

TUSCALOOSA COUNTY COMMISSION
MEETING
October 3, 2007

TUSCALOOSA COUNTY §
STATE OF ALABAMA §

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

Don Wallace
Gary Youngblood
Bobby Miller
Reginald Murray

Commissioner Gary Youngblood moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to award the following bids that were opened September 26, 2007:

2008 MODEL PICKUP TRUCKS
Townsend Ford, Inc.

Exhibit 10-1, Pages 194-196

INDUSTRIAL UTILITY TRACTOR
Alabama Tractor, Inc.

Exhibit 10-2, Pages 197-198

Bids were opened for traffic striping on various roads throughout Tuscaloosa County and were referred to the Engineering Department for appropriate action. Bidding firms were as follows:

Highway Management Systems
Ozark Striping Co., Inc.

Exhibit 10-3, Pages 199-206

Upon recommendation by Accounting Manager William Lamb, and upon motion by Commissioner Don Wallace, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to enter into an agreement with RDS/AlaTax for the collection, administration, and compliance enforcement of motor fuel tax for Tuscaloosa County.

Exhibit 10-4, Pages 207-209

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to award the bid for Ambulance Services provided to the Tuscaloosa County Jail to NorthStar EMS, Inc. The bid was opened September 19, 2007.

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to appoint Gary Falls to fill the unexpired term of Buddy Powell on the Tuscaloosa County Park and Recreation Board of Directors.


Commissioner Don Wallace moved, seconded by Commissioner Bobby Miller, the County Commission voted three to one to remove the rumble strips and "NO THROUGH TRAFFIC" signs on Twin Oaks Road; and to install four (4) speed tables on said road. Commissioner Gary Youngblood cast the NAY vote.

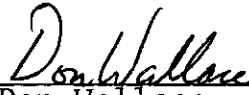
Exhibit 10-5, Page 210


Commissioner Don Wallace moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to establish and post the following speed limits:

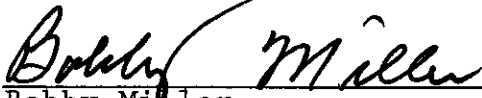
25 MPH on Shamblin Road from Hwy 171 to Faucett Drive
45 MPH on Lake Lurleen Road at Mt. Olive Road


There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, October 17, 2007.


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


Don Wallace
Commissioner - District I


Gary Youngblood
Commissioner - District II


Bobby Miller
Commissioner - District III


Reginald Murray
Commissioner - District IV

W. HARDY McCOLLUM
CHAIRMAN

ROBERT H. JOHNSTON
CLERK



MEMBERS
DON WALLACE
GARY YOUNGBLOOD
BOBBY MILLER
REGINALD MURRAY

COUNTY COMMISSION

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

September 20, 2007

Liberty Truck Sales Inc.
Town and Country Ford
Tuscaloosa Chevrolet, Inc.
Townsend Ford, Inc.
Quality Mazda Jeep Eagle
Bynum Olds-Pontiac-GMC

Adamson Ford
Premier Truck Centers Inc.
Barkley Pontiac-GMC
Locklear Chrysler-Jeep-Dodge
Long-Lewis Ford
Ben Atkinson Motors Inc.

Gentlemen:

Tuscaloosa County will accept bids for nine (9) new 2008 Model Pickup Trucks until 9:00 a.m., Wednesday, September 26, 2007.

The enclosed specifications and bid form were compiled by the County Engineering Department. Direct all inquiries in regard to this bid to County Engineer Bobby Hagler at telephone number (205)345-6600.

Bids can be mailed to: Tuscaloosa County Commission, P.O. Box 20113, Tuscaloosa, AL 35402, or brought to the County Clerk's Office in the Tuscaloosa County Courthouse prior to 9:00 a.m., Wednesday, September 26, 2007.

Please return your bid in the "BID" envelope provided, or use the "BID" envelope to address your bid package to assure that your bid is delivered to the correct office.

A word to the wise - MAIL EARLY - overnight mail, including Airborne Express, Federal Express, etc. does not always arrive by 9:00 a.m. the next day.

Sincerely,

W. M. Lamb
Accounting Manager

WML:lks

encl.

copy: Bobby Hagler
file

BID FOR PICKUP TRUCKS

Ford 2008 F250 SuperCab PU Long Bed

Bid Item

Base Bid (EACH)

Base Bid

2008 Model Pickup Truck

\$27,680⁰⁰ each

Specify Delivery Date: 7-10 week from PO (plus Holidays)

Model: F250 Super Duty Extended Cab

Description: PU XL Trim

Title Fees: Includes

Other: _____

Name of Company: Townsend Ford Inc

Mailing Address: 5801 McFarland Blvd E, Tuscaloosa AL 35405

Telephone: 205-752-0400

Name: Greg Brooks

Title: Fleet Sales Mgr

Date: 9/25/07

File f:\users\bobby\word\equipbid\pickup08

GREG BROOKS
COMMERCIAL SALES MANAGER
TOWNSEND FORD, INC.
5801 MCFARLAND BLVD. E.
TUSCALOOSA, AL 35405
PHONE 205-366-FORD FAX 205-752-0475
TOLL FREE 1-888-592-FORD

BID FOR PICKUP TRUCKS

(9/2008 3/4 T pickups) #28,437³⁷ EACH

Bid Item

Base Bid (EACH)

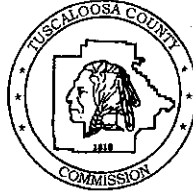
Base Bid

2008 Model Pickup Truck

Specify Delivery Date: APPROX 90 DAYSModel: 2008 GOLD F250 EXT CAB 4WDDescription: AS PER SPECIFICATIONSTitle Fees: TITLEOther: (2) PARTS & SVC MANUAS Y ENTIRE ORDERName of Company: BEN ATKINSON MOTORS, INCMailing Address: PO BOX 780070 TALLASSEE, AL 36078Telephone: 1-800-255-5650Name: BLAKE BROWNTitle: SALES MGRDate: 9/21/07

W. HARDY McCOLLUM
CHAIRMAN

ROBERT H. JOHNSON
CLERK



MEMBERS
DON WALLACE
GARY YOUNGBLOOD
BOBBY MILLER
REGINALD MURRAY

COUNTY COMMISSION

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

September 21, 2007

Tuscaloosa Tractor
Alabama Tractor
Equipment & Parts Speciality Co.

Gentlemen:

Tuscaloosa County will accept bids for one industrial utility tractor until 9:00 a.m. Wednesday, September 26, 2007.

The enclosed specifications and bid form were compiled by the County Engineering Department. Direct all inquiries in regard to this bid to County Engineer Bobby Hagler at telephone number (205)345-6600.

Bids can be mailed to: Tuscaloosa County Commission, P.O. Box 20113, Tuscaloosa, AL 35402, or brought to the County Clerk's Office in the Tuscaloosa County Courthouse prior to 9:00 a.m., Wednesday, September 26, 2007.

Please return your bid in the "BID" envelope provided, or use the "BID" envelope to address your bid package to assure that your bid is delivered to the correct office.

A word to the wise - MAIL EARLY - overnight mail, including Airborne Express, Federal Express, etc. does not always arrive by 9:00 a.m. the next day.

Sincerely,

A handwritten signature in cursive script that reads "W. M. Lamb".

W. M. Lamb
Accounting Manager

WML:lks

encl.

copy: Bobby Hagler
file

BID FOR UTILITY TRACTOR

Industrial Utility Tractor \$ 38,000.00
Bid Item Base Bid

Specify Delivery Date: 10/20/2007

Model: John Deere 6603

Description: MFWD Industrial Utility Tractor

Name of Company: Alabama Tractor Inc.

Mailing Address: 3610 Skyland Blvd. East; Tuscaloosa, AL 35405

Telephone: 205-566-7700

Name: Drew Shirley

Title: Sales Manager

Date: 9-24-2007

File f:\users\mike\bids\FY 2006-2007\utility tractor

W. HARDY McCOLLUM
CHAIRMAN

ROBERT H. JOHNSTON
CLERK



MEMBERS
DON WALLACE
GARY YOUNGBLOOD
BOBBY MILLER
REGINALD MURRAY

COUNTY COMMISSION

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

September 13, 2007

Ozark Striping Co. Inc.
Earnest McCullough
Shelby Contracting
J.C. Cheek Contractor
Southern Striping
Stripes Inc.

Acme Striping
Interstate Road Management Corp.
Alabama Safety Service
Highway Management Systems
USA Striping

Gentlemen:

Tuscaloosa County will accept bids for traffic striping on various roads throughout Tuscaloosa County from the date of award through September 30, 2008, until 9:00 a.m., Wednesday, October 3, 2007.

The enclosed specifications and bid form were compiled by the County Engineering Department. Direct all inquiries in regard to this bid to County Engineer Bobby Hagler at telephone number (205)345-6600.

Bids can be mailed to: Tuscaloosa County Commission, P.O. Box 20113, Tuscaloosa, AL 35402, or brought to the County Clerk's Office in the Tuscaloosa County Courthouse prior to 9:00 a.m., Wednesday, October 3, 2007.

Please return your bid in the "BID" envelope provided, or use the "BID" envelope to address your bid package to assure that your bid is delivered to the correct office.

A word to the wise - MAIL EARLY - overnight mail, including Airborne Express, Federal Express, etc. does not always arrive by 9:00 a.m. the next day.

Sincerely,

A handwritten signature in cursive script, appearing to read "W M Lamb".

W. M. Lamb
Accounting Manager

WML:lks

encl.

copy: Bobby Hagler
file

**BID SUBMISSION FORM AND SPECIFICATIONS
TRAFFIC STRIPING**

The bidder agrees to perform all of the work as described herein and in the specifications and/or plans, as applicable, for the following unit prices:

QUANTITY	UNIT	ITEM	UNIT PRICE	TOTAL PRICE
200	MILE	701A-235 Solid Yellow, Class 2, Type A Traffic Stripe (0.10" Thick)	<u>\$2,500.00</u>	<u>\$500,000.00</u>
50	MILE	701A-231 Solid White, Class 2, Type A Traffic Stripe (0.10" Thick)	<u>\$2,500.00</u>	<u>\$125,000.00</u>
25	MILE	701A- 245 Broken Yellow, Class 2, Type A Traffic Stripe (0.10" Thick)	<u>\$1,850.00</u>	<u>\$46,250.00</u>
10	MILE	701A- 240 Broken White, Class 2, Type A Traffic Stripe (0.10" Thick)	<u>\$1,850.00</u>	<u>\$18,500.00</u>
1200	LF	701B-205 Dotted White, Class 2, Type A Traffic Stripe (0.10" Thick)	<u>\$2.00</u>	<u>\$2,400.00</u>
200	MILE	701A-034 Solid Yellow, Class 2T, Type A Traffic Stripe (0.04" Thick)	<u>\$1,450.00</u>	<u>\$290,000.00</u>
50	MILE	701A-030 Solid White, Class 2T, Type A Traffic Stripe (0.04" Thick)	<u>\$1,450.00</u>	<u>\$72,500.00</u>
25	MILE	701A-044 Broken Yellow, Class 2T, Type A Traffic Stripe (0.04" Thick)	<u>\$850.00</u>	<u>\$21,250.00</u>
10	MILE	701A-039 Broken White, Class 2T, Type A Traffic Stripe (0.04" Thick)	<u>\$850.00</u>	<u>\$8,000.00</u>
1200	LF	701B-007 Dotted White, Class 2T, Type A Traffic Stripe (0.04 " Thick)	<u>\$1.00</u>	<u>\$1,200.00</u>
10	MILE	701C-000 Broken Temporary Traffic Stripe	<u>\$700.00</u>	<u>\$7,000.00</u>
10	MILE	701C-001 Solid Temporary Traffic Stripe	<u>\$750.00</u>	<u>\$7,500.00</u>
5000	SQ FT	703A-002 Traffic Control Markings Class 2, Type A	<u>\$5.00</u>	<u>\$25,000.00</u>
500	SQ FT	703B-002 Traffic Control Legends Class 2, Type A	<u>\$5.00</u>	<u>\$2,500.00</u>

