

**REGULAR MEETING OF THE COUNCIL  
CITY OF BIRMINGHAM, ALABAMA  
PRE-COUNCIL MEETING – 9:00 A.M.  
BOUTWELL AUDITORIUM – 2<sup>ND</sup> FLOOR  
1930 REVEREND ABRAHAM WOODS, JR. BLVD, 35203**

**July 25, 2023 – 9:30 A.M.**

**WEBSITE ADDRESS: [www.birminghamal.gov](http://www.birminghamal.gov)**

**INVOCATION: Reverend Dr. Edward O. Jackson, Pastor of Greater New Antioch Baptist Church**

**PLEDGE OF ALLEGIANCE: Council Pro-Tempore Crystal Smitherman**

**ROLL CALL**

**MINUTES NOT READY: April 4, 2023 – July 18, 2023**

**COMMUNICATIONS FROM THE MAYOR**

**CONSIDERATION OF CONSENT AGENDA**

**All items designated as “Consent” are routine and non-controversial and will be approved by one motion. No separate discussion of these items will be permitted unless a Councilmember, the Mayor or Citizen interested in a public hearing so requests, if so, such item(s) will revert to its normal place on the Agenda Order of Business. All matters of permanent operation (“P”) will be read. All other matters will be announced by reading the Item Number only. All Public Hearings will be announced.**

**CONSIDERATION OF ORDINANCES AND RESOLUTIONS FOR FINAL PASSAGE**

**INTRODUCTION AND FIRST READING OF ORDINANCES AND RESOLUTIONS**

**P**

**ITEM 1.**

An Ordinance authorizing the Mayor to execute for and as the act of said City, an Interlocal Cooperation Agreement with **the Jefferson County Board of Health**, to fund the implementation of the Jefferson County Hospital-linked Violence Intervention Program, which is offered to provide hospital-based intervention and case management to victims of gun violence to address and reduce the gun violence in the City. The City will award funds to the Board in an amount not to exceed \$2,103,312.00, for a term of three (3) years, in support of the program. **[First Reading] [G/L Account: 039\_000.445-035; FIN039RM 99999A\_006\_002 – American Rescue Plan Act]** (Submitted by the City Attorney) (Recommended by the Mayor, the Public Safety Committee and the Chief Community Planner)\*\*

**CONSENT**

**ITEM 2.**

A Resolution approving and authorizing the Mayor to execute for and as the act of said City, a Public Transportation Services Agreement between **the Birmingham-Jefferson County Transit Authority (“BJCTA”)** and the City of Birmingham, under which the BJCTA will provide public transportation services, as part of a transit system, to include fixed route and demand response (paratransit) services and Bus Rapid Transit (BRT) services within the City limits, for an amount not to exceed \$14,000,000.00, which compensation is comprised of \$11,000,000.00 for fixed route and paratransit services and \$3,000,000.00 for BRT services. **[G/L Accounts: 001\_400\_96300\_96301.550-004 – Annual Contributions Transportation – BJCTA Fixed Routes \$11,000,000.00 and 001\_400\_96300\_96316.550-004 – Annual Contributions Transportation – BJCTA Birmingham Xpress - \$3,000,000.00]** (Submitted by the City Attorney) (Recommended by the Mayor and the Budget and Finance Committee)\*\*



**CONSENT**

**ITEM 3.**

A Resolution authorizing the Mayor to execute, for and as the act of said City, an Agreement with **the Birmingham Board of Education**, in an amount not to exceed \$20,000.00, to provide services and allow the Board to coordinate with Huffman High School, associated with expenses for Huffman High School, including \$9,500.00 for Girls/Boys Basketball, \$7,500.00 for principal’s discretionary fund, \$1,500.00 for volleyball team supplies/travel, and \$1,500.00 for cheerleader supplies/travel. **[G/L Account: 001\_000\_04210.542-001 – District #1 Discretionary Funds]** (Submitted by the City Attorney) (Recommended by the Mayor and the Budget and Finance Committee) \*\*

**CONSENT**

**ITEM 4.**

A Resolution authorizing the Mayor to execute, for and as the act of said City, an Agreement with **the Birmingham Zoo, Inc.**, in an amount not to exceed \$20,000.00, to provide community based educational workshops, exhibits, and presentations to families in order to provide a broad range of opportunities to raise awareness for science, animals, nature, and basic quality of life for the poor and needy in the City of Birmingham. **[G/L Account: 001\_000\_04230.542-001]** (Submitted by the City Attorney) (Recommended by the Mayor and the Budget and Finance Committee)\*\*

**CONSENT**

**ITEM 5.**

A Resolution approving and authorizing the Mayor to execute, for and as the act of said City, a Professional Services Contract Inter-Cooperation Agreement for Care of the Mentally Ill with **Jefferson County, the Jefferson County Sheriff, the City and UAB**, to continue a procedure for providing prompt care and evaluation of suspected mentally disturbed persons pending the initiation of commitment proceedings, for an amount not to exceed \$100,000.00 per year for a term of three (3) years through September 30, 2026. **[G/L Account: 001\_400\_96100\_96103.550-002-Annual Contributions Contractual-Housing for the Mentally Ill]** (Submitted by the City Attorney) (Recommended by the Mayor and the Budget and Finance Committee)\*\*

**CONSENT**

**ITEM 6.**

A Resolution authorizing the Mayor to execute, for and as the act of said City, a Commercial Lease Agreement between the City of Birmingham and **RJ Building, LLC**, under which RJ Building LLC will lease a space totaling approximately 54,136 square feet of that certain property known as Mazer Discount Home Center located at 2 - 41<sup>st</sup> Street South, in the City of Birmingham, Alabama (the “Property”), which is comprised of a total of approximately 430,888 square feet for the sole purpose of conducting business operations related to City of Birmingham Fire Department activities (“the Project”) for a term of one (1) year and for an amount not to exceed \$129,600.00. (Submitted by the City Attorney) (Recommended by the Mayor and the Budget and Finance Committee)

**CONSENT**

**ITEM 7.**

A Resolution authorizing the City Attorney, upon her recommendation, to settle all claims against the City arising from an alleged on-the-job injuries sustained by a City employee, and authorizing the Mayor, the City Attorney, or one of her assistants, to execute all documents necessary to accomplish the settlement of this claim in an amount not to exceed \$55,000.00 in accordance with the provisions of §2-3-27 of the General Code of the City of Birmingham, as amended, with said funds to come from Account Number 001-042-02300.527-045. (Submitted by the City Attorney) (Recommended by the Mayor)\*\*

**CONSENT**

**ITEM 8.**

A Resolution authorizing the City Attorney, upon her recommendation, to settle all claims against the City arising from an alleged on-the-job injuries sustained by a City employee, and authorizing the Mayor, the City Attorney, or one of her assistants, to execute all documents necessary to accomplish the settlement of this claim in an amount not to exceed \$99,626.38 in accordance with the provisions of §2-3-27 of the General Code of the City of Birmingham, as amended, with said funds to come from Account Number 001-042-02300.527-045. (Submitted by the City Attorney) (Recommended by the Mayor)\*\*

CONSENT

**ITEM 9.**

A Resolution authorizing the City Attorney, upon her recommendation, to settle all claims against the City arising from an alleged on-the-job injuries sustained by a City employee, and authorizing the Mayor, the City Attorney, or one of her assistants, to execute all documents necessary to accomplish the settlement of this claim in an amount not to exceed \$45,000.00 in accordance with the provisions of §2-3-27 of the General Code of the City of Birmingham, as amended, with said funds to come from Account Number 001-042-02300.527-045. (Submitted by the City Attorney) (Recommended by the Mayor)\*\*

CONSENT

**ITEM 10.**

A Resolution authorizing the City Attorney, upon her recommendation, to settle all claims against the City arising from an alleged on-the-job injuries sustained by a City employee, and authorizing the Mayor, the City Attorney, or one of her assistants, to execute all documents necessary to accomplish the settlement of this claim in an amount not to exceed \$30,000.00 in accordance with the provisions of §2-3-27 of the General Code of the City of Birmingham, as amended, with said funds to come from Account Number 001-042-02300.527-045. (Submitted by the City Attorney) (Recommended by the Mayor)\*\*

CONSENT

**ITEM 11.**

A Resolution authorizing the City Attorney, upon her recommendation, to settle all claims against the City arising from an alleged on-the-job injuries sustained by a City employee, and authorizing the Mayor, the City Attorney, or one of her assistants, to execute all documents necessary to accomplish the settlement of this claim in an amount not to exceed \$17,500.00 in accordance with the provisions of §2-3-27 of the General Code of the City of Birmingham, as amended, with said funds to come from Account Number 001-042-02300.527-045. (Submitted by the City Attorney) (Recommended by the Mayor)\*\*

CONSENT

**ITEM 12.**

A Resolution accepting and approving the bid renewal of **Industrial Fire & Safety Equipment, Inc.**, Birmingham, for Fire Extinguishers & Maintenance, as needed at unit prices on file in the Office of the Purchasing Agent, for a period of one (1) year guaranteed, for the City of Birmingham Fire Department, this being the lowest bid submitted meeting specifications. This will begin the 3<sup>rd</sup> year of the current bid. [G/L Account: 001\_002\_1700\_17401.512-001] (Submitted by the Mayor)

(Recommended by the Purchasing Agent and the Fire Chief) (Three Bids Submitted)

**CONSENT**

**ITEM 13.**

A Resolution approving payment to **Edwards Chevrolet**, Birmingham, to purchase miscellaneous GM automotive parts as needed, for a period of one (1) year for the Equipment Management Department, in accordance with Sourcewell Purchasing Program, contract #101520-GNL. [G/L Account: **001.151-004**] (Submitted by the Mayor) (Recommended by the Purchasing Agent and the Director of Equipment Management)

**CONSENT**

**ITEM 14.**

A Resolution approving payment to **Grainger, W. W., Inc.**, Lake Forest, Illinois, in the amount of \$25,000.00 for miscellaneous parts and fittings, in accordance with Omnia Partners Purchasing Program, Contract #192163, for the Equipment Management Department. [G/L Account: **001.151-004**] (Submitted by the Mayor) (Recommended by the Purchasing Agent and the Director of Equipment Management)

**CONSENT**

**ITEM 15.**

A Resolution approving payment to **Jasper Engines and Transmissions**, Chattanooga, Tennessee, for the purchase of long block engines and components for F450 trucks in accordance with Sourcewell Purchasing Program, Contract #032521-JAS for the Equipment Management Department. [G/L Account: **001.151-004**] (Submitted by the Mayor) (Recommended by the Purchasing Agent and the Director of Equipment Management)

**CONSENT**

**ITEM 16.**

A Resolution approving payment to **Long Lewis Ford**, Decatur, Alabama, for the purchase of miscellaneous OEM Ford automotive parts as needed, for a period of one (1) year, in accordance with Sourcewell Purchasing Program, Contract #101520-FMC for the Equipment Management Department. [G/L Account: **001.151-004**] (Submitted by the Mayor) (Recommended by the Purchasing Agent and the Director of Equipment Management)

**CONSENT**

**ITEM 17.**

A Resolution approving payment to **NAPA Genuine Parts**, Atlanta, Georgia, for the purchase of miscellaneous aftermarket automotive parts as needed, for a period of one (1) year, in accordance with Sourcewell Purchasing Program, Contract #032521-GPC for the Equipment Management Department. **[G/L Account: 001.151-004]** (Submitted by the Mayor) (Recommended by the Purchasing Agent and the Director of Equipment Management)

**CONSENT**

**ITEM 18.**

A Resolution approving payment to **O'Reilly Automotive Stores, Inc.**, Springfield, Missouri, in the amount of \$100,000.00 for miscellaneous automotive parts, in accordance with Sourcewell Purchasing Program, Contract #032521-ORA for the Equipment Management Department. **[G/L Account: 001.151-004]** (Submitted by the Mayor) (Recommended by the Purchasing Agent and the Director of Equipment Management)

**CONSENT**

**ITEM 19.**

A Resolution approving payment to **Stivers Ford Lincoln Mercury**, Montgomery, Alabama, for the purchase of miscellaneous OEM Ford automotive parts as needed, for a period of one (1) year, in accordance with Sourcewell Purchasing Program, Contract #101520-FMC for the Equipment Management Department. **[G/L Account: 001.151-004]** (Submitted by the Mayor) (Recommended by the Purchasing Agent and the Director of Equipment Management)

**CONSENT**

**ITEM 20.**

A Resolution approving payment to **Town and Country Ford**, Bessemer, Alabama, for the purchase of miscellaneous OEM Ford automotive parts as needed, for a period of one (1) year, in accordance with Sourcewell Purchasing Program, Contract #101520-FMC for the Equipment Management Department. **[G/L Account: 001.151-004]** (Submitted by the Mayor) (Recommended by the Purchasing Agent and the Director of Equipment Management)

**CONSENT**

**ITEM 21.**

A Resolution approving payment to **US Foods**, Atlanta, Georgia, for the purchase of food for catered events at unit prices on file in the office of the Purchasing Agent, for the Arlington House, in accordance with Omnia Partners Contract #040522-USF. **[Appropriated for in the FY2023-2024**

**Budget, G/L Account: 001\_074\_01020\_01022.523-004]** (Submitted by the Mayor) (Recommended by the Purchasing Agent and the Executive Director of Arlington House)

**CONSENT**

**ITEM 22.**

A Resolution approving payment to **Vogel Traffic Services, Inc. dba EZ-Liner Industries**, Orange City, Iowa, in the amount of \$517,427.71 for the purchase of a 2024 EZ-Liner Model TS-AL220 Truck Mounted Stripping Machine with optional features, at unit prices on file in the office of the Purchasing Agent, for the Equipment Management Department, in accordance with Sourcewell, Contract #080521-EZL. **[Appropriated for in the FY 2023-2024 Budget; G/L Account: 102\_000.600-007; Project Codes: EM102CP 004007\_002 and EM102CP 0C4006\_001]** (Submitted by the Mayor) (Recommended by the Purchasing Agent and the Director of Equipment Management)

**CONSENT**

**ITEM 23.**

A Resolution approving the itemized expense accounts of appointed officials. (Submitted by the Mayor) (Recommended by the Director of Finance)\*\*

**CONSENT**

**ITEM 24.**

A Resolution approving the itemized expense accounts of city employees. (Submitted by the Mayor) (Recommended by the Director of Finance)\*\*

**CONSENT**

**ITEM 25.**

A Resolution approving the advanced expense accounts of city employees. (Submitted by the Mayor) (Recommended by the Director of Finance)\*\*

**CONSENT**

**ITEM 26.**

A Resolution finding that the following three hundred fourteen (314) properties have noxious or dangerous weeds growing thereon declaring said properties to be a public nuisance and providing that notice shall be posted on each of said properties and notice sent by certified mail to the last person assessing these properties for state taxes and further providing for a public hearing **August 29, 2023**, to hear and consider all objections or protests to proposed abatement of these nuisances by the City:

(Submitted by the Mayor) (Recommended by the Public Improvements and Beautification Committee)

- 1 22-14-1-16-05.000-RR; 3525 27TH ST N, P O B 250 FT SE OF SE INTER 37TH AVE N & 27TH ST N TH SE 80 FT ALG 27TH ST N TH NE 190 FT TO ALLEY TH NW 80 FT TH SW 190 FT TO P O B BEING PART BLK 62 PARK PL,
- 2 22-14-1-16-08.000-RR; 3513 27TH ST N, THE S 45 FT OF W 1/2 BLOCK 62 PARK PLACE,
- 3 22-14-1-17-06.000-RR; 2620 35TH AVE N, P O B INTER E LINE 26TH ST N & S LINE NE 1/4 SEC 14 T17S R3W TH NW 198S FT ALG 26TH ST N TH NE 400S FT TH TH TO 27TH ST N TH SE 350S FT ALG 27TH ST N TH W 432S FT ALG S LINE NE 1/4 TO P O B BEING PART BLK 63 PARK PL,
- 4 22-14-3-04-04.000-RR; 1821 37TH AVE N, LOT 4 BLK 70 NORTH BHAM LAND COS ADD #5,
- 5 22-14-3-06-08.000-RR; 3517 20TH ST N, LOT 8 BLK 89 NORTH BHAM LAND COS ADD #5,
- 6 22-14-3-16-06.000-RR; 1909 35TH AVE N, LOT 7 BLK 110 NORTH BHAM,
- 7 22-14-3-16-07.000-RR; 1903 35TH AVE N, LOT 8 & E 1/2 OF LOT 10 BLK 110 NORTH BHAM,
- 8 22-14-3-16-09.000-RR; 1900 34TH AVE N, LOT 11 LOT 12 BLK 110 NORTH BHAM,
- 9 22-14-3-16-10.000-RR; 1904 34TH AVE N, LOT 13 BLK 110 NORTH BHAM,
- 10 22-14-4-03-01.000-RR; 3209 28TH PL N, LOTS 1& 2 BLK 140 NO BHAM,
- 11 22-14-4-06-03.000-RR; 2804 34TH AVE N, LOT 11 & E 1/2 LOT 9 BLK 101 NO BHAM,
- 12 22-14-4-07-01.000-RR; 2821 34TH AVE N, LOT 2 & E 1/2 LOT 1 BLK 121 NO BHAM,
- 13 22-14-4-07-03.000-RR; 2813 34TH AVE N, LOT 4 BLK 121 NO BHAM,
- 14 22-14-4-07-04.000-RR; 2809 34TH AVE N, LOT 5 BLK 121 NORTH BHAM,
- 15 22-14-4-07-09.000-RR; 2812 33RD AVE N, LOT 13 BLK 121 NO BHAM,
- 16 22-14-4-08-02.000-RR; 2815 33RD AVE N, LOT 4 BLK 141 NO BHAM,
- 17 22-14-4-08-03.000-RR; 2811 33RD AVE N, LOT 5 BLK 141 NO BHAM,
- 18 22-14-4-18-02.000-RR; 2723 33RD AVE N, LOT 3 & W 1/2 OF LOT 1 BLK 142 142 NORTH BHAM LAND COS SUR,
- 19 22-14-4-19-01.000-RR; 3324 28TH ST N, LOTS 2 & 3 BLK 122 NO BHAM,
- 20 22-14-4-19-04.000-RR; 2713 34TH AVE N, LOT 6 BLK 122 NO BHAM,

- 21 22-14-4-19-05.000-RR; 2709 34TH AVE N, LOTS 7 THRU 10 BLK 122 NO BHAM 1/111,
- 22 22-14-4-19-12.000-RR; 2718 33RD AVE N, LOT 17 BLK 122 NO BHAM LAND CO,
- 23 22-14-4-19-13.000-RR; 2722 33RD AVE N, LOT 18 & W 1/2 OF LOT 20 BLK 122 NO BHAM,
- 24 22-14-4-22-08.000-RR; 2620 34TH AVE N, LOT 17 BLK 103 NO BHAM,
- 25 22-14-4-23-02.000-RR; 2621 34TH AVE N, LOTS 4 & 5 BLK 123 NO BHAM,
- 26 22-14-4-23-03.000-RR; 2609 34TH AVE N, LOTS 6 & 7 BLK 123 NO BHAM,
- 27 22-14-4-46-01.000-RR; 2329 30TH AVE N, LOT 2 & E 1/2 LOT 1 BLK 206 NO BHAM,
- 28 22-14-4-46-02.000-RR; 2325 30TH AVE N, LOT 3 & W 1/2 LOT 1 BLK 206 NO BHAM,
- 29 22-14-4-46-03.000-RR; 2323 30TH AVE N, LOT 4 BLK 206 NORTH BHAM 1/111,
- 30 22-14-4-46-05.000-RR; 2313 30TH AVE N, LOT 6 BLK 206 NO BHAM,
- 31 22-15-4-04-01.000-RR; 3845 CENTER ST W, LOTS 1 THRU 3 BLK 1 J H BERRYS ADD TO HOOPER CITY,
- 32 22-20-1-03-19.000-RR; 1504 CHEVELLE ST, LOT 25 BLK 8 SMITHFIELD ESTS 1ST ADD 2ND SECT,
- 33 22-20-2-01-13.000-RR; 984 CHICHESTER DR, LOT 27 BLK 9 SMITHFIELD ESTATES 1ST ADD 3RD SECTOR,
- 34 22-20-2-01-33.000-RR; 904 CHICHESTER DR, LOT 7 BLK 9 SMITHFIELD ESTS 1ST ADD 2ND SECT,
- 35 22-20-4-01-29.000-RR; 1617 BROOKFIELD LN, LOT 5 BLK 1 SMITHFIELD ESTS 1ST SECT,
- 36 22-20-4-08-07.000-RR; 1520 LAFAYETTE ST, LOT 18 BLK 6 TENN LD CO 2ND ADD TO PRATT CITY,
- 37 22-20-4-08-12.000-RR; 716 CHERRY AVE, LOT 5 BLK 6 TENN LD COS 2ND ADD TO PRATT CITY,
- 38 22-21-3-03-28.000-RR; 1742 HUNTINGTON DR, LOT 14 BLK 5 HUNTINGTON HILLS 2ND SECTOR AMENDED MAP 129/53,
- 39 22-24-4-24-01.000-RR; 1411 28TH ST N, LOT 23 BLK 30 BHAM RLTY COS ADD NO 4,
- 40 22-25-2-09-02.000-RR; 1129 CARRAWAY BLVD, LOT 1-B TRINITY CME CHURCH RESUR NO 1 PB 242 PG 79 BEING A RESUR OF LOT 1-A TRINITY CME CHURCH RESUR OF BHAM BLOCK 638 PB 241 PG 2,



- 41 22-26-3-01-08.000-RR; 1422 16TH ST N, LOT 4 HENRY & PUCKETT ADDITION,
- 42 22-26-3-03-14.000-RR; 1312 13TH ST N, N 50 FT LOTS 1+2+3 BLK B FOUNTAIN HGTS,
- 43 22-26-3-03-18.000-RR; 1334 13TH ST N, S 30 FT OF N 60 FT OF E 160 FT OF LOT 14 BLK B FOUNTAIN HGTS HEIGHTS,
- 44 22-26-3-03-19.000-RR; 1336 13TH ST N, N 30 FT OF E 106 FT OF LOT 14 BLK B FOUNTAIN HGTS,
- 45 22-26-3-06-02.000 -RR; 1229 13TH AVE N, P O B 50 FT W OF THE S W INTER OF 13TH ST N & 13TH AVE N TH W 50 FT ALG AVE TH S 146.5 FT TH E 50 FT TH N 146.5 FT TO P O B BEING PT OF LOTS 17 & 18 BLK A FOUNTAIN HGTS,
- 46 22-26-4-21-07.000-RR; 1616 13TH AVE N, BEG 115S FT NE OF INTER OF NW RW OF 13TH AVE N & TH E RW OF 16TH ST N TH NE 50 FT TH NW 151 FT TH SW 50 FT TH SE 151 FT TO POB BEING PT OF LOT 3 BLK 20 J M WARE SURVEY SEC 26 TWSP 17S R3W,
- 47 22-26-4-21-09.000-RR; 1620 13TH AVE N, BEG 230 FT NE OF TH NW RW OF 13TH AVE N & TH E RW OF 16TH ST N TH NE 100 FT TH NW 202 FT TH SW 100 FT TH SE 202 FT TO POB BEING PT OF LOT 2 BLK 20 J M WARE SUR,
- 48 22-26-4-25-12.000-RR; 1334 16TH ST N, P O B S W INTER OF 14TH AVE N & 16TH ST N TH S E 50 FT ALG ST TH W 101.6 FT TH N 44.5 FT TO 14TH AVE N TH E 76.7 FT ALG AVE TO P O B BEING PT OF LOT A HAIL & HAYES SUR SECT 26 TWSP 17 S RANGE 3W,
- 49 22-27-3-12-15.000-RR; 1146 5TH ST W, N 50 FT OF LOTS 15+16 BLK 7 SPAULDING,
- 50 22-27-3-13-10.000-RR; 1145 5TH ST W, N 1/2 OF LOT 9 BLK 6 SPAULDING,
- 51 22-27-3-13-20.000-RR; 1148 4TH ST W, N 50 FT OF LOTS 15+16 BLK 6 SPAULDING,
- 52 22-27-4-16-06.000-RR; 300 13TH CT N, W 70 FT LOTS 1 & 2 BLK 10 MAP OF NEW ZEALAND,
- 53 22-27-4-16-07.000-RR; 304 13TH CT N, E 45 FT OF W 115 FT LOTS 1 & 2 BLK 10 MAP OF NEW ZEALAND,
- 54 22-27-4-17-02.000-RR; 1325 3RD ST N, S 25 FT OF W 50 FT OF LOT 7 BLK 7 MAP OF NEW ZEALAND,
- 55 22-27-4-17-06.000-RR; 1305 3RD ST N, W 150 FT LOT 2 BLK 7 MAP OF NEW ZEALAND,
- 56 22-27-4-18-01.000-RR; 1331 2ND ST N, LOT 8 BLK 8 MAP OF NEW ZEALAND,
- 57 22-27-4-23-11.000-RR; 112 BANKHEAD HWY W, LOT 1 ROBERTSON'S RESUR OF LOT E NO SMITHFIELD RESUR 128/33,

- 58 22-27-4-23-13.000-RR; 120 BANKHEAD HWY W, E 50 FT LOT C RESUBD OF A PORTION OF NO SMITHFIELD & ADJOINING PROPERTY SEC 27 TWSP 17S R3W,
- 59 22-27-4-23-14.000-RR; 124 BANKHEAD HWY W, W 50 FT OF E 100 FT LOT C RESUB OF A PORTION OF NO SMITHFIELD & ADJOINING PROPERTY,
- 60 22-27-4-27-01.000-RR; 1260 3RD ST N, E 1/2 LOT 8 BLK 5 NEW ZEALAND,
- 61 22-27-4-28-03.000-RR; 1257 3RD ST N, LOT 7 BLK 6 MAP OF NEW ZEALAND,
- 62 22-27-4-28-04.000-RR; 1253 3RD ST N, LOT 6 BLK 6 MAP OF NEW ZEALAND,
- 63 22-27-4-28-05.000-RR; 1249 3RD ST N, LOT 5 BLK 6 MAP OF NEW ZEALAND,
- 64 22-27-4-28-06.000-RR; 1245 3RD ST N, LOT 4 BLK 6 MAP OF NEW ZEALAND,
- 65 22-27-4-28-07.000-RR; 1241 3RD ST N, LOT 3 BLK 6 MAP OF NEW ZEALAND,
- 66 22-27-4-28-08.000-RR; 300 12TH TER N, W 25 FT LOTS 1 & 2 BLK 6 MAP OF NEW ZEALAND,
- 67 22-27-4-29-02.000-RR; 1229 3RD ST N, THE W 120 FT OF LOT 8 BLK 3 MAP OF NEW ZEALAND,
- 68 22-27-4-29-07.000-RR; 1201 3RD ST N, LOTS 1 & 2 BLK 3 MAP OF NEW ZEALAND,
- 69 22-27-4-30-05.000-RR; 1212 3RD ST N, LOT 4 BLK 4 MAP OF NEW ZEALAND,
- 70 22-27-4-34-02.000-RR; 105 BANKHEAD HWY W, ALL LOT 2 LYING SE OF BANKHEAD HWY R/W ALSO S 50 FT OF LOT 1 BEING IN BLK 44 MAP OF SMITHFIELD (NORTH)SEC 27 TWSP 17S R3W,
- 71 22-27-4-34-03.000-RR; 109 BANKHEAD HWY W, PT OF LOT 3 BLK 44 MAP OF SMITHFIELD LYING SE OF BANKHEAD HWY R/W (NORTH) 1/149,
- 72 22-27-4-34-04.000-RR; 113 BANKHEAD HWY W, PT LOT 4 BLK 44 MAP OF SMITHFIELD LYING SE OF BANKHEAD HWY R/W (NORTH) 1/149,
- 73 22-27-4-34-06.001-RR; 128 12TH AVE W, LOTS 1 THRU 3 MIKE LARUSSAS ADD TO EAST THOMAS PB 28 PG 79,
- 74 22-31-4-12-19.000-RR; 1800 18TH ST, LOT 21 BLK A UNIT LD COS 1ST ADD TO ENSLEY,
- 75 22-31-4-12-30.000-RR; 1860 18TH ST, LOT 38 BLK A UNIT LAND COS 1ST ADD TO ENSLEY,
- 76 22-31-4-12-32.000-RR; 1864 18TH ST, LOT 40 BLK A UNIT LAND COS 1ST ADD TO ENSLEY,
- 77 22-31-4-12-33.000-RR; 1868 18TH ST, LOT 41 BLK A UNIT LD COS 1ST ADD TO ENSLEY,

- 78 22-31-4-34-01.000-RR; 1867 18TH ST, POB SW INTER 18TH ST & AVE S TH S 94 FT S ALG AVE S TH W 40 FT TH N 94 S FT TO 18TH ST TH E 40 FT ALG 18TH ST TO POB BEING PART LOT 33 BLK 1 ENSLEY RLTY CO ADD TO ENSLEY,
- 79 22-31-4-34-06.000-RR; 1851 18TH ST, LOT 28 BLK 1 ENSLEY RLTY COS ADD TO ENSLEY,
- 80 22-31-4-34-08.000-RR; 1841 18TH ST, LOT 26 BLK 1 ENSLEY RLTY COS ADD TO ENSLEY,
- 81 22-31-4-34-09.000-RR; 1839 18TH ST, LOT 25 BLK 1 ENSLEY REALTY COS ADD TO ENSLEY,
- 82 22-31-4-34-11.000-RR; 1827 18TH ST, LOT F ENSLEY RLTY COS ADD TO ENSLEY RESUR OF LOTS 19 TO 24 BLK 1,
- 83 22-31-4-34-17.000-RR; 1815 18TH ST, LOT 18 BLK 1 ENSLEY RLTY COS ADD TO ENSLEY,
- 84 22-31-4-34-18.000-RR; 1811 18TH ST, LOT 17 BLK 1 ENSLEY RLTY COS ADD TO ENSLEY,
- 85 22-31-4-34-19.000-RR; 1809 18TH ST, LOT 16 BLK 1 ENSLEY RLTY COS ADD TO ENSLEY,
- 86 22-31-4-34-21.000-RR; 1805 18TH ST, LOT 14 BLK 1 ENSLEY RLTY COS ADD TO ENSLEY,
- 87 22-32-2-13-03.000-RR; 2113 10TH WAY, E 47 FT OF W 57 FT OF LOTS 1+2 +3 BLK 10 HUEY LAND CO SUR,
- 88 22-32-4-35-14.000-RR; 2701 20TH PL W, LOTS 8 & 9 BLK K VIRGINIA HTS,
- 89 22-33-1-12-02.000-RR; 731 9TH CT W, LOT 6 BLK 10 COLLEGE HGLDS SUR OF COLLEGE HGLDS,
- 90 22-33-1-12-04.000-RR; 735 9TH CT W, LOT 4 BLK 10 COLLEGE HGLDS,
- 92 22-33-3-02-07.000-RR; 1620 8TH CT W, LOT 7 BLK 4 RIDGEWOOD PARK 1 ADD,
- 92 22-33-3-02-08.000-RR; 1616 8TH CT W, LOT 8 & W 1/2 LOT 9 BLK 4 RIDGEWOOD PARK 1ST ADD,
- 93 22-33-4-01-08.000-RR; 734 8TH CT W, LOT 12 BLK 1 OWENTON,
- 94 22-33-4-01-10.000-RR; 724 8TH CT W, LOT 14 & W 7 FT LOT 15 BLK 1 OWENTON,
- 95 22-33-4-14-02.000-RR; 729 GRAYMONT AVE W, LOT 8 BLK 13 OWENTON LESS & EXC R/W,
- 96 22-33-4-24-01.000-RR; 725 4TH CT W, LOT 7 BLK 19 OWENTON,
- 97 22-34-2-18-02.000-RR; 705 9TH AVE W, LOT 12 BLK 2 MAP OF UNIVERSITY HEIGHTS,

- 98 22-34-3-05-03.000-RR; 506 8TH CT W, W 77 FT OF LOTS 3 & 4 BLK 5 R N GREEN S ADD TO OWENTON,
- 99 22-34-3-06-05.000-RR; 816 5TH PL W, LOT 8 BLK 3 R N GREEN S ADD TO OWENTON,
- 100 22-34-3-08-04.000-RR; 722 8TH CT W, LOT 15 BLK 1 RW OWENS EX W 7 FT,
- 101 22-34-3-08-06.000-RR; 716 8TH CT W, LOT 17 & W 10 FT LOT 18 BLK 1 RW OWENS,
- 102 22-34-3-10-11.000-RR; 640 8TH AVE W, P O B 50 FT E OF THE N E INTER OF 7TH ST W & 8TH AVE W TH E 50 FT ALG 8TH AVE W TH N 110 FT TO ALLEY TH S W,
- 103 22-34-3-10-12.000-RR; 638 8TH AVE W, P O B 100 FT E OF THE N E INTER OF 7TH ST W & 8TH AVE W TH E 50 FT ALG 8TH AVE W TH NW LY 137 FT TO ALLEY TH S W 35 FT TH S 117 FT D 110S FT TO P O B BEING PT OF BLK 2 R N GREENS ADD TO OWENTON,
- 104 22-34-3-10-16.000-RR; 604 8TH AVE W, P O B 70 FT S W OF THE INTER OF W LINE 6TH ST W & N LINE 8TH AVE W TH SW 110 FT ALG 8TH AVE W TH N W 270S FT TO ALLEY TH N 23S FT TH E 127S FT TH S E 208S FT TO P O B BEING PT OF BLK 2 R N GREENS ADD TO OWENTON SEC 34 T 17S R 3W,
- 105 22-34-3-11-01.000-RR; 829 5TH PL W, LOT A & N 5 FT OF LOT D A RESURVEY OF BLK 4 R N ADD TO OWENTON GRAYMONT GARDENS,
- 106 22-34-3-11-03.000-RR; 801 6TH ST W, LOT C & LOT D EXC N 5 FT OF BLK 4 RN GREENS ADD TO OWENTON GRAYMONT GARDENS A RESURVEY,
- 107 22-34-3-16-02.000-RR; 607 7TH ST W, P O B 62S FT S OF THE SW INTER OF 7TH AVE WEST AND E ROW 7TH STREET WEST TH S 102S FT E 50S FT N 102S FT W 50S FT TO P O B SECT 34 TWSP 17S RANGE 3W,
- 108 22-34-3-16-03.000-RR; 603 7TH ST W, LOT 7 BLK 7 RESURVEY OF BLK 7 OF R N GREENS ADD TO OWENTON OWENTON,
- 109 22-34-3-16-06.000-RR; 517 7TH ST W, LOT 11 GREENE HEIRS ADD TO MAP OF OWENTON,
- 110 22-34-3-16-11.000-RR; 608 GRAYMONT AVE W, LOT 1 GREEN HEIRS ADD TO MAP OF OWENTON,
- 111 22-34-3-16-12.000-RR; 502 6TH ST W, LOT 2 GREEN HEIRS ADD TO MAP OF OWENTON,
- 112 22-34-3-18-04.000-RR; 717 8TH AVE W, LOT 5 BLK 7 R W OWENS ADD TO BHAM,
- 113 22-34-3-18-05.000-RR; 721 8TH AVE W, LOT 6 BLK 7 R W OWENS ADDITION TO BHAM,
- 114 22-34-3-18-14.000-RR; 700 7TH ST W, S 45 FT LOTS 1-2 BLK 7 R W OWENS ADD TO BHAM,

- 115 22-34-3-19-09.000-RR; 708 GRAYMONT AVE W, LOT 18 BLK 12 R W OWENS ADD TO BHAM,
- 116 22-34-3-20-02.000-RR; 705 GRAYMONT AVE W, LOT 2 BLK 13 R W OWENS ADD TO BHAM,
- 117 22-34-3-20-03.000-RR; 709 GRAYMONT AVE W, LOT 3 BLK 13 R W OWENS ADD TO BHAM,
- 118 22-34-3-20-05.000-RR; 715 GRAYMONT AVE W, LOT 5 BLK 13 R W OWENS ADD TO BHAM LESS & EXC R/W,
- 119 22-34-3-21-11.000-RR; 620 4TH CT W, LOT 17 BLK 14 1ST ADDITION TO EARLE PLACE,
- 120 22-34-3-21-12.000-RR; 616 4TH CT W, LOT 18 BLK 14 1ST ADDITION TO EARLE PLACE,
- 121 22-34-3-22-16.000-RR; 525 GRAYMONT AVE W, LOTS 6 & 7 BLK 15 1ST ADDITION TO EARLE PLACE,
- 122 22-34-3-23-01.000-RR; 461 5TH PL W, LOT 8 BLK 16 1ST ADDITION TO EARLE PL 1ST ADD,
- 123 22-34-3-23-02.000-RR; 459 5TH PL W, LOT 9 BLK 16 1ST ADDITION TO EARLE PLACE,
- 124 22-34-3-23-06.000-RR; 443 5TH PL W, LOT 13 BLK 16 1ST ADDITION TO EARLE PLACE,
- 125 22-34-3-25-01.000-RR; 315 GRAYMONT AVE W, LOTS 8-9 BLK 18 1ST ADD TO EARLE PLACE IMPROVEMENTS,
- 126 22-34-3-32-04.000-RR; 713 4TH CT W, LOT 4 BLK 19 R W OWENS ADDITION TO BHAM,
- 127 22-34-4-28-03.000-RR; 123 4TH CT N, LOT 3 BLK 16 MAP OF SMITHFIELD (SOUTH),
- 128 22-34-4-29-04.000-RR; 17 4TH CT N, W 33-1/3 FT LOT 4 BLK 7 MAP OF SMITHFIELD (SOUTH),
- 129 22-34-4-29-05.000-RR; 13 4TH CT N, LOT 5 BLK 7 MAP OF SMITHFIELD (SOUTH),
- 130 22-34-4-29-11.000-RR; 32 4TH AVE N, E 16.67 FT LOT 13 & W 16.67 FT LOT 14 BLK 7 MAP OF SMITHFIELD (SOUTH),
- 131 22-34-4-29-12.000-RR; 36 4TH AVE N, E 33.33 FT OF LOT 14 BLK 7 MAP OF SMITHFIELD (SOUTH),
- 132 22-35-3-26-02.000-RR; 521 4TH TER N, P O B 70 FT W OF THE INTER OF W LY R/W S C L R R & S LINE 4TH TERR N TH W 50 FT ALG 4TH TERR N TH S 140 FT TO R R R/W TH NE LY 70 FT S ALG R R R/W TH N 90 FT S TO P O B BEING LOT 3 BLK 44 MAP OF SMITHFIELD (SOUTH),

- 133 22-35-3-26-03.000-RR; 517 4TH TER N, LOT 4 BLK 44 MAP OF SMITHFIELD (SOUTH),
- 134 23-07-3-03-01.000-RR; 4525 FRED L SHUTTLESWORTH DR, POB W INTER 36TH PL N & 45TH AVE N TH W 100 FT TH N 132 FT TH NE 120 FT TH S 200 FT TO POB SEC 7 T17S R2W,
- 135 23-07-3-03-04.000-RR; 4501 FRED L SHUTTLESWORTH DR, COM SE COR OF NW 1/4 OF SW 1/4 SEC 7 TP 17 R 2 TH W 256.7 FT TO POB TH NW 12.6 FT TH NE 122 FT TH S 84 FT TH W 90 FT TO POB SECT 07 TWP 17S RANGE 2W,
- 136 23-07-3-04-03.000-RR; 4515 36TH PL N, LOTS 3 THRU 6 BLK 1 M H HINES 1ST ADD TO HARRIMAN PARK PB 27 PG 30,
- 137 23-07-3-04-05.000-RR; 4505 36TH PL N, LOT 2 BLK 1 M A HINES 1ST ADD TO HARRIMAN PARK,
- 138 23-07-3-04-06.000-RR; 4501 36TH PL N, LOT 1 BLK 1 M A HINES 1ST ADD TO HARRIMAN PARK,
- 139 23-07-3-04-09.000-RR; 4508 37TH ST N, LOTS 8 & 9 BLK 1 M A HINES 1ST ADD TO HARRIMAN PARK,
- 140 23-07-3-04-13.000-RR; 4509 37TH ST N, LOT 3 BLK 2 M A HINES 1ST ADD TO HARRIMAN PARK,
- 141 23-07-3-04-17.000-RR; 4508 38TH ST N, LOTS 8 & 9 BLK 2 M A HINES 1ST ADD TO HARRIMAN PARK,
- 142 23-07-3-04-18.000-RR; 4512 38TH ST N, LOT 7 BLK 2 M A HINES 1ST ADD TO HARRIMAN PARK,
- 143 23-07-3-04-20.000-RR; 4509 38TH ST N, LOT 3 BLK 3 M A HINES 1ST ADD HARRIMAN PARK,
- 144 23-07-3-04-21.000-RR; 4505 38TH ST N, LOT 2 BLK 3 M A HINES 1ST ADD TO HARRIMAN PARK,
- 145 23-07-3-04-22.000-RR; 4501 38TH ST N, LOT 1 BLK 3 M A HINES 1ST ADD TO HARRIMAN PARK,
- 146 23-07-3-05-09.000-RR; 3709 45TH AVE N, LOT 3 BLK 5 M A HINES 1ST ADD TO HARRIMAN PARK,
- 147 23-07-3-06-01.000-RR; 3653 45TH AVE N, LOT 8 BLOCK 4 M A HINES 1ST AD D TO HARRIMAN PARK,
- 148 23-07-3-06-08.000-RR; 3621 45TH AVE N, LOT 13 BLK 1 HARRIMAN PARK 16/73,
- 149 23-11-4-20-08.000-RR; 8255 VASSAR AVE, LOT 34 BLK 45 SO HGLDS OF EAST LAKE,
- 150 23-11-4-21-14.000-RR; 8256 VASSAR AVE, LOT 13 BLK 46 S HGLDS OF EAST LAKE \*,

- 151 23-12-3-01-23.000-RR; 8600 10TH AVE S, LOT 9 BLK 219 ROEBUCK GROVE,
- 152 23-12-3-06-21.000-RR; 8424 9TH AVE S, LOT 18 BLK 217 LAKEWOOD,
- 153 23-12-3-06-23.000-RR; 8432 9TH AVE S, LOT 16 BLK 217 LAKEWOOD,
- 154 23-12-3-07-08.000-RR; 8417 9TH AVE S, LOTS 5+6 BLK 216 LAKEWOOD,
- 155 23-12-3-07-18.000-RR; 8410 10TH AVE S, LOT 24 BLK 216 LAKEWOOD,
- 156 23-12-3-07-20.000-RR; 8416 10TH AVE S, LOT 21 BLK 216 LAKEWOOD LAKEWOOD,
- 157 23-12-3-08-12.000-RR; 8525 10TH AVE S, LOT 10 BLK 220 ROEBUCK SPRINGS LD COS RESUR OF BLKS 215 & 218 & 219 LAKEWOOD,
- 158 23-12-3-08-13.000-RR; 8521 10TH AVE S, LOT 11 BLK 220 ROEBUCK SPRINGS LD COS RESUR OF BLKS 215 218 & 219 LAKEWOOD,
- 159 23-12-3-10-02.000-RR; 8339 10TH AVE S, NE 1/2 OF LOTS 12 & 13 & NW 10 FT OF NE 1/2 OF LOT 14 BLK 214 W H HOOD RESUR OF BLK 205 & 214 & PT OF 204 & 215 LAKEWOOD,
- 160 23-12-3-11-12.000-RR; 901 83RD ST S, NW 55 FT OF LOTS 1 & 2 ALSO NW 55 FT OF SW 30 FT OF LOT 3 BLK 213 LAKEWOOD LAKEWOOD,
- 161 23-12-3-11-13.000-RR; 905 83RD ST S, P O B 55 FT S E OF N E INTER OF 83RD ST S & 9TH AVE S TH S E 55 FT ALG 83RD ST S TH N E 142.5 FT TH N W 55 FT TH S W 142.5 FT TO P O B BEING PT LOTS 1 2 3 BLK 213 LAKEWOOD,
- 162 23-12-3-11-14.000-RR; 909 83RD ST S, THE SE 55 FT OF NW 165 FT OF LOTS 1 & 2 BLK 213 LAKEWOOD,
- 163 23-12-3-11-17.000-RR; 919 83RD ST S, LOTS 1 & 2 AND LOTS 5 & 6 JOSH MERRITTS RESUR OF LOTS 22-26 BLK 213 LAKEWOOD 19/46,
- 164 23-12-3-11-22.000-RR; 8316 10TH AVE S, LOT 8 JOSH MERRITTS RESUR OF LOTS 22 THRU 26 BLK 213 LAKEWOOD,
- 165 23-12-3-12-13.000-RR; 8320 9TH AVE S, LOT 21 BLK 212 LAKEWOOD,
- 166 23-12-3-14-05.000-RR; 818 83RD ST S, NW 58 FT LOTS 11 & 12 & NW 57 FT LOT 13 BLK 211 LAKEWOOD,
- 167 23-15-3-21-15.000-RR; 303 67TH ST N, LOT 3 BLK 4 GROVELAND,
- 168 23-15-3-21-16.000-RR; 301 67TH ST N, LOT 2 BLK 4 GROVELAND,
- 169 23-15-3-27-01.000-RR; 6613 4TH AVE N, LOTS 18+19 BLK 2 GROVELAND,
- 170 23-15-3-27-02.000-RR; 6611 4TH AVE N, LOTS 16+17 BLK 2 GROVELAND,
- 171 23-20-1-01-15.000-RR; 4824 14TH AVE N, LOT 4 BLK 8 WHALEY ADD TO BHAM,

- 172 23-20-3-11-28.000-RR; 860 42ND PL N, LOT 20 BLK 6 KINGSTON,
- 173 23-20-3-11-32.000-RR; 4215 RICHARD ARRINGTON JR BLVD N, LOTS 24 & 25  
BLK 6 KINGSTON,
- 174 23-20-3-12-02.000-RR; 861 42ND PL N, LOT 3 BLK 7 KINGSTON,
- 175 23-20-3-12-11.000-RR; 821 42ND PL N, LOT 3 BLK A KING LAND & IMP ADD  
TO KINGSTON 5/117,
- 176 23-20-3-13-26.000-RR; 856 44TH ST N, LOT 11 BLK 8 KINGSTON,
- 177 23-20-3-14-17.000-RR; 892 44TH PL N, LOTS 19 & 20 BLK 9 KINGSTON,
- 178 23-20-4-09-30.000-RR; 804 47TH PL N, LOTS 27 & 28 J B GIBSON SUR,
- 179 23-20-4-09-34.000-RR; 820 47TH PL N, LOTS 19 & 20 J B GIBSON SURVEY,
- 180 23-20-4-09-38.000-RR; 836 47TH PL N, LOTS 11 & 12 J B GIBSON 5/81,
- 181 23-20-4-30-14.000-RR; 4928 2ND AVE N, LOT 13 BLK 7 WOODLAWN RLTY  
COS 1ST ADD,
- 182 23-20-4-32-02.000-RR; 4827 2ND AVE N, LOT 2 BLK 9 WOODLAWN RLTY COS  
1ST ADD,
- 183 23-21-2-13-10.000-RR; 971 53RD ST N, LOT 11 BLK 2 NANCY A WOOD,
- 184 23-21-2-13-11.000-RR; 969 53RD ST N, LOT 10 BLK 2 NANCY A WOOD,
- 185 23-21-2-14-26.000-RR; 955 52ND PL N, N 50 FT OF LOT 1 F O SHERRODS ADTN  
TO WOODLAWN,
- 186 23-21-2-14-37.000-RR; 960 53RD ST N, LOT 6 BLK 1 NANCY A WOOD,
- 187 23-21-3-10-06.000-RR; 5025 2ND AVE N, LOT 19 BLK 1 MONTGOMERY &  
PARKS SURVEY,
- 188 23-220-3-12-15.000-RR; 4224 8TH AVE N, LOT 8 BLK A PARKSIDE HOMES INC  
RESUR OF LOTS 7-8-9-17-18-19 BLK A & LOTS 10-11-12-13 BLK L KING LD &  
IMP CO ADD TO,
- 189 23-27-1-02-01.000-RR; 7040 CRESTWOOD BLVD, P O B W INTER OF  
CRESTHILL RD & CRESTWOOD BLVD TH NW LY 550 FT S ALG BLVD TH SE  
LY 219.9 FT TH E LY 245.8 FT TH N E 106.9 FT 714 E 160 FT TO CREST -HILL  
RD TH N 95 FT S ALG RD TO POB SEC 27 TP 17 R3 SECT 27 TWSP 17S RANGE  
2W,
- 190 23-28-4-13-21.000-RR; 5244 CLAIRMONT AVE, LOT 17 BLK 8 CRESTWOOD  
HILLS 6TH SECTOR,
- 191 29-01-3-18-18.000-RR; 1138 16TH AVE S, E 42-1/2 FT LOT 2 BLINN EST IMP CO,
- 192 29-01-4-33-03.000-RR; 1530 13TH PL S, LOT 1A LORINO'S RESUR PB 220 PG 77,



- 193 29-03-1-01-02.000-RR; 300 2ND TER N, LOT 9 BLK 33 (SOUTH) SMITHFIELD,
- 194 29-03-1-10-01.000-RR; 322 2ND CT N, PT BLK 34 (SOUTH) SMITHFIELD DESC AS BEG NW COR BLK 34 TH E 113 FT TO POB TH E 125 FT S TH SWLY 115 FT S TH NLY 55 FT TO POB,
- 195 29-03-1-11-02.000-RR; 221 2ND CT N, LOT 16 OF MAP OF PROPERTY OF I F MCCARTHY & F R HOWARD,
- 196 29-03-1-11-03.000-RR; 217 2ND CT N, NE 44 FT OF LOT 15 OF MAP OF PROPERTY OF I F MCCARTHY & F R HOWARD,
- 197 29-03-1-11-05.000-RR; 209 2ND CT N, LOT 13 OF MAP OF PROPERTY OF I F MCCARTHY & F R HOWARD,
- 198 29-03-2-05-03.000-RR; 712 4TH AVE W, LOT 17 BLK 19 OWENTON,
- 199 29-03-2-06-03.000-RR; 705 4TH AVE W, LOT 3 BLK 24 OWENTON,
- 200 29-04-2-06-07.000-RR; 1724 4TH AVE W, LOT 1 BLK 54 COMPTON PLACE,
- 201 29-04-3-13-13.000-RR; 1410 WOODLAND AVE SW, LOT 23 & W 16 2/3 OF LOT 24 WEST END 1/38,
- 202 29-04-3-14-06.001-RR; 1340 WOODLAND AVE, LOT 14 BLK 40 WEST END LAND & IMP CO PB 1 PG 38,
- 203 29-04-3-17-01.000-RR; 1401 WOODLAND AVE SW, N 140 FT LOT 1 BLK 28 WEST END LAND & IMP CO,
- 204 29-04-3-23-24.000-RR; 420 14TH ST SW, S 40 FT OF N 80 FT OF LOTS 23- 24 BLK 26 WEST END LAND & IMP CO,
- 205 29-04-3-23-25.000-RR; 418 14TH ST SW, N 40 FT OF LOTS 23-24 BLK 26 WEST END LAND & IMP CO,
- 206 29-05-1-23-36.000-RR; 2912 ANNISTON AVE, S 1/2 LOT 2 SANDEFUR SUR,
- 207 29-05-1-23-37.000-RR; 2908 ANNISTON AVE, N 1/2 LOT 2 SANDEFUR SUR,
- 208 29-05-1-24-06.000-RR; 2553 29TH ST W, LOT 13 BLK 6 FAIRVIEW PARK,
- 209 29-05-1-24-09.001-RR; 2541 29TH ST W, LOT 10A BLK 6 OF A RESUR OF LOT 10 BLK 6 FAIRVIEW PARK PB 170 PG 70,
- 210 29-05-2-24-06.000-RR; 2329 28TH ST W, LOT 7 & E 15 FT OF LOT 8 BLK 67 BHAM ENSLEY,
- 211 29-05-2-24-08.000-RR; 2317 28TH ST W, LOT 10 BLK 67 BHAM ENSLEY,
- 212 29-05-2-24-20.000-RR; 2416 29TH ST W, LOT 24 & E 15.1 FT LOT 23 BLK 67 BHAM ENSLEY,
- 213 29-05-2-24-23.000-RR; 2428 29TH ST W, LOT 27 BLK 67 BHAM ENSLEY,
- 214 29-05-2-24-26.000-RR; 2440 29TH ST W, LOT 30 BLK 67 BHAM-ENSLEY,

- 215 29-05-2-24-27.000-RR; 2444 29TH ST W, LOT 31 BLK 67 BHAM ENSLEY,
- 216 29-05-2-27-03.000-RR; 2315 29TH ST W, LOT 12 BLK 5 A L MCWILLIAMS SUR OF FAIRVIEW,
- 217 29-05-3-30-07.000-RR; 2109 BESSEMER RD, LOTS 1 & 2 & 3 BLK 2 OUTLAW'S ADD TO CENTRAL PARK PB 14 PG 42,
- 218 29-05-3-30-21.000-RR; 2156 46TH PL W, S 50 FT OF LOTS 14-15 & 16 BLK 1 SOUTH PARK,
- 219 29-05-3-35-02.000-RR; 2145 46TH PL W, LOT 5 BLK 2 SOUTH PARK,
- 220 29-06-4-01-06.000-RR; 1823 29TH ST, LOT 6 BLK 5 BHAM ENSLEY,
- 221 29-08-2-02-07.000-RR; 4737 AVENUE V, LOTS 4 & 5 & N 30 FT OF LOT 6 BETHEA & BURGER,
- 222 29-08-2-02-09.000-RR; 4757 AVENUE V, LOT 8 & NW 5 FT OF VACATED ALLEY LYING BETWEEN LOTS 8 & 9 BETHEA & BURGER SUR,
- 223 29-08-2-03-13.000-RR; 2116 47TH PL W, LOT 13 BLK 3 SOUTH PARK,
- 224 29-08-2-03-14.000-RR; 2120 47TH PL, LOT 14 BLK 3 SOUTH PARK,
- 225 29-08-2-05-15.000-RR; 4624 AVENUE U, LOT 20 & N 1/2 OF LOT 19 BLK 4 CENTRAL PARK 3RD ADD,
- 226 29-08-2-05-16.000-RR; 4620 AVENUE U, LOT 21 BLK 4 CENTRAL PARK 3RD ADD,
- 227 29-08-2-11-35.000-RR; 2117 47TH PL, LOT 7 BLK 4 SOUTH PARK,
- 228 29-08-2-11-41.000-RR; 4716 AVENUE U, LOTS 12 THRU 15 BLK 5 CENTRAL PARK 3RD SUR,
- 229 29-08-4-25-02.000-RR; 721 18TH WAY SW, LOTS 1-2-3 BLK 7 EUREKA,
- 230 29-08-4-25-03.000-RR; 725 18TH WAY SW, LOTS 4 & 5 BLK 7 EUREKA,
- 231 29-08-4-25-04.000-RR; 914 18TH WAY SW, LOT 6-7 BLK 7 EUREKA,
- 232 29-08-4-31-03.000-RR; 819 18TH PL SW, LOT 8 & S 15 FT LOT 7 BLK 9 EUREKA,
- 233 29-08-4-31-04.000-RR; 813 18TH PL SW, LOT 6 & N 15 FT LOT 7 BLK 9 EUREKA,
- 234 29-08-4-31-06.000-RR; 805 18TH PL SW, LOT 3 & S 10 FT LOT 2 & N 10 FT LOT 4 BLK 9 EUREKA,
- 235 29-08-4-33-05.000-RR; 909 18TH WAY SW, LOTS 5 & 6 BLK 17 EUREKA,
- 236 29-08-4-33-06.000-RR; 911 18TH WAY SW, LOT 7 BLK 17 EUREKA,
- 237 29-08-4-33-07.000-RR; 913 18TH WAY SW, LOT 8 BLK 17 EUREKA,

- 238 29-08-4-33-12.000-RR; 920 18TH PL SW, LOTS 13 & 14 BLK 17 EUREKA 5/68,
- 239 29-08-4-33-13.000-RR; 918 18TH PL SW, LOT 15 BLK 17 EUREKA,
- 240 29-08-4-33-14.000-RR; 916 18TH PL SW, LOT 16 BLK 17 EUREKA,
- 241 29-08-4-34-09.000-RR; 920 18TH WAY SW, LOTS 13 & 14 BLK 16 EUREKA,
- 242 29-08-4-34-12.000-RR; 910 18TH WAY SW, LOT 18 & S 1/2 OF LOT 19 BLK 16 EUREKA,
- 243 29-08-4-34-13.000-RR; 908 18TH WAY SW, N 1/2 LOT 19 & ALL LOT 20 BLK 16 EUREKA,
- 244 29-09-2-17-30.000-RR; 1552 COTTON AVE, P O B SE COR LOT 8 PRUITTS ADD TO WEST END TH NE 44S FT ALG COTTON AVE TH NW 190S FT TO ALLEY TH SW 44S FT TH SE 190 FT TO P O B LYING IN NE 1/4 OF NW 1/4 SEC 9 T18S R3W,
- 245 29-09-2-17-31.000-RR; 1548 COTTON AVE, P O B 44S FT NE OF SE COR LOT 8 PRUITTS ADD TO WEST END TH NE 44S FT ALG COTTON AVE TH NW 190S FT TH SW 44S FT TH SE 190S FT TO P O B LYING IN NE 1/4 OF NW 1/4 SEC 9 T18S R3W,
- 246 29-09-2-17-32.000-RR; 1544 COTTON AVE, P O B 210S FT SW OF INTER NW LINE COTTON AVE & E LINE NW 1/4 SEC 9 T18S R3W TH SW 43.6 FT ALG COTTON AVE TH NW 200D FT 190S FT TO ALLEY TH NE 43.6 FT TH SE 200D FT 190S FT TO P O B,
- 247 29-09-2-17-33.000-RR; 1540 COTTON AVE, P O B 165S FT SW OF INTER NW LINE COTTON AVE & E LINE NW 1/4 SEC 9 T18S R3W TH SW 44S FT ALG COTTON AVE TH NW 190S FT TO ALLEY TH NE 44S FT TH SE 190S FT TO P O B LYING IN NE 1/4 OF NW 1/4 SECT 09 TWSP 18S RANGE 3W,
- 248 29-09-2-17-34.000-RR; 1536 COTTON AVE, P O B 125S FT SW OF INTER NW LINE COTTON AVE & E LINE NW 1/4 SEC 9 T18S R3W TH SW 44S FT ALG COTTON AVE TH NW 190S FT TO ALLEY TH NE 44S FT TH SE 190S FT TO P O B LYING IN NE 1/4 OF NW 1/4,
- 249 29-09-2-18-07.000-RR; 1573 COTTON AVE, P O B 474.5S FT SW OF INTER SE LINE COTTON AVE & E LINE NW 1/4 SEC 9 T18S R3W TH SW 45S FT ALG COTTON AVE TH SE 123S FT TO ALLEY TH E 57S FT TH NW 159S FT TO P O B LYING IN SE 1/4 OF NW 1/4,
- 250 29-09-2-18-08.000-RR; 1577 COTTON AVE, P O B 519.5S FT SW OF INTER SE LINE COTTON AVE & E LINE NW 1/4 SEC 9 T18S R3W TH SW 50S FT ALG COTTON AVE TH SE 85S FT TO ALLEY TH E 50S FT TH NW 123S FT TO P O B LYING SE 1/4 OF NW 1/4,
- 251 29-09-2-18-09.000-RR; 1581 COTTON AVE, P O B 569S FT SW OF INTER SE LINE COTTON AVE & E LINE NW 1/4 SEC 9 T18S R3W TH SW 105S FT ALG COTTON AVE TO ALLEY TH E 140S FT TH NW 85S FT TO P O B LYING IN SE 1/4 OF NW 1/4,
- 252 29-12-2-06-15.000-RR; 1708 CULLOM ST S, LOT 14 BLK 2 SYLVAN HEIGHTS,

- 253 29-18-1-07-03.000-RR; 1501 57TH ST, LOT 1 BLK 1 PARK COURTS 2ND SECTOR,
- 254 29-18-1-08-17.000-RR; 6008 COURT O, LOT 3 BLK 3 DOBBINS BROS CENTRAL PARK ADD 2ND SECTOR,
- 255 29-18-1-12-03.000-RR; 6105 AVENUE O, LOT 6 BLK 2 DOBBINS BROS CENTRAL PARK ADD 1ST SECTOR,
- 256 29-18-1-12-05.000-RR; 6113 AVENUE O, LOT 4 BLK 2 DOBBINS BROS CENTRAL PARK ADD 1ST SECTOR,
- 257 29-18-1-12-07.000-RR; 6121 AVENUE O, LOT 2 BLK 2 DOBBINS BROS CENTRAL PARK ADD 1ST SECTOR,
- 258 29-18-2-01-16.000-RR; 1416 57TH PL, LOT 5 BLK 7 1ST ADD TO CENTRAL PARK ESTS,
- 259 29-18-2-01-18.000-RR; 5728 AVENUE O, LOTS 1 THRU 6 BLK 8 1ST ADD TO CENTRAL PARK ESTATES,
- 260 29-18-2-05-23.000-RR; 5912 AVENUE N, LOT 2 BLK 3 1ST ADD TO CENTRAL PARK ESTS,
- 261 29-18-2-06-06.000-RR; 5901 AVENUE N, LOT 17 BLK 2 1ST ADD TO CENTRAL PARK ESTS,
- 262 30-02-4-02-14.000-RR; 1232 FRISCO ST, LOTS 15 THRU 17 BLK 1 ANDREW BURGIN ADD TO WYLAM,
- 263 30-02-4-03-11.000-RR; 4404 12TH CT, LOT 5 BLK 1 BUSH ADD TO WYLAM,
- 264 30-02-4-03-12.000-RR; 4400 12TH CT, LOT 6 BLK 1 BUSH ADD TO WYLAM,
- 265 30-02-4-03-13.000-RR; 4401 12TH CT, LOT 6 BLK 2 BUSH ADD TO WYLAM,
- 266 30-02-4-03-17.000-RR; 1227 INDIANA ST, LOT 1 BLK 2 BUSH ADD TO WYLAM,
- 267 30-02-4-03-18.000-RR; 1231 INDIANA ST, LOT 2 BLK 2 BUSH ADD TO WYLAM,
- 268 30-02-4-03-20.000-RR; 1239 INDIANA ST, E 1/2 OF N 1/2 OF LOT 1 J A J BROWN SURVEY EXC TH E 78 FT 3/12,
- 269 30-02-4-03-20.001-RR; 4395 12TH CT, E 78 FT OF E 1/2 OF N 1/2 OF LOT 1 J A J BROWN SURVEY 3/12,
- 270 30-02-4-03-23.000-RR; 1240 HURON ST, E 200 FT OF N 1/2 LOT 2 J A J BROWN SURVEY,
- 271 30-02-4-03-25.000-RR; 1242 HURON ST, E 1/2 OF S 1/2 LOT 2 J A J BROWN SURVEY,
- 272 30-02-4-03-32.000-RR; 1324 GULFPORT ST, LOT 7 BLK 1 J H EDWARDS SUR LESS ST R O W,

- 273 30-02-4-08-06.000-RR; 1412 INDIANA ST, LOT 168 COLLINS & JOHNS SURVEY,
- 274 30-02-4-12-05.000-RR; 1417 GULFPORT ST, LOT 5 BLK 4 J H EDWARDS SURVEY LESS ST R O W,
- 275 30-02-4-13-04.000-RR; 4409 14TH AVE, LOT 6 BLK 2 TENN LD COS 5TH ADD TO WYLAM,
- 276 30-02-4-13-05.000-RR; 4413 14TH AVE, LOT 5 BLK 2 TENN LAND CO 5TH ADD TO WYLAM,
- 277 30-02-4-13-06.000-RR; 4421 14TH AVE, LOT 2 & 3 & 4 BLK 2 TENN LD CO 5TH ADD TO WYLAM,
- 278 30-12-4-33-10.000-RR; 5504 AVENUE J, LOT 5 BLK 39 MONTE SANO,
- 279 30-25-2-02-06.000-RR; 5073 WHATLEY ST, LOTS 2 & 3 BL 2 W L HARPERS 1ST ADD,
- 280 30-25-2-02-07.000-RR; 5077 WHATLEY ST, LOT 1 BLK 2 W L HARPERS 1ST ADD,
- 281 30-25-2-02-10.000-RR; 5001 JENKINS ST, LOT 6 BL 4 W L HARPERS 1ST ADD,
- 282 30-25-2-02-18.000-RR; 5008 DAVIS ST, LOT 9 BLK 4 W L HARPER'S 1ST ADD,
- 283 30-25-2-02-21.000-RR; 5021 DAVIS ST, LOTS 1 & 2 & 3 & 4 BLK 6 W L HARPER 1ST ADD,
- 284 30-26-1-01-12.000-RR; 5064 JUANITA CIR, LOTS 18 19 & 20 BL 1 GRAYS HGTS,
- 285 30-26-1-01-13.000-RR; 5072 JUANITA CIR, LOTS 21 & 22 BLK 1 GRAYS HGTS,
- 286 30-26-1-06-01.000-RR; 5065 JUANITA CIR, LOT 18 & 19 GRAY HEIGHTS 8/89,
- 287 30-26-1-06-12.000-RR; 5656 CAIRO AVE, LOTS 4 & 5 BLK 2 GRAYS HGTS,
- 288 30-26-1-06-16.000-RR; 5161 JUANITA CIR, LOT 30 BLK 2 GRAYS HTS,
- 289 30-26-1-06-24.001-RR; 5121 JUANITA CIR, LOT 20 BLK 2 GRAYS HEIGHTS PB 8 PG 89,
- 290 30-26-1-07-05.000-RR; 5156 JUANITA CIR, LOT 8 BLK 3 MARKS SUB,
- 291 30-26-1-07-06.000-RR; 5632 CAIRO AVE, LOT 7 BL 3 MARKS SUB,
- 292 30-26-3-07-13.000-RR; 5920 MALCOLM AVE, LOT 16 BL 25 EAST ADD TO ROOSEVELT,
- 293 30-26-3-07-13.001-RR; 5924 MALCOLM AVE, LOT 17 BLK 25 EAST ADD TO ROOSEVELT 6/93,
- 294 30-26-3-08-22.000-RR; 5525 SUGAR RAY DR, LOT 7 BL 32 EAST ADD TO ROOSEVELT,

- 295 30-26-3-08-23.000-RR; 5529 SUGAR RAY DR, LOT 8 BL 32 EAST ADD TO ROOSEVELT,
- 296 30-26-3-08-24.000-RR; 5533 SUGAR RAY DR, LOT 9 BL 32 EAST ADD TO ROOSEVELT,
- 297 30-26-3-08-26.000-RR; 5601 SUGAR RAY DR, LOT 11 BL 32 EAST ADD TO ROOSEVELT,
- 298 30-26-3-08-27.000-RR; 5605 SUGAR RAY DR, LOT 12 BL 32 EAST ADD TO ROOSEVELT,
- 299 30-26-3-08-31.000-RR; 5621 SUGAR RAY DR, LOT 16 BL 32 EAST ADD TO ROOSEVELT,
- 300 30-26-3-08-32.000-RR; 5625 SUGAR RAY DR, LOT 17 BL 32 EAST ADD TO ROOSEVELT,
- 301 30-26-3-10-03.000-RR; 5909 MALCOLM AVE, LOT 8 BL 26 EAST ADD TO ROOSEVELT,
- 302 30-26-3-10-04.000-RR; 5913 MALCOLM AVE, LOT 7 BL 26 EAST ADD TO ROOSEVELT,
- 303 30-26-310-17.000-RR; 5912 PATTON AVE, LOT 15 BLK 26 EAST ADD TO ROOSEVELT 6/93 BHAM,
- 304 30-26-3-10-17.001-RR; 5908 PATTON AVE, LOT 14 BLK 26 EAST ADD TO ROOSEVELT 6/93 (BHAM),
- 305 30-26-3-10-18.000-RR; 5904 PATTON AVE, LOT 12 AND 13 BL 26 EAST ADD TO ROOSEVELT,
- 306 30-26-3-17-02.000-RR; 6005 PATTON AVE, LOT 17 BL 10 EAST ADD TO ROOSEVELT,
- 307 30-26-3-17-03.000-RR; 6009 PATTON AVE, LOT 8 BLK 10 ROOSEVELT BHAM,
- 308 30-26-3-18-03.000-RR; 5913 PATTON AVE, LOT 10 BL 27 EAST ADD TO ROOSEVELT,
- 309 30-26-3-18-08.000-RR; 5937 PATTON AVE, LOT 4 BL 27 EAST ADD TO ROOSEVELT,
- 310 30-26-3-18-10.000-RR; 5945 PATTON AVE, LOT 2 BL 27 EAST ADD TO ROOSEVELT,
- 311 30-35-2-17-56.000-RR; 6161 GROVE AVE, LOT 16 BL 4 HUDSON GROVE,
- 312 30-35-2-18-18.000-RR; 6164 GROVE AVE, LOT 22 BLK 3 HUDSON GROVE,
- 313 30-35-3-03-03.000-RR; 5916 OWEN ST, E 60 FT OF W 110 FT OF S 124 FT OF LOT 5 OF MAP OF J & L OWEN T F OWEN A I OWEN & M O HARTLEY PROP,

314 30-35-3-03-07.000-RR; 5904 OWEN ST, W 50 FT OF E 89 FT OF S 124 FT OF LOT  
5 MAP OF J & L OWEN T F OWEN A I OWEN & M O HARTLEY PROP,

**COMMUNICATIONS FROM THE CITY CLERK**

**ITEM 27.**

Receiving the Emergency Purchase Notice from the Purchasing Agent relative to Fire Station No. 9 located at 1228 27<sup>th</sup> Street North, Birmingham that suffered significant damage due to unforeseeable circumstances.\*\*

**OLD AND NEW BUSINESS**

**PRESENTATIONS**

**REQUEST FROM THE PUBLIC**

**ADJOURNMENT**

**ATTACHMENTS**  
**to matter appearing on the**  
**OFFICIAL MEETING AGENDA**  
**of the**  
**COUNCIL OF THE CITY OF BIRMINGHAM**  
**Dated**  
**July 25, 2023**



jl25oca28bs.o1

RECOMMENDED BY: The Mayor, the Public Safety Committee and the Chief Community Planner

SUBMITTED BY: The City Attorney

**ORDINANCE NO. \_\_\_\_\_**

**TO AUTHORIZE  
AN INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF BIRMINGHAM AND  
THE JEFFERSON COUNTY DEPARTMENT OF HEALTH**

**WHEREAS**, the City of Birmingham (the “City”) is a municipal corporation established pursuant the laws of the State of Alabama; and

**WHEREAS**, the Jefferson County Board of Health (the “Board”) is a county board of health constituted under the laws of the State of Alabama with its administrative arm of the Jefferson County Department of Health (the “Department”) under the direction of the Jefferson County Health Officer (“Health Officer”); and

**WHEREAS**, the City is authorized pursuant to §§11-47-130–131, Code of Alabama 1975, to maintain the health and cleanliness of the City and may adopt such ordinances and regulations as the Council may deem necessary to insure such sanitary conditions, both in public places and in private premises in the City; and

**WHEREAS**, the City has declared that gun violence in the City is a public health crisis. Fatal and nonfatal shootings disproportionately affect people of color and disadvantaged neighborhoods, exacerbating disparities in health, opportunity, and economic development. Current data suggests that 44% of young people hospitalized for violence will return to the hospital with another violent injury within five years, and twenty percent of these individuals will die by violence. Hospitals often discharge violently injured patients to the same environments where they were injured without a plan for safety and for managing community pressures to seeking revenge, which often results in a perpetuated cycle of violence resulting in more injuries, deaths, arrests, and loss of human potential; and

**WHEREAS**, the Department proposes to implement the Jefferson County, Alabama Hospital-linked Violence Intervention Program (the “Program”), which is offered to reduce the revolving door of violent injury, specifically gun violence by engaging survivors of gun violence. Operated in collaboration with UAB Hospital’s Trauma and Acute Care Surgery Service and the Department, the Program will attempt to reduce gun violence in the City and in Jefferson County using hospital-based intervention and case management, and

1A

**WHEREAS**, Act 1969-916 of the Acts of Alabama authorizes the municipalities in Jefferson County to make the most efficient use of their powers by enabling them to cooperate with the state, the federal government and with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and developments of the county and municipalities and other governmental units and agencies therein; and

**WHEREAS**, it is in the public interest for the parties to cooperate in the implementation of the Program.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Birmingham that the Mayor be and hereby is authorized to execute, for and as the act of said City, an Interlocal Cooperation Agreement with the Jefferson County Board of Health, in substantially the same form as on file in the Office of the City Clerk and as before this Council, to fund the implementation of the Jefferson County Hospital-linked Violence Intervention Program, which is offered to provide hospital-based intervention and case management to victims of gun violence to address and reduce the gun violence in the City. The City will award funds to the Board in an amount not to exceed Two Million One Hundred Three Thousand Three Hundred Twelve and No/100 Dollars (\$2,103,312.00), for a term of 3 years, in support of the program.

**BE IT FURTHER ORDAINED** that the provisions of this Ordinance are hereby declared to be severable. If any of these sections, provisions, sentences, clauses phrases, or parts is held to be unconstitutional or void, the remainder shall continue in full force and effect.

**BE IT FURTHER ORDAINED** that this Ordinance shall become effective upon publication or as otherwise required by law.

1A



jl25oca28js.r1

Recommended By: The Mayor and the Budget and Finance Committee

Submitted By: The City Attorney

**RESOLUTION NO. \_\_\_\_\_**

WHEREAS, the Birmingham-Jefferson County Transit Authority (“BJCTA”) was established by Alabama Legislative Act No. 1971-993 to provide public mass transportation services to municipalities throughout Jefferson County, Alabama, which Act was repealed and replaced by Act No. 2013-380 of the Alabama Legislature (as amended, the “Act”) to expand and improve public transportation services; and

WHEREAS, a public mass transit system accommodates the transportation needs of a growing metropolitan area and has an economic impact on the quality of life for all citizens, whether they use public transportation or not; and

WHEREAS, the BJCTA has the expertise and personnel to provide public transportation services to include fixed route and demand response (paratransit) services and bus rapid transit (BRT) services within the City limits (collectively, the “Public Transportation Services”); and

WHEREAS, the City elects and requests that the BJCTA continues to provide Public Transportation Services as part of a transit system in accordance with the Act; and

WHEREAS, the BJCTA desires to provide such Public Transportation Services to the City.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Birmingham, that the Council does hereby approve, and the Mayor be and hereby is authorized to execute, for and as the act of said City, a Public Transportation Services Agreement between the Birmingham-Jefferson County Transit Authority (“BJCTA”) and the City of Birmingham, in substantially the same form as on file in the Office of the City Clerk and as before this Council, under which the BJCTA will provide public

transportation services, as part of a transit system, to include fixed route and demand response (paratransit) services and Bus Rapid Transit (BRT) services within the City limits, for an amount not to exceed Fourteen Million and No/100 Dollars (\$14,000,000.00), which compensation is comprised of Eleven Million and No/100 Dollars (\$11,000,000.00) for fixed route and paratransit services and Three Million and No/100 Dollars (\$3,000,000.00) for BRT services.

jl25oca28bs.r1

RECOMMENDED BY: The Mayor and the Budget and Finance Committee

SUBMITTED BY: The City Attorney

RESOLUTION NO. \_\_\_\_\_

WHEREAS, the City is authorized pursuant to §11-40-1, Code of Alabama 1975, to contract for authorized goods and services. The City has authority to appropriate funds to the City Board of Education for uses consistent with the Board's authority; and

WHEREAS, the City is authorized pursuant to §16-11-9.1, Code of Alabama, in addition to all authority previously granted by statute, city boards of education may enter into cooperative agreements, projects and programs with the city council, and may take such other actions as they deem necessary and appropriate for the proper management of the public schools; provided, however, that such agreements, projects, and programs shall not be in conflict with nor inconsistent with any law or policy of the State Board of Education and shall not conflict with the purposes for which the school system is established.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Birmingham that the Mayor be and hereby is authorized to execute, for and as the act of said City, an Agreement with the Birmingham Board of Education, in substantially the same form as on file in the Office of the City Clerk and as before this Council, in an amount not to exceed Twenty Thousand and No/100 Dollars (\$20,000.00), to provide services and allow the Board to coordinate with Huffman High School, associated with expenses for Huffman High School, including \$9,500 for Girls/Boys Basketball, \$7,500 for principal's discretionary fund, \$1,500 for volleyball team supplies/travel, and \$1,500 for cheerleader supplies/travel.

3A



j125oca28bs.r2

RECOMMENDED BY: The Mayor and the Budget and Finance Committee

SUBMITTED BY: The City Attorney

RESOLUTION NO. \_\_\_\_\_

WHEREAS, the City is authorized by §11-40-1, Code of Alabama 1975, to contract for authorized goods and services; and

WHEREAS, the City has authority pursuant to §11-47-16, Code of Alabama 1975 to establish, operate, maintain, or contract with others to operate and maintain public cultural facilities consisting of museums, art galleries, art centers, music halls, and related facilities, and, if necessary, to acquire sites for, construct, or otherwise acquire such facilities, all to the end of making cultural facilities available to the public, whether separately or grouped two or more in the same building and whenever any such facilities shall have been so established they may be administered by and through such instrumentality or instrumentalities as may be designated for that purpose by the governing body of such county, city, or town.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Birmingham that the Mayor be and hereby is authorized to execute, for and as the act of said City, an Agreement with the Birmingham Zoo, Inc., in substantially the same form as on file in the Office of the City Clerk and as before this Council, in an amount not to exceed Twenty Thousand and No/100 Dollars (\$20,000.00), to provide community based educational workshops, exhibits, and presentations to families in order to provide a broad range of opportunities to raise awareness for science, animals, nature, and basic quality of life for the poor and needy in the City of Birmingham.

4A

jl25oca28js.r2

Recommended By: The Mayor and the Budget and Finance Committee

Submitted By: The City Attorney

**RESOLUTION NO. \_\_\_\_\_**

WHEREAS, Act No. 1969-916, Acts of Alabama (the "Act") authorizes municipalities located in Jefferson County to make the most efficient use of their respective powers by enabling such entities to cooperate with each other and with the State on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of such municipalities; and

WHEREAS, the Act authorizes the City to enter into agreements for joint or cooperative action with the governmental entities such as Jefferson County, Alabama, the Sheriff of Jefferson County, Alabama, and The Board of Trustees of The University of Alabama on behalf of The University of Alabama Hospital pursuant to the provisions of the Act; and

WHEREAS, the City, Jefferson County, Alabama, the Sheriff of Jefferson County, Alabama, and The Board of Trustees of The University of Alabama on behalf of The University of Alabama Hospital (the "Hospital") are jointly concerned with and desire to continue a procedure for providing prompt care and evaluation of suspected mentally disturbed persons pending the initiation of commitment proceedings (the "Services") in accordance with Alabama Act 1975 -353; and

WHEREAS, these parties desire to enter into an Inter-Cooperation Agreement pursuant to the Act to establish such a procedure for the provision of the Services; and

WHEREAS, the Hospital is duly licensed and qualified to provide such services and desires to

furnish such Services.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Birmingham, that the Council does hereby approve, and the Mayor be and hereby is authorized to execute, for and as the act of said City, a Professional Services Contract Inter-Cooperation Agreement for Care of the Mentally Ill with Jefferson County, the Jefferson County Sheriff, the City and UAB, in substantially the same form as on file with the Office of the City Clerk and as before this Council, to provide the Services described above for an amount not to exceed One Hundred Thousand and No/100 Dollars (\$100,000.00) per year for a term of three years through September 30, 2026.

BE IT FURTHER RESOLVED that in case any one or more of the provisions contained in this Resolution shall be held invalid, illegal or unenforceable for any reason, the invalidity, illegality or unenforceability shall not affect any other provision hereof and this Resolution shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.



jl25oca28pdm.r1

**RECOMMENDED BY: MAYOR WOODFIN**

**SUBMITTED BY: OFFICE OF THE CITY ATTORNEY**

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING SETTLEMENT  
OF WORKERS' COMPENSATION CLAIM**

**BE IT RESOLVED** by the Council of the City of Birmingham that, upon recommendation of the City Attorney, the City Attorney is hereby authorized to settle all claims against the City arising from alleged on-the-job injuries sustained while performing his duties as an employee of the City of Birmingham, resulting in physical injuries to the neck, left shoulder, and body as a whole.

**BE IT FURTHER RESOLVED** that the Mayor, the City Attorney, or one of her assistants, is hereby authorized to execute all documents necessary to accomplish the settlement of this claim in an amount not to exceed Fifty-Five Thousand and 00/100 Dollars (\$55,000.00) in accordance with the provisions of §2-3-27 of the General Code of the City of Birmingham, as amended, with said funds to come from Account Number 001-042-02300.527-045.

j125oca28pdm.r1

**RECOMMENDED BY: MAYOR WOODFIN**

**SUBMITTED BY: OFFICE OF THE CITY ATTORNEY**

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING SETTLEMENT  
OF WORKERS' COMPENSATION CLAIM**

**BE IT RESOLVED** by the Council of the City of Birmingham that, upon recommendation of the City Attorney, the City Attorney is hereby authorized to settle all claims against the City arising from alleged on-the-job injuries sustained while performing his duties as an employee of the City of Birmingham, resulting in physical injuries to the neck, left shoulder, and body as a whole.

**BE IT FURTHER RESOLVED** that the Mayor, the City Attorney, or one of her assistants, is hereby authorized to execute all documents necessary to accomplish the settlement of this claim in an amount not to exceed Fifty-Five Thousand and 00/100 Dollars (\$55,000.00) in accordance with the provisions of §2-3-27 of the General Code of the City of Birmingham, as amended, with said funds to come from Account Number 001-042-02300.527-045.

jl25oca28pdm.r2

**RECOMMENDED BY: MAYOR WOODFIN**

**SUBMITTED BY: OFFICE OF THE CITY ATTORNEY**

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING SETTLEMENT  
OF WORKERS' COMPENSATION CLAIM**

**BE IT RESOLVED** by the Council of the City of Birmingham that, upon recommendation of the City Attorney, the City Attorney is hereby authorized to settle all claims against the City arising from alleged on-the-job injuries sustained while performing her duties as an employee of the City of Birmingham, resulting in physical injuries to the neck, both shoulders, head and body as a whole.

**BE IT FURTHER RESOLVED** that the Mayor, the City Attorney, or one of her assistants, is hereby authorized to execute all documents necessary to accomplish the settlement of this claim in an amount not to exceed Ninety-Nine Thousand Six Hundred Twenty-Six and 38/100 Dollars (\$99,626.38) in accordance with the provisions of §2-3-27 of the General Code of the City of Birmingham, as amended, with said funds to come from Account Number 001-042-02300.527-045.

8A

jl25oca28pdm.r3

**RECOMMENDED BY: MAYOR WOODFIN**

**SUBMITTED BY: OFFICE OF THE CITY ATTORNEY**

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING SETTLEMENT  
OF WORKERS' COMPENSATION CLAIM**

**BE IT RESOLVED** by the Council of the City of Birmingham that, upon recommendation of the City Attorney, the City Attorney is hereby authorized to settle all claims against the City arising from alleged on-the-job injuries sustained while performing her duties as an employee of the City of Birmingham, resulting in physical injuries to the neck, left shoulder, and body as a whole.

**BE IT FURTHER RESOLVED** that the Mayor, the City Attorney, or one of her assistants, is hereby authorized to execute all documents necessary to accomplish the settlement of this claim in an amount not to exceed Forty-Five Thousand and 00/100 Dollars (\$45,000.00) in accordance with the provisions of §2-3-27 of the General Code of the City of Birmingham, as amended, with said funds to come from Account Number 001-042-02300.527-045.

9A

j125oca28pdm.r4

RECOMMENDED BY: MAYOR WOODFIN

SUBMITTED BY: OFFICE OF THE CITY ATTORNEY

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AUTHORIZING SETTLEMENT  
OF WORKERS' COMPENSATION CLAIM**

**BE IT RESOLVED** by the Council of the City of Birmingham that, upon recommendation of the City Attorney, the City Attorney is hereby authorized to settle all claims against the City arising from alleged on-the-job injuries sustained while performing her duties as an employee of the City of Birmingham, resulting in physical injuries to neck, back, left shoulder, and body as a whole.

**BE IT FURTHER RESOLVED** that the Mayor, the City Attorney, or one of her assistants, is hereby authorized to execute all documents necessary to accomplish the settlement of this claim in an amount not to exceed Thirty Thousand and 00/100 Dollars (\$30,000.00) in accordance with the provisions of §2-3-27 of the General Code of the City of Birmingham, as amended, with said funds to come from Account Number 001-042-02300.527-045.

10A



jl25oca28pdm.r5

**RECOMMENDED BY: MAYOR WOODFIN**

**SUBMITTED BY: OFFICE OF THE CITY ATTORNEY**

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING SETTLEMENT  
OF WORKERS' COMPENSATION CLAIM**

**BE IT RESOLVED** by the Council of the City of Birmingham that, upon recommendation of the City Attorney, the City Attorney is hereby authorized to settle all claims against the City arising from alleged on-the-job injuries sustained while performing her duties as an employee of the City of Birmingham, resulting in physical injuries to the head, neck, back, and body as a whole.

**BE IT FURTHER RESOLVED** that the Mayor, the City Attorney, or one of her assistants, is hereby authorized to execute all documents necessary to accomplish the settlement of this claim in an amount not to exceed Seventeen Thousand Five Hundred and 00/100 Dollars (\$17,500.00) in accordance with the provisions of §2-3-27 of the General Code of the City of Birmingham, as amended, with said funds to come from Account Number 001-042-02300.527-045.

/ / A

(Submitted by the Mayor;  
Recommended by the Director of Finance)

**RESOLUTION NO.** \_\_\_\_\_

BE IT RESOLVED by the Council of the City of Birmingham that the employee 'EXPENSE' accounts of the following be and the same is hereby approved for payment:

Kamilah Gray Lewis, Director, Mayors Office, Paris, France, \$2,152.00, June 16-26, 2023, to attend Paris with The Mayor.

Don Lupo, Operations Manager, Mayors Office, San Antonio, TX, \$1,682.16, June 26-29, 2023, to attend National Center for Spectator Sports Safety and Security.

*Kamilah Gray-Lewis*, Paris, France, \$2,152.00, June 16-26, 2023

Baggage	\$381.00
Per Diem	1,771.00
<b>Total</b>	<b>\$2,152.00</b>

*Don Lupo*, San Antonio, TX, \$1,682.16, June 26-29, 2023

Lodging	\$764.99
Airfare	639.40
Taxi	43.53
Per Diem	234.24
<b>Total</b>	<b>\$1,682.16</b>

23A



(Submitted by the Mayor;  
Recommended by the Director of Finance)

**RESOLUTION NO.** \_\_\_\_\_

BE IT RESOLVED by the Council of the City of Birmingham that the employee 'EXPENSE' accounts of the following be and the same is hereby approved for payment:

Rachel Buchan, Project Administrator, Innovation and Economic Opportunity, Calgary, Alberta, \$2,036.98, June 8-14, 2023, to attend International Economic Development Council Economic Forum Canada.

Synette Gandy, Senior Grants Coordinator, Community Development, Orlando, FL, \$2,303.21, June 11-15, 2023, to attend National Community Development Association 54<sup>th</sup> Annual Meeting.

Sarah McMillan, Manager of Workforce Talent Development, Innovation and Economic Opportunity, Calgary, Alberta, \$2,296.25, June 8-14, 2023, to attend International Economic Development Council Economic Forum Canada.

*Rachel Buchan*, Calgary, Alberta, \$2,036.98, June 8-14, 2023

Lodging	\$620.94
Airfare	866.17
Taxi	74.07
Per Diem	475.80
<b>Total</b>	<b>\$2,036.98</b>

*Synette Gandy*, Orlando, FL, \$2,303.21, June 11-15, 2023

Lodging	\$1,277.22
Airfare	539.45
Taxi	5.00
Baggage	60.00
Per Diem	321.54
<b>Total</b>	<b>\$2,303.21</b>

*Sarah McMillan*, Calgary, Alberta, \$2,296.25, June 8-14, 2023

Lodging	\$825.18
Airfare	866.17
Taxi	57.10
Baggage	72.00
Per Diem	475.80
<b>Total</b>	<b>\$2,296.25</b>

24A

(Submitted by the Mayor;  
Recommended by the Director of Finance)

**RESOLUTION NO.** \_\_\_\_\_

BE IT RESOLVED by the Council of the City of Birmingham that the employee 'ADVANCE' accounts of the following be and the same is hereby approved for payment:

Tamarka Burroughs, Principal Accountant, Department of Public Works, Orange Beach, Al, \$1,857.77, August 8-11, 2023, to attend Government Finance Officers Association of Alabama Summer Conference.

Valencia Fisher, Administrative Service Manager, Innovation and Economic Opportunity, Las Vegas, NV, \$4,133.07, October 17-21, 2023, to attend Conference for Administrative Excellence.

Patrick McLendon, Director, Information Management Systems, Boston, MA, \$2,206.78, August 6-10, 2023, to attend Coverage 23 Inspire Leadership Network.

Angela Moss, Administrative Service Manager, Department of Public Works, Orange Beach, Al, \$252.54, August 8-11, 2023, to attend Government Finance Officers Association of Alabama Summer Conference 2023.

***Tamarka Burroughs***, Orange Beach, Fl, \$1,857.77, August 8-11, 2023

Registration	\$200.00
Lodging	1,052.25
Mileage	352.98
Per Diem	252.54

***Total*** **\$1,857.77**

***Valencia Fisher***, Las Vegas, NV, \$4,133.07, October 17-21, 2023

Registration	\$1,895.00
Lodging	1,409.11
Airfare	433.90
Taxi	50.00
Per Diem	345.00

***Total*** **\$4,133.07**

***Patrick McLendon***, Boston, MA, \$2,206.78, August 6-10, 2023

Lodging	\$1,126.24
Airfare	712.40
Per Diem	368.14

***Total*** **\$2,206.78**

***Angela Moss***, Orange Beach, Al, \$1,193.49, August 8-11, 2023

Registration	\$75.00
Lodging	865.95
Per Diem	252.54

***Total*** **\$1,193.49**



Randall L. Woodfin  
Mayor

# CITY OF BIRMINGHAM

DEPARTMENT OF FINANCE

PUTTING PEOPLE FIRST

Kevin W. Moore  
Chief Financial Officer

Aaron L. Saxton, CPA  
Deputy Chief Financial  
Officer

Sonji P. Campbell, CPA  
Deputy Director

Diana L. Bolden  
Manager of Budget  
Management

Adrienne Stitt  
Director of Grants  
Division

Date: July 18, 2023

To: Mr. Lee Frazier  
City Clerk

From: Carmen Jones  
Purchasing Manager

Re: Emergency Request – Emergency for Fire Station No. 9

Dear Mr. Frazier,

Please include the contents of the attached memorandum with the minutes of the next Council meeting as required under City Code Section 3-3-8 for coverage of emergency purchases.

Sincerely,

A handwritten signature in cursive script that reads "Carmen Jones".

Carmen Jones, MAML, CPP, CPPM

Enclosures

cc: Randall L. Woodfin, Mayor  
Chaz Mitchell, COO





Randall L. Woodfin  
Mayor

# CITY OF BIRMINGHAM

DEPARTMENT OF FINANCE

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Chief Financial Officer

Aaron L. Saxton, CPA  
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Sonji P. Campbell, CPA  
Deputy Director

Diana L. Bolden  
Manager of Budget Management

Adrienne Stitt  
Director of Grants Division

## MEMORANDUM

Date: July 18, 2023  
To: Mayor Randall L. Woodfin  
Mayor's Office  
From: Carmen Jones  
Purchasing Manager  
Re: Emergency Request for Fire Station No. 9  
Mayor Woodfin,

I have been informed by Joshua Yates, Director of Public Works, that Fire Station No. 9 located at 1228 27<sup>th</sup> Street No. Birmingham, AL 35234 suffered significant damage due to unforeseeable circumstances. This emergency needs to be addressed immediately to prevent hazardous working conditions and to continue City Services to be offered from this location. This situation poses a threat to the safety and health of employees, citizens, and facility. Therefore, I am declaring this an emergency for the unforeseeable circumstances which occurred at the fire station.

Immediate attention is required to address this emergency which is based on Public Health and Life Safety. Your approval and consent are requested for requisition 2024-0123 for \$5,940.00 as quoted by Serv Pro of Birmingham.

Sincerely,



Carmen Jones, MAML, CPP, CPPM

Sec. 3-3-8. - Emergency purchases.

When an emergency affecting the public health, safety or convenience shall be declared in writing to exist by the agent, the agent shall report in writing to the council and the mayor the nature of the danger to the public health, safety or convenience which will result from the emergency because of delay occasioned by taking bids as otherwise required by this chapter. Upon the declaration of emergency by the agent, the agent may, with the consent of the mayor or, in the mayor's absence, the council president, let or extend any contract to meet the emergency without public advertisement; provided that if the contract is for services to be rendered the city, the contract or extension shall not be for a period in excess of seven days, unless the council shall by resolution authorize the agent to extend the same for an additional period. This emergency action undertaken by the agent shall be reported to the council in writing and the report shall be spread upon the minutes of the council at its next regular or called meeting.

(Code 1964, § 43A-9; Code 1980, § 3-3-8; Ord. No. 99-19, 2-2-1999)

**State Law reference—** Letting of emergency contracts, Code of Ala. 1975, § 41-16-53

27A



MEMORANDUM

Russell L. Woodson  
Mayor

Joshua D. Yates  
Director

Linda L. Ryan  
Deputy Director

Wayne Stinson  
Deputy Director

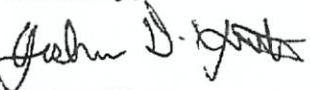
Terry Davis  
Deputy Director

Date: July 17, 2023  
To: Carmen Jones, Purchasing Agent  
From: Joshua Yates, Director of Public Works  
Re: Emergency Clean-up at Fire Station No. 9

I, Joshua Yates, have been informed that Fire Station No. 9 located at 1228 27<sup>th</sup> Street N Birmingham, AL 35234 suffered significant damage due to unforeseeable circumstances. This emergency needs to be addressed immediately to prevent hazardous living conditions and to prevent employees from providing City Services.

Therefore, I have declared this an emergency based on Public Health and/or Life Safety issues. Your approval and consent are requested for the authorization to have these services performed. The requisition number is 2024-0123.

If you have any questions or comments, please feel free to contact me at your earliest convenience at ext. 6345.

Sincerely,  
  
Joshua Yates

Sec. 3-3-8. - Emergency purchases.

*When an emergency affecting the public health, safety or convenience shall be declared in writing to exist by the agent, the agent shall report in writing to the council and the mayor the nature of the danger to the public health, safety or convenience which will result from the emergency because of delay occasioned by taking bids as otherwise required by this chapter. Upon the declaration of emergency by the agent, the agent may, with the consent of the mayor or, in the mayor's absence, the council president, let or extend any contract to meet the emergency without public advertisement; provided that if the contract is for services to be rendered the city, the contract or extension shall not be for a period in excess of seven days, unless the council shall by resolution authorize the agent to extend the same for an additional period. This emergency action undertaken by the agent shall be reported to the council in writing and the report shall be spread upon the minutes of the council at its next regular or called meeting.*

(Code 1964, § 43A-9; Code 1980, § 3-3-8; Ord. No. 99-19, 2-2-1999)

State Law reference— Letting of emergency contracts, Code of Ala. 1975, § 41-16-53

27A



# City of Birmingham, Alabama

**Invoice To**

City of Birmingham - Public Works Dept  
 Facility Services  
 1029 33rd Street North  
 BIRMINGHAM, AL 35234

**Ship To**

Confirming PO Only - Don't Ship  
 Merchandise Already Received  
 DO NOT FILL  
 00000

**Purchase Order**

No. 2024-00000018  
 Date Issued  
 07/18/23

**Vendor** 101929 SERV PRO OF BIRMINGHAM

**Contact**

SERV PRO OF BIRMINGHAM  
 10 MONROE DRIVE  
 PELHAM, AL 35124

**Deliver By:**

**Invoice Terms:**

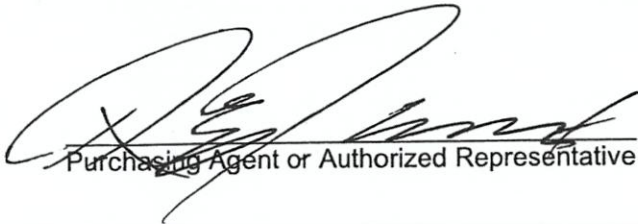
**Freight Terms:**

**Originator:** Foust, Ryan J

**Reference:** Emergency Services /  
 Biohazard Clean -Up

SEE REVERSE SIDE FOR ADDITIONAL CONDITIONS				
Quantity	U/M	Description	Ven Part No.	Total Cost
1.0000	Each	Cleaning		\$5,940.0000
		<b>Item Description</b> EMERGENCY: Hazardous material/biohazard clean-up		
		<b>Detail Description</b> *Fire Station #9		
		1228 27th St. North		
		Birmingham, AL 35234		
		*For Payment Only / Services rendered 07/14/2023		
<b>G/L Account</b>		<b>Project</b>	<b>Amount</b>	<b>Percent</b>
001_049_40200_40229.511-001 (R & M - Buildings Janitorial)				100.00%

**Total Due** \$5,940.00



Purchasing Agent or Authorized Representative

**Special Instructions**  
 \*The City of Birmingham contact representative for this PO is Cheryl Nored at 205-714-8610 /  
 cheryl.nored@birminghamal.gov.  
 \*Pricing received per invoice #2023-07-14-1204.

27A



# City of Birmingham, Alabama

**Invoice To**

City of Birmingham - Public Works Dept  
Facility Services  
1029 33rd Street North  
BIRMINGHAM, AL 35234

**Ship To**

City of Birmingham - Public Works Dept  
501 6th Avenue South  
Birmingham, AL 35205

**Requisition**

No. 2024-00000123

07/18/23

**Vendor** 101929 SERV PRO OF BIRMINGHAM

**Contact**

SERV PRO OF BIRMINGHAM  
10 MONROE DRIVE  
PELHAM, AL 35124

**Invoice Terms:****Freight Terms:**

**Originator:** Cheryl Nored

**Reference:** 

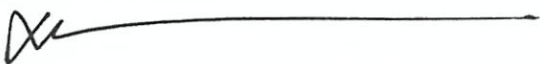

2024  
0018

Quantity	U/M	Description	Ven Part No.	Unit Cost	Total Cost
1.0000	Each	Cleaning		\$5,940.0000	\$5,940.00
<i>Item Description</i> Hazardous material/biohazard clean up @ FS #9					
<i>G/L Account</i> 001_049_40200_40229.511-001 (R & M - Buildings Janitorial)				<i>Amount</i>	<i>Percent</i>
					100.00%

Level	Level Description	Date	Approval User
3	Level 3 Budget	7/17/2023	Lalecia L Coleman
1	Level 1 Entry	7/17/2023	Cheryl Nored
2	Level 2 Dept	7/17/2023	Moss, Angela

**Total Due** \$5,940.00

**Special Instructions**

27A

2023-07-14-1204

2023-07-14-1204

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Hazardous Material Remediation (Bid Item) Biohazard clean up at Fire Station 9	1.00 EA	0.00	5,940.00	0.00	5,940.00
Total: 2023-07-14-1204				0.00	5,940.00
Line Item Totals: 2023-07-14-1204				0.00	5,940.00

---

Client: Victor Morris - City of Birmingham/Fire Station 9  
Property: 1228 27th St N  
Birmingham, AL 35234

Home: (205) 254-2071

Operator: JMURRAY

Estimator: Justin Murray  
Company: Servpro  
Business: P.O. Box 1327  
Pelham, , AL 35124

Business: (205) 664-6770  
E-mail: jmurray@servproofbirmingha  
m.com

Type of Estimate: Other

Date Entered: 7/14/2023

Date Assigned:

Price List: ALBI8X\_JUL23

Labor Efficiency: Restoration/Service/Remodel

Estimate: 2023-07-14-1204

27A

**Foust, Ryan J.**

---

**From:** Morris, Victor L.  
**Sent:** Friday, July 14, 2023 3:47 PM  
**To:** DPW Finance and Budget; FacilityServices  
**Cc:** Moore, Kevin W.; Jones, Carmen  
**Subject:** Fire Station 9 Bio- Cleaning  
**Attachments:** Victor Morris - City of Birmingham Fire Station 9.pdf

Please see invoice for processing an emergency Purchase Order on Bio- Cleaning at Fire Station 9. Mr. Moore and Ms. Jones authorized emergency services. Thanks



**PUTTING PEOPLE FIRST**  
WWW.BIRMINGHAMAL.GOV

Victor L. Morris  
*Facility Manager*  
Public Works  
City Of Birmingham AL.  
p: 205-254-2071  
f: 205-581-1735  
a: 1029-33rd STREET North  
Birmingham AL.35234  
e: Victor.Morris@birminghamal.gov





# CITY OF BIRMINGHAM

PUTTING PEOPLE FIRST

DEPARTMENT OF PUBLIC WORKS

## MEMORANDUM

Randall L. Woodfin  
Mayor

Joshua D. Yates  
Director

Danita U. Ryan  
Deputy Director

Wayne Staton  
Deputy Director

Terry Davis  
Deputy Director

Date: July 17, 2023  
To: Carmen Jones, Purchasing Agent  
From: Joshua Yates, Director of Public Works  
Re: Emergency Clean-up at Fire Station No. 9

I, Joshua Yates, have been informed that Fire Station No. 9 located at 1228 27<sup>th</sup> Street N Birmingham, AL 35234 suffered significant damage due to unforeseeable circumstances. This emergency needs to be addressed immediately to prevent hazardous living conditions and to prevent employees from providing City Services.

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If you have any questions or comments, please feel free to contact me at your earliest convenience at ext. 6345.

Sincerely,

Joshua Yates

*Sec. 3-3-8. - Emergency purchases.*

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*(Code 1964, § 43A-9; Code 1980, § 3-3-8; Ord. No. 99-19, 2-2-1999)*

**State Law reference—** Letting of emergency contracts, Code of Ala. 1975, § 41-16-53

27A

---

Client: Victor Morris - City of Birmingham/Fire Station 9  
Property: 1228 27th St N  
Birmingham, AL 35234

Home: (205) 254-2071

Operator: JMURRAY

Estimator: Justin Murray  
Company: Servpro  
Business: P.O. Box 1327  
Pelham, , AL 35124

Business: (205) 664-6770  
E-mail: [jmurray@servproofbirmingham.com](mailto:jmurray@servproofbirmingham.com)

Type of Estimate: Other  
Date Entered: 7/14/2023                      Date Assigned:

Price List: ALB18X\_JUL23  
Labor Efficiency: Restoration/Service/Remodel  
Estimate: 2023-07-14-1204



2023-07-14-1204

2023-07-14-1204

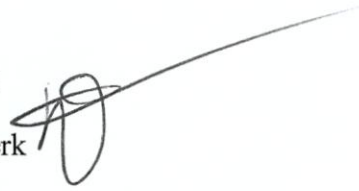
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Hazardous Material Remediation (Bid Item) Biohazard clean up at Fire Station 9	1.00 EA	0.00	5,940.00	0.00	5,940.00
Total: 2023-07-14-1204				0.00	5,940.00
Line Item Totals: 2023-07-14-1204				0.00	5,940.00

27A

# Memorandum

City of *Birmingham*  
Office of the City Clerk

---

**DATE:** July 21, 2023  
**TO:** All Councilmembers  
**FROM:** Lee Frazier, City Clerk   
**SUBJECT:** Agreements for the July 25, 2023, Agenda

Attached is the following agreements and other supporting documents relative to the July 25, 2023, Council Agenda:

Item No. 1	American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recover Funds Agreement with the Jefferson County Board of Health.
Item No. 2	Birmingham-Jefferson County Transit Authority Public Transportation Services Agreement
Item No. 3	Agreement with the Birmingham Board of Education
Item No. 4	Agreement with Birmingham Zoo, Inc.
Item No. 5	Professional Services Contract Inter-Cooperation Agreement for Care of the Mentally Ill with Jefferson County, the City and UAB
Item No. 6	Lease Agreement with RJ Building, LLC
Item No. 12	Bid Renewal tabulation

/kc

cc: Mayor Randall L. Woodfin  
Melissa Smiley, Chief of Accountability  
Nicole King, City Attorney  
Cheryl Kidd, Council Administrator





American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recover Funds Agreement  
 Between  
 The City of Birmingham, Alabama  
 and  
 Jefferson County Board of Health

Recitals

**WHEREAS** there is a public health emergency, created by the recent COVID-19 pandemic, which caused negative economic impacts on individuals, households, nonprofits, tourism, entertainment, restaurants, hospitality, attractions, and travel in the City of Birmingham, Alabama; and

**WHEREAS**, on March 11, 2021, Congress enacted the American Rescue Plan Act of 2021 ("ARPA") to provide addition relief to address the continued impact of COVID-19 (i.e., coronavirus disease 2019) on the economy, public health, state and local governments, individuals, and businesses; and

**WHEREAS** the City of Birmingham enthusiastically supports and encourages economic development within the City in order to address the negative impacts of the pandemic and to develop a solid and diverse local economy, to increase employment opportunities in the City, to broaden the City's tax base, to increase revenues and to provide necessary and improved services to the citizens of the City, thereby improving the quality of life of its citizens; and

**WHEREAS**, to respond to the far-reaching public health and negative economic impacts of the pandemic, by supporting the health of communities, and helping households, small businesses, impacted industries, nonprofits, and the public sector recover from economic impacts, the City issued a Request for Proposals (RFP) announcing the availability of ARPA funding to be allocated across discrete categories of services, as specified in the RFP; and

**WHEREAS** violent crime and gun violence were public health challenges which were exacerbated by the COVID-19 pandemic; and

**WHEREAS** the Jefferson County Board of Health ("Board") is a county board of health constituted under the laws of the State of Alabama with its administrative arm the Jefferson County Department of Health (the "Department") under the direction of the Jefferson County Health Officer ("Health Officer"); and

**WHEREAS** the Board, the Department, and the Health Officer are responsible under Alabama Code § 22-3-1-5 to exercise supervision over the sanitary conditions and interests and public health in Jefferson County, including the municipalities, therein; and

**WHEREAS**, The City is authorized pursuant to § 11-47-130-131, Code of Alabama 1975 to maintain the health and cleanliness of the City and may adopt such ordinances and regulations as the Council may deem necessary to insure such sanitary condition both in public places and in private premises in the City; and

**WHEREAS**, Act 1969-916 of the Acts of Alabama authorizes the municipalities and other governmental entities within Jefferson County to make the most efficient use of their powers by enabling them to cooperate with the state, the federal government and with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and developments of the county and municipalities and other governmental units and agencies therein; and,

**WHEREAS**, the City of Birmingham has declared that gun violence in the City is a public health crisis. Fatal and nonfatal shootings disproportionately affect people of color and disadvantaged neighborhoods, exacerbating disparities in health, opportunity, and economic development. Current data suggests that 44% of young people hospitalized for violence will return to the hospital with another violent injury within five years, and twenty percent of these individuals will die by violence. Hospitals often discharge violently injured patients to the same environments where they were injured without a plan for safety and for managing community pressures to seeking

revenge which often results in a perpetuated cycle of violence resulting in more injuries, deaths, arrests, and loss of human potential; and

**WHEREAS**, the Jefferson County Board of Health has submitted a proposal for the Jefferson County Department of Health to implement the Jefferson County, Alabama Hospital-linked Violence Intervention Program (the "Program") which is aimed at reducing the revolving door of violent injury, specifically gun violence by engaging survivors of gun violence. Operated in collaboration with UAB Hospital's Trauma and Acute Care Surgery Service and the Jefferson County Department of Health, the program will attempt to reduce the incidence of gun violence in the City of Birmingham and in Jefferson County using hospital-based intervention and case management. The Jefferson County Board of Health has selected the Offender Alumni Association ("OAA") to serve as the Case Management provider for the Program in accordance with the Approved Activities described in Exhibit D; and

**WHEREAS**, upon review of the proposal submitted by the Jefferson County Board of Health, the City has granted the Jefferson County Board of Health's proposal for implementation in accordance with the terms and conditions set forth in this Agreement; and

**WHEREAS**, the City does hereby ascertain, determine, declare and find that the provision of the Services with the City Funds is in the best interest of the City and will serve a public purpose and further enhance the public benefit and welfare by, among other things, providing hospital-based intervention for victims of gun violence; providing effective case management to victims of gun violence; and reducing gun violence in the City, all of which inure to the public health of the City and constitute important public benefits to the City and its citizens; and

**WHEREAS**, the City seeks to implement a hospital-based and hospital-linked violence intervention program to reduce gun violence in the City; and

**WHEREAS**, it is in the public interest for the Parties to cooperate in the implementation of the Program; and

**WHEREAS**, the Board is desirous of entering into this Agreement whereby the City will award funds to the Board to support the Hospital-based and hospital-linked violence intervention program described herein; and

**NOW, THEREFORE**, upon and in consideration for the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### Agreement

#### **Article I. Overview.**

**Section 1.1. Parties.** The parties to this agreement are the City of Birmingham, Alabama, an Alabama municipal corporation (the "City") and Jefferson County Board of Health, an Alabama county board of health ("Consultant").

**Section 1.11. Obligations of the Board.** The Board will authorize participation in the Agreement by passage of a resolution and provide a copy of the same to the City which will be attached here to as Exhibit A. The Board will provide an administrator to budget and administer the operation of the Program and to provide oversight, reporting and accountability for all funds expended related to the Program in accordance with the provisions included in this Agreement. The Board will accept the award of \$2,103,312.00 from the City to reimburse costs incurred by the Board related to the implementation of the Program. Upon receipt of a final report from the Program Administrator(s) of actual costs compared to budget, the Board will reimburse any portion of the City's award received but not expended as a result of the Program. In accordance with the requirements of Act 1969-916, the Board will cause this Agreement to be filed with the Judge of Probate of Jefferson County, Alabama, and with the Alabama Secretary of State.

**Section 1.12. Obligations of the City.** Upon passage of an appropriate resolution or ordinance, the City agrees to award to the Board \$2,103,312.00 to reimburse the costs incurred by the Department related to the Program



according to the provisions contained herein. The City will provide authorization for its participation in this Agreement through an Ordinance of General or Permanent Operation and provide a copy of the same to the Board which will be attached hereto as Exhibit B.

**Section 1.2. Definitions.** The definitions in 2 CFR 200.1 are hereby incorporated into this Agreement.

**Section 1.3. Disclosures.** Federal regulations, specifically 2 CFR 200.331(a)(1), require the City to provide the Consultant with specific information about this subaward. All required information is listed in Exhibit C (Subaward Data).

**Section 1.4. Term.** This Agreement shall govern the performance of the parties for a period beginning upon the execution of this Agreement (the "Effective Date") and ending not more than three (3) years thereafter ("Expiration Date"), unless earlier terminated by either party in accordance with the terms of this Agreement ("Agreement Term").

## **Article II. Scope of Funded Activities.**

**Section 2.1. Scope of Services.** Consultant shall perform all activities described in the scope of activities, attached hereto as Exhibit D (Approved Activities).

**Section 2.2. Budget.** Consultant shall perform the Approved Activities in accordance with the program budget as approved by the City and attached hereto as Exhibit E (Approved Budget).

**Section 2.3. Prior Approval for Changes.** Consultant may not transfer allocated funds among cost categories within a budgeted program account without the prior written approval of the City; nor shall Consultant make any changes, directly or indirectly, to program design, Approved Activities, or Approved Budget without the prior written approval of the City.

## **Article III. Compensation.**

**Section. 3.1. Payment of Funds.** City agrees to reimburse Consultant for costs actually incurred and paid by Consultant in accordance with the Approved Budget and for the performance of the Approved Activities under this Agreement in an amount not to exceed \$2,103,312.00 ("Total Agreement Funds"). The amount of Total Agreement Funds, however, is subject to adjustment by the City if a substantial change is made in the Approved Activities that affects this Agreement or if this Agreement is terminated prior to the expiration of the Agreement. Program funds shall not be expended prior to the Effective Date or following the earlier of the Expiration Date or the last day of the Agreement Term. Costs incurred shall only be as necessary and allowable to carry out the purposes and activities of the Approved Activities and may not exceed the maximum limits set in the Approved Budget. Expenses charged against the Total Agreement Funds shall be incurred in accordance with this Agreement. The City agrees to make an initial disbursement of approximately one half of the Total Agreement Funds (\$1,051,656) within 30 days of the effective date of this Agreement. The balance of the Total Agreement Funds will be disbursed no later than August 30, 2024 and shall be contingent upon receipt of Quarterly Reports in compliance with Section 3.2 hereinbelow.

**Section. 3.2. Reports.** The Consultant shall submit quarterly expense reports that include invoices, associated receipts and supporting documentation for incurred expenses including but not limited to salaries, professional services, supplies, rent, utilities, and transportation no later than the 15<sup>th</sup> day of the month following the end of the previous quarter. The quarterly expense report will be in a format dictated by the City and submitted to the City's Recovery Team. Within Thirty (30) working days from the date the quarterly expense report is received, the City may disapprove requested expenses claimed. If expenses claimed are disapproved, the City shall notify Consultant as to the disapproval and request repayment in the amount of the disapproved expenses. A decision by the City to disapprove an expense claim is final. There is no appeal process for Consultant.

Consultant shall provide a quarterly report (every 90 days) to the City's Recovery Team, or to the Mayor's assigned designee. The report shall include a formal review of all activities under this Agreement, including, but not limited to, the use of all funds, including at a minimum data regarding program participation and program administration.



In association with its quarterly report, Consultant shall maintain and keep full and proper records detailing the provision of services to citizens of Birmingham, including but not limited to assessment methods, quantitative and qualitative results, and impact evaluations. As a part of its quarterly report, Consultant shall make available to the City all reports, all internal and external records pertaining to the use of funds received from the City, and any other materials prepared in compliance with this Agreement pursuant to the submission of the quarterly invoice and quarterly report. Under no circumstance will Consultant be required to disclose personally identifiable information to the City.

**Section. 3.3. City's Obligations Contingent on Federal Funding and Consultant Compliance.** The payment of funds to Consultant under the terms of this Agreement shall be contingent on the receipt of such funds by the City from the ARPA/SLFRF and shall be subject to Consultant's continued eligibility to receive funds under the applicable provisions of state and federal laws. If the amount of funds that the City receives from the ARPA/SLFRF is reduced, the City may reduce the amount of funds awarded under this Agreement or terminate this Agreement. The City may also deny payment for Consultant's expenditures for Approved Activities where invoices or other reports are not submitted by the deadlines specified in this Agreement or for failure of Consultant to comply with the terms and conditions of this Agreement.

#### **Article IV. Financial Accountability.**

**Section. 4.1. Financial Management.** Consultant shall maintain a financial management system and financial records related to all transactions with funds received pursuant to this Agreement and with any program income earned as a result of funds received pursuant to this Agreement. Consultant must administer funds received pursuant to this Agreement in accordance with all applicable federal and state requirements, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, as required by the ARPA/SLFRF Assistance Listing (21.027). Consultant shall adopt such additional financial management procedures as may from time-to-time be prescribed by the City if required by applicable federal or state laws or regulations, or guidelines from US Department of Treasury. Consultant shall maintain detailed, itemized documentation and other necessary records of all income received and expenses incurred pursuant to this Agreement.

**Section. 4.2. Limitations on Expenditures.** The City shall only reimburse Consultant for documented expenditures incurred during the Agreement Term that are: (i) reasonable and necessary to carry out the scope of Approved Activities described in Exhibit D; (ii) documented by contracts or other evidence of liability consistent with established City and Consultant procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement. The City may not reimburse or otherwise compensate Consultant for any expenditures incurred or services provided prior to the Effective Date or following the earlier of the expiration or termination of this Agreement.

**Section. 4.3. Indirect Cost Rate.** The indirect cost rate, if any, indicated in Exhibit E (Approved Budget) shall apply to this Agreement.

**Section. 4.4. Financial and Other Reports.** Consultant shall submit to the City such reports and back-up data as may be required by the Federal Government or the City, including such reports which enable the City to submit its own reports to the US Department of Treasury, on or before the twentieth (20th) day of each month, which may be amended from time to time. This provision shall survive the expiration or termination of this Agreement with respect to any reports which the Consultant is required to submit to the City following the expiration or termination of this Agreement.

**Section. 4.5. Records Retention and Access.** Consultant shall maintain all records, books, papers, and other documents related to its performance of Approved Activities under this Agreement (including without limitation personnel, property, financial and medical records) through at least December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Agreement. Consultant shall make all records, books, papers, and other documents that relate to this Agreement available at all reasonable times for inspection, review, and audit by the authorized representatives of the City, the US Department of Treasury, the US Government Accountability Office, and any other authorized state or federal oversight office.

#### **Article V. Compliance with Agreement and Applicable Laws.**



**Section 5.1. American Rescue Plan Act Compliance.** The City has received as a Recipient a payment from the Coronavirus Local Fiscal Recovery Fund ("Local Fiscal Recovery Fund") established pursuant to Section 603 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 ("ARPA"); and the City intends to pay, in part or in whole, for the cost of the Agreement using monies received from the Fiscal Recovery Funds; and in using such funds, the City must comply with the terms of ARPA, regulations issued by the U.S. Department of the Treasury ("Treasury") governing the expenditure of monies distributed from the Fiscal Recovery Funds (including, without limitation, the Interim Final Rule (86 Fed. Reg. 26,786 (May 17, 2021) and Final Rule (87 Fed. Reg. 4,338 (Jan. 27, 2022))), the Award Terms and Conditions applicable to the Fiscal Recovery Funds, and such other guidance as Treasury has issued or may issue governing the expenditure of monies distributed from the Fiscal Recovery Funds (collectively, the "Regulatory Requirements"); and pursuant to the Regulatory Requirements, the City must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury has determined or may determine are inapplicable to the Fiscal Recovery Funds; and pursuant to 2 C.F.R. § 200.327, the City must include within the Agreement applicable provisions described in 2 C.F.R. Part 200 and the City shall not enter into the Agreement or make any distributions of funds to the using monies from the Fiscal Recovery Funds absent the Consultant's agreement and adherence to the terms and conditions contained herein. Consultant shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (UG), as adopted by the Department of Treasury at 2 CFR Part 1000 and as set forth in the Assistance Listing for ARPA/SLFRF (21.027). Consultant shall comply with requirements under the applicable UG provisions including, but not limited to:

- (a) Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- (b) Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- (c) Cooperation with Monitoring and Reporting Program Performance. Pursuant to Subpart D, Consultant shall permit the City to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable grant award, and Consultant agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.
- (d) Cooperation with Audits Requirements. Pursuant to Subpart F, Consultant shall cooperate fully with any reviews or audits of the activities under this Agreement by authorized representatives of the City, the US Department of Treasury, and the US Government Accountability Office. Consultant agrees to ensure to the extent possible the cooperation of its agents, employees, and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Agreement.
- (e) Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;



iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

(f) Protections for Whistleblowers. Consultant is hereby notified that they are required to: inform its employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform its employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

**Section. 5.2. General Compliance.** Consultant shall perform all Approved Activities funded by this Agreement in accordance with this Agreement, the award agreement between the City and the US Department of Treasury, and all applicable federal, state, and local requirements, including all applicable statutes, rules, regulations, executive orders, directives, or other requirements. Such requirements may be different from Consultant's current policies and practices. The City may assist Consultant in complying with all applicable requirements. However, Consultant remains responsible for ensuring its compliance with all applicable requirements.

**Section. 5.3. Expenditure Authority.** This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the ARPA/SLFRF grant. This Agreement is also subject to all applicable laws of the State of Alabama.

**Section. 5.4. Federal Restrictions on Lobbying.** Consultant shall comply with the restrictions on lobbying in 31 CFR Part 21. Pursuant to this regulation, Consultant may not use any federal funds to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. Consultant shall certify in writing that Consultant has not made, and will not make, any payment prohibited by these requirements using the form provided in Exhibit F (Lobbying Certifications).

**Section 5.5. Use of Name.** Neither party to this Agreement shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

**Section 5.6. Immigration Act Compliance.**

- (a) Consultant represents and warrants that it does not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, et seq., Code of Alabama 1975, as amended (the "Act").
- (b) Consultant represents and warrants that it will enroll in the E-Verify program prior to performing any work on the project in Alabama and shall provide documentation establishing that Consultant is enrolled in the E-Verify program. During the performance of this Agreement, Consultant shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations.
- (c) Consultant agrees to comply with all applicable provisions of the Act with respect to its subcontractors by entering into an agreement with or by obtaining an affidavit from such subcontractors providing work for



Consultant on the Project in Alabama, that such subcontractors are in compliance with the Act with respect to their participation in the E-Verify program. Consultant represents and warrants that Consultant shall not hire, retain, or contract with any subcontractor to work on the Project in Alabama which Consultant knows is not in compliance with the Act.

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

**Section 5.7. Non-discrimination.** During the performance of this Agreement, Consultant agrees as follows:

- (a) Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (b) In the event of Consultant's noncompliance with the nondiscrimination clauses of this Agreement, this Agreement may be canceled, terminated, or suspended in whole or in part and Consultant may be declared ineligible for further municipal contracts.

**Section 5.8. Participation of Historically Underutilized Business Enterprises.** Consultant acknowledges and agrees that the City, as a matter of public policy, encourages participation of minority- and women-owned and other disadvantaged business enterprises to the maximum extent possible. This policy includes historically under-utilized business enterprises such as architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of the City's business, economic and community revitalization programs.

**Section 5.9. Offset for Overdue Fees, Taxes, Etc.** Pursuant to Executive Order of the Mayor of Birmingham No. 76-09 (effective as of August 21, 2009), Consultant acknowledges and agrees that the City has the right to deduct from the total amount of consideration to be paid, if any, to Consultant under this Agreement all unpaid, delinquent, or overdue license fees, taxes, fines, penalties, and other amounts due the City from Consultant.

**Section 5.10. Not Debt of State.** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during this contract, be enacted, then that conflicting provision in the contract shall be deemed void. The parties' sole remedy for the settlement of any disputes arising under this Agreement shall be limited to filing a claim with the Board of Adjustment for the State of Alabama.

**Section 5.11. Due Authority.** The City has all requisite power and authority to execute and deliver this Agreement and to carry out its obligations and the transactions contemplated. This Agreement has been duly executed and delivered by the City and constitutes its legal, valid and binding obligation enforceable against it under its terms, and the consummation and performance by the City of the transactions contemplated will not violate or conflict with or constitute a default under any term or provision of the organizational documents of the City, or of any term of any law ordinance, rule or regulation of any governmental authority or of any term of any order, judgment or decree of any court, arbