within Tuscaloosa County will be forwarded to the Tuscaloosa County Commission or it's designee within 72 hours of receipt. For the purpose of public convenience, the Franchisee shall establish a public complaint "hotline," dedicated to this end.

The Franchisee shall also maintain "base" and "crew" location/locations also known as "Stations" within Tuscaloosa County for the period of this agreement. These situations will be for the purpose of locating crews dedicated for emergency and non-emergency response as well as parking, washing and securing emergency service vehicles. The stations will be marked with appropriate signage, depicting the Franchisee name and such indication as to the presence of medical professionals. The stations will be equipped with facilities necessary for crew decontamination and be domiciliary in nature if applicable.

Curb, Parking Lot and Street side posting shall only be used during periods of high call volume, for mutual aid and in the event of severe weather outbreak. Though common as a practice to shorten the response interval to the scene "posting" will not be employed on a consistent basis. Personnel shall remain at their designated station between calls not in public parking areas, on curbs or businesses in the areas of major intersections with emergency vehicles idle waiting on request.

Section 7. Rates

Rates charged for services provided within Tuscaloosa County shall be the same as the rates adopted by the City Council of the City of Tuscaloosa with the purpose or intent of ensuring consistent fees within a contiguous community. The rates will be no more or no less than 3% greater or lesser than rates charged by EMS transport agencies responsible for service within Tuscaloosa County, excluding services contracted by the United States Government for services provided to veterans. The Tuscaloosa County Commission shall maintain the right to fix, amend or adopt rates should the necessity arise.

Section 8. Insurance

The Franchisee shall at all times maintain insurance coverage as directed for licensure by the State of Alabama Department of Public Health Office of EMS and Trauma.

Section 9. Service Accreditation

The Franchisee shall make application with The Committee and Accreditation of Ambulance Services (C.A.A.S.) within one (1) year of adoption of this agreement, obtaining and maintaining such status for the period of this agreement.

Section 10. Franchise Assignment/Provisions/Transfer

The Franchisee intends to provide professional and competent EMS Transport service within Tuscaloosa County for the duration of this franchise. The franchise is not exclusive as the Tuscaloosa County Commission reserves the right to grant or renew this agreement or enact additional legislation necessary to meet additional necessity to this franchisee or any other person, firm, partnership or corporation deemed proper.

This franchise is not transferrable and shall not be assigned or sublet without approval or adoption by the Tuscaloosa County Commission. A sale of stock in such volume that a majority of the Franchisee's stock is acquired by an owner or owners other than the present owner or owners shall be considered sale to another owner or operator, and the franchise herein shall not be transferred to such other owner or operator without the consent of the Tuscaloosa County Commission as herein required.

Section 11. Grievance and Complaint Procedure

Should the Franchisee have grievance against the Tuscaloosa County Commission or another Franchise holder, notice shall be given to the Tuscaloosa County Commission, in writing and with sufficient detail for grievance resolution. Should the Tuscaloosa County Commission have grievances with the Franchisee, written notice shall be provided to the Franchisee President, Operations Manager or other designee, in sufficient detail for grievance resolution. Either the Franchisee or the Tuscaloosa County Commission should lodge complaint with either party outside of direction of this agreement and procedure.

Section 12. Reporting Requirements

The Franchisee shall routinely report the following information to the Tuscaloosa County Commission or its designee for the purpose of documenting compliance with the requirements of this agreement.

1. Response time compliance will be reported within ten (10) business days following the end of the month. Weekly response information will be delivered electronically by email to the Tuscaloosa County Commission or its designee. The week will run from Monday morning 00:00 until Sunday night at 23:59. A spreadsheet of all emergency responses outside of the city limits of Northport and Tuscaloosa but within Tuscaloosa County, documenting the call number, address, time received, time dispatched, time enroute, time on scene, time transporting, time at facility, time returned to service, reason for exclusion if applicable and dispatch nature will accompany the percentage calculation for total calls.
2. Franchise Fee calculation will be delivered in hard copy to the Tuscaloosa County Commission or its designee on a quarterly basis and delivered within thirty (30) business days following the end of the final month of the quarter. Accompanying payment should include documentation of quarterly collections, response time compliance information and employee roster.
3. Quarterly demand evaluation will be evaluated in a meeting between the Tuscaloosa County Commission or its designee and the Operations Management of the Franchisee.

4. A quarterly schedule of CEU (Continuing Education) classes taught by the Franchisee will be sent to the Tuscaloosa County Commission or its designee. All Tuscaloosa County Sheriff's Office Medical Unit EMTs and Paramedics shall be allowed to attend at no cost to the Tuscaloosa County Commission.

Section 13. Publication



This agreement shall be published once a week for three (3) consecutive weeks in the Northport Gazette at the expense of the Franchisee.

Section 14. Effective Date

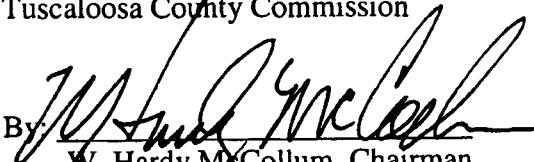
This Ordinance shall become effective thirty days after its final enactment and upon publication as required in Section 13.

Signed this ^{May} 5 day of ~~September~~, 2017.

Northstar Paramedic Services, Inc.

By: 
Its 

Tuscaloosa County Commission

By: 
W. Hardy McCollum, Chairman
Tuscaloosa County Commission

PROPOSAL FOR REVIEW, APPROVAL AND FUNDING OF
PUBLIC USE PROJECTS BY DISTRICT

Commission District: 1

Proposed Project Description: TORNADO SHELTER
MONTGOMERY PARK
(PAY TO PARA)

Funding Amount Required: \$50,000.00

Commissioner Approval: [Signature] Date: _____

Legal Counsel Review: [Signature] Date: 5/24/17

Finance Director Review & Disbursement: [Signature] Date: 5-3-17

EX 5-10

PROPOSAL FOR REVIEW, APPROVAL AND FUNDING OF
PUBLIC USE PROJECTS BY DISTRICT

Commission District: ALL 4

Proposed Project Description: RELOCATION FOR FOCUS

DIST 1	\$2,500
2	2,500
3	2,500
4	2,500
	<u>\$10,000</u>

Funding Amount Required: \$10,000

Commissioner Approval: *[Signature]* Date: _____

Legal Counsel Review: *[Signature]* Date: 5/24/17

Finance Director Review & Disbursement: *[Signature]* Date: 5-3-17

9511



FOCUS ON SENIOR CITIZENS OF TUSCALOOSA COUNTY, INC.
 AT THE McABEE CENTER
 3801 LOOP ROAD
 TUSCALOOSA, AL 35404
 FOCUSONSENIORCITIZENS.ORG
 205-553-3133

◆ TRANSPORTATION ◆ NUTRITION ◆ SUPPORT SERVICES ◆ FOSTER GRANDPARENTS ◆ RETIRED SENIOR VOLUNTEERS ◆ SENIOR ACTIVITY CENTER ◆

BOARD OF DIRECTORS

★ ★ ★ ★ ★

PRESIDENT

Joe Robinson

VICE PRESIDENT

Chad Hobbs

SECRETARY

Robert Lake

TREASURER

Brett Laney

PAST PRESIDENT

David Martin

★ ★ ★ ★ ★

Trudy Anders

Tom Bonhaus

John Cook

Judge John England

June Holmes

Rev. Simon Hunter

Dr. Juanetta Jemison

Scott Holmes

Dr. Rebecca Allen

Will Smith

★ ★ ★ ★ ★

EX-OFFICIIS

Lee A. Hallman

★ ★ ★ ★ ★

EXECUTIVE

DIRECTOR/CFO

Morgan Mann,

CPA MBA

★ ★ ★ ★ ★



May 31, 2017

Bill Lamb

Director of Accounting and Finance

Tuscaloosa County Commission

P.O. Box 20113

Tuscaloosa, AL 35402

Dear Mr. Lamb:

Attached is an invoice received from Alabama Power Company, for installation of electrical service at our mobile facility located at the McAbee Center.

Our request is as follows:

Due Alabama Power Company	\$8,784
- <u>Paid by City of Tuscaloosa</u>	<u>(\$4,392)</u>
= Reimbursement from County	\$4,392

Thank you for your efforts in helping our local seniors remain Active, Healthy and Independent.

Sincerely,

P. Morgan Mann
 Executive Director

SRCE _____ Run # _____
 Vendor # _____ PO # _____
 Acct. # 001-62155-000
 Rec'd By [Signature] BK # _____
 Approved For Payment

Ex 5-11

ALABAMA POWER COMPANY
 915 Queen City Ave
 Tuscaloosa, AL 35401

INVOICE

DATE: 5/30/2017

WO#: CJO-9W0166

To: Focus Trailer

City of Tuscaloosa
 ATTN: Jay Strickland

quantity	description	unit price	amount
1	Temporay power to Focus trailer located at 3801 Loop Rd near the McAbee Center	\$ 8,784.00	\$ 8,784.00
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		SUBTOTAL	\$ 8,784.00
		SALES TAX	
		SHIPPING & HANDLING	
		TOTAL COST	\$ 8,784.00

Make all checks payable to:
 Alabama Power Company
 ATTN: Charles Elledge
 915 Queen City Ave
 Tuscaloosa, AL 35401

If you have any questions concerning this invoice, call: 205-349-6747

THANK YOU FOR YOUR BUSINESS!

Ex 5-11