HIGHWAY MANAGEMENT SYSTEMS
FIRM

9/30/07
DATE

BID SUBMISSION FORM AND SPECIFICATIONS
TRAFFIC STRIPING

500	SQ FT	703D-001 Temporary Traffic Control Markings	<u>\$2.00</u>	<u>\$1,000.00</u>
500	SQ FT	703E-001 Temporary Traffic Control Legends	<u>\$2.00</u>	<u>\$1,000.00</u>
500	EACH	705A-032 Pavement Markers, Class A-H, Type 1B	<u>\$5.50</u>	<u>\$2,750.00</u>
500	EACH	705A-037 Pavement Markers, Class A-H, Type 2D	<u>\$5.50</u>	<u>\$2,750.00</u>

HIGHWAY MANAGEMENT SYSTEMS

FIRM

9/30/07

DATE

**BID SUBMISSION FORM AND SPECIFICATIONS
TRAFFIC STRIPING**

The above stated Unit prices shall include all labor, materials, overhead, profit, insurance, testing, inspection charges, engineering, etc. to cover the completion of the work as required. All construction, materials, and testing shall conform to the Alabama Department of Transportation Standard Specifications for Highway Construction 2006 Edition.

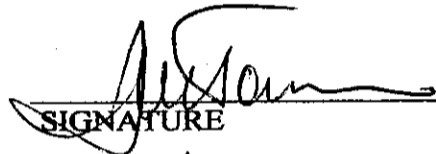
The Bidder understands that the County reserves the right to reject any and all bids and to waive any informalities involved in the bidding process. The quantities listed above are approximate only. There will be no contract adjustments in the unit prices for any increase or decrease in the unit quantities. The Bidder agrees that this bid shall be good for a period of one (1) year from the date of award. There will be a minimum of ten (10) miles of stripe per required trip unless bidder agrees voluntarily to a lesser quantity. **The Bidder agrees that all orders for work shall be completed within five (5) working days from placement of such order. In the event that orders are not completed within five (5) working days from the placement of such orders, Tuscaloosa County may, at it's option, place an order for the work with the next highest bidder. In the event that an order is completed by the next highest bidder, the difference in cost between the bid price of the low bidder and the bid price of the next highest bidder shall be deducted from payments due the low bidder. The successful bidder/vendor shall contact the Tuscaloosa County Engineering Department at least 24 hours in advance prior to beginning work on any order. Also, the successful bidder/vendor shall send a representative to meet with a designated employee of the Tuscaloosa County Engineering Department to verify work location, quantities, etc. prior to beginning work on any order. Failure to carry out the above provisions may result in voiding of this bid/contract.**

Revised: 7-24-07

HIGHWAY MANAGEMENT SYSTEMS
COMPANY

1110 HWY 31 SOUTH CALERA, AL 35040
ADDRESS

(205)663-1511 (205)663-1936
TELEPHONE/FAX


SIGNATURE
9/30/07
DATE

**BID SUBMISSION FORM AND SPECIFICATIONS
TRAFFIC STRIPING**

The bidder agrees to perform all of the work as described herein and in the specifications and/or plans, as applicable, for the following unit prices:

QUANTITY	UNIT	ITEM	UNIT PRICE	TOTAL PRICE
200	MILE	701A-235 Solid Yellow, Class 2, Type A Traffic Stripe (0.10" Thick)	\$ 1650.00	\$330,000.00
50	MILE	701A-231 Solid White, Class 2, Type A Traffic Stripe (0.10" Thick)	\$ 1650.00	\$ 82,500.00
25	MILE	701A- 245 Broken Yellow, Class 2, Type A Traffic Stripe (0.10" Thick)	\$ 945.00	\$ 23,625.00
10	MILE	701A- 240 Broken White, Class 2, Type A Traffic Stripe (0.10" Thick)	\$ 945.00	\$ 9,450.00
1200	LF	701B-205 Dotted White, Class 2, Type A Traffic Stripe (0.10" Thick)	\$ 1.50	\$ 1,800.00
200	MILE	701A-034 Solid Yellow, Class 2T, Type A Traffic Stripe (0.04" Thick)	\$ 990.00	\$198,000.00
50	MILE	701A-030 Solid White, Class 2T, Type A Traffic Stripe (0.04" Thick)	\$ 990.00	\$ 49,500.00
25	MILE	701A-044 Broken Yellow, Class 2T, Type A Traffic Stripe (0.04" Thick)	\$ 510.00	\$ 12,750.00
10	MILE	701A-039 Broken White, Class 2T, Type A Traffic Stripe (0.04" Thick)	\$ 510.00	\$ 5,100.00
1200	LF	701B-007 Dotted White, Class 2T, Type A Traffic Stripe (0.04 " Thick)	\$ 1.00	\$ 1,200.00
10	MILE	701C-000 Broken Temporary Traffic Stripe	\$ 720.00	\$ 7,200.00
10	MILE	701C-001 Solid Temporary Traffic Stripe	\$ 780.00	\$ 7,800.00
5000	SQ FT	703A-002 Traffic Control Markings Class 2, Type A	\$ 4.00	\$ 20,000.00
500	SQ FT	703B-002 Traffic Control Legends Class 2, Type A	\$ 4.50	\$ 2,250.00

Ozark Striping Company, Inc.
FIRM

10-1-2007
DATE

**BID SUBMISSION FORM AND SPECIFICATIONS
TRAFFIC STRIPING**

500	SQ FT	703D-001 Markings	Temporary Traffic Control	\$ 2.20	\$ 1,100.00
500	SQ FT	703E-001 Legends	Temporary Traffic Control	\$ 2.20	\$ 1,100.00
500	EACH	705A-032 Type 1B	Pavement Markers, Class A-H,	\$ 5.50	\$ 2,750.00
500	EACH	705A-037 Type 2D	Pavement Markers, Class A-H,	\$ 5.50	\$ 2,750.00

~~PLEASE SEE ATTACHED OZARK STRIPING COMPANY SPECIAL NOTES LIT~~

Ozark Striping Company, Inc.
FIRM

10-1-2007
DATE

**BID SUBMISSION FORM AND SPECIFICATIONS
TRAFFIC STRIPING**

The above stated Unit prices shall include all labor, materials, overhead, profit, insurance, testing, inspection charges, engineering, etc. to cover the completion of the work as required. All construction, materials, and testing shall conform to the Alabama Department of Transportation Standard Specifications for Highway Construction 2006 Edition.

The Bidder understands that the County reserves the right to reject any and all bids and to waive any informalities involved in the bidding process. The quantities listed above are approximate only. There will be no contract adjustments in the unit prices for any increase or decrease in the unit quantities. The Bidder agrees that this bid shall be good for a period of one (1) year from the date of award. There will be a minimum of ten (10) miles of stripe per required trip unless bidder agrees voluntarily to a lesser quantity. **The Bidder agrees that all orders for work shall be completed within five (5) working days from placement of such order. In the event that orders are not completed within five (5) working days from the placement of such orders, Tuscaloosa County may, at it's option, place an order for the work with the next highest bidder. In the event that an order is completed by the next highest bidder, the difference in cost between the bid price of the low bidder and the bid price of the next highest bidder shall be deducted from payments due the low bidder. The successful bidder/vendor shall contact the Tuscaloosa County Engineering Department at least 24 hours in advance prior to beginning work on any order. Also, the successful bidder/vendor shall send a representative to meet with a designated employee of the Tuscaloosa County Engineering Department to verify work location, quantities, etc. prior to beginning work on any order. Failure to carry out the above provisions may result in voiding of this bid/contract.**

Revised: 7-24-07

Ozark Striping Co., Inc.

COMPANY

Post Office Box 847, Ozark, AL 36361

ADDRESS

334-774-2138 / 334-774-9073

TELEPHONE/FAX


SIGNATURE Leon M. Gross, III

10-1-2007

DATE

**Ozark Striping Company
Special Notes For Bids**

Note: The total minimum dollar volume ordered for Class 1 striping shall exceed one thousand dollars (\$ 1,000.00) per work order.

Note: The total minimum dollar volume ordered for Class 2 striping shall exceed seven thousand five hundred dollars (\$ 7,500.00) per work order.

Note: The total minimum dollar volume ordered for Class 2T striping shall exceed five thousand dollars (\$ 5,000.00) per work order.

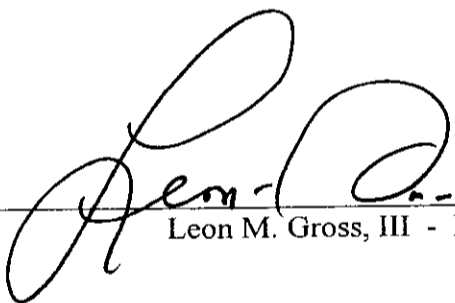
Note: The total minimum dollar volume ordered for Control Markings & Legends Class 2 or Rumble Strips shall exceed one thousand two hundred and fifty dollars (\$ 1,250.00) per work order.

Note: There is no minimum dollar volume for Temporary Traffic Stripe.

Note: Prices quoted in this bid do not include any cleaning of roadway, no sweeping, no cutting of grass from shoulders, no debris removed and no washing of roadway.

Note: These items are quoted under the 2006 ALDOT specifications prior to any special provisions.

Note: Ozark Striping will accept this bid on an all or none basis only.



Leon M. Gross, III - President

Tax Revenue Enhancement Agreement Revenue Administration

This agreement made as of the ____ day of _____, by and between PRA Government Services d/b/a AlaTax (and/or its affiliates) and Tuscaloosa County, Alabama, an Alabama COUNTY ("COUNTY").

A. Remittance Processing Services

1. Taxes Processed: AlaTax will perform remittance processing for Gasoline/Motor Fuels and any other taxes designated by COUNTY.
2. Taxpayer Notification and Remittance: AlaTax will send individualized tax forms to all known taxpayers. Taxpayers will remit payments to Tuscaloosa County, P.O. Box 830725, Birmingham, AL 35283-0725. Upon reasonable notice to COUNTY, AlaTax may change the P.O. Box for Tuscaloosa County payments.
3. Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts required by law to the designated recipients as instructed by the COUNTY in accordance with the law providing for each type of tax collected.
4. Posting Process: Taxpayer accounts are posted with payment information captured in the AlaTax revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change and address change are captured and added to payment data and taxpayer master file (as determined necessary by AlaTax). Late payments (postmarked by U.S. Postal Service after due date) are invoiced at penalty amounts required by State code. Under payments are invoiced for remaining tax due plus any required penalties.
5. Notification, Reporting to COUNTY:
 - i. AlaTax will provide COUNTY with monthly reports including, but not limited to, payment listings showing all taxes received, printout related to net receipts reported, a general ledger distribution that corresponds to COUNTY'S account numbers and all fees paid to AlaTax. These reports to be provided by the 10th of the month following the tax month;
 - ii. AlaTax will attend Commission meetings at such times as may be reasonably requested by COUNTY.

B. Compliance Services

1. Taxes Reviewed: AlaTax will perform compliance services for sales, use and other taxes designated by COUNTY under Remittance Processing Services. AlaTax will provide delinquency notification and follow-up. This includes correspondence, calls, and collection procedures and the related documentation. Delinquency policies and procedures will be applied consistently and within all applicable tax laws.
2. Conduct of Compliance Services: To assure that all taxpayers are treated fairly and consistently and all compliance services are performed in a similar manner, AlaTax representatives who perform compliance services will use a similar compliance plan for each compliance service conducted. All funds due from compliance services will be remitted to COUNTY in the same manner as provided for pursuant to Section A.3 above.

C. General Provisions

1. Taxpayer service: AlaTax will provide a taxpayer assistance number for taxpayer questions. AlaTax will provide informational brochures for placement in COUNTY offices, Chamber of Commerce offices, libraries and any other facilities. This information will also be available on the Internet at www.alatax.com.

AlaTax.
County Contract 2007

2. **Review and Appeal Process:** AlaTax has adopted and will use a review and appeals process which is based on the Alabama Taxpayers' Bill of Rights Act and Uniform Revenue Procedures Act codified as Title 40, Chapter 2A, Code of Alabama, 1975, as amended.
3. **Consideration for Remittance Processing Services, Revenue Analysis Services and Compliance Services:** AlaTax will receive an amount equal to 1.85% of gross revenues collected for providing Remittance Processing Services and Revenue Analysis Services.
4. **Audit Services:**
 - i. **AlaTax Audit Services:** Audit Services include all preparation for the performance of an audit, any research or statistical analysis performed in relation to an audit, examination of the books and records of the taxpayer, an assessment of the amount due (if any), and all services related to closing an audit.
 - ii. **AlaTax Fee:** AlaTax will receive an amount based on an hourly rate of sixty dollars (\$60) for audit services, without any contingent fees whatsoever. If overnight travel outside the State of Alabama is required, AlaTax will pay the auditor, and bill the COUNTY for its portion of travel expenses. COUNTY agrees to pay the amount of these fees when due, regardless of any recovery.
 1. **Billing Increment:** Time will be recorded in 15-minute intervals (.25 hours);
 2. **Shared Audit Fees:** When audits for COUNTY overlap with audits for other AlaTax clients or clients of AlaTax Affiliates, the fees will be shared as follows:
 - a. **Travel Time:** travel time, expenses, and a daily per diem amount for each audit is distributed evenly among the clients reviewed for each audit.
 - b. **Interview Time:** time billed during the initial interview of each audit is distributed evenly amongst the clients reviewed for each audit – during this process the auditor determines which clients will actually be audited for and billed Audit Time as follows:
 - i. **Audit Time:** time billed during the actual audit stage of each audit is billed according to actual time spent working for each client;
 - ii. **No Double Billing:** In no event will the overlapping audits combined require payment for more than 100% for any one AlaTax representative.
5. **Company Audit:** Once a year AlaTax will have an auditor prepare an Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report is commonly called a SAS 70 Type II report and will be made available upon request.
6. **Term of the Agreement:** This agreement shall be for a term of one year following the date of execution. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing ninety (90) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial ninety (90) days notice.
7. **Indemnity:** To the full extent allowed by law, COUNTY hereby agrees to indemnify and hold AlaTax harmless from any claims and against all costs, expenses, damages, claims and liabilities, relating to the determination of taxes due from taxpayers, the collection thereof and any refunding related thereto.

AlaTax
County Contract 2007

8. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both parties hereto.
9. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
10. Effective Date: The effective date for the performance of services under the terms of this agreement shall commence _____ 1, 2007 with collection of _____ taxes to be remitted on or before _____ 20, 2007.

IN WITNESS WHEREOF, the parties hereto as of the date first above written have duly executed this Agreement.

AlaTax

Tuscaloosa County

By: _____
Its: President

By: _____
Its: _____

Proposed pricing contained herein valid for 60 days from date of issuance.

AlaTax
County Contract 2007

Attention Don Wallace:

345 5595

The undersigned residents of Twin Oaks Road agree that the stripes that have been put down in our area have not detoured traffic or slowed it down, in fact the traffic has gotten worse and faster. Please remove these stripes immediately.

Thank You.

- 1. Carl Taylor
- 2. Dana Synnalle
- 3. Earle Boyer
- 4. Helene Kent
- 5. William P. Tucker
- 6. William O. Kelly
- 7. _____
- 8. _____
- 9. _____
- 10. _____

EX 10-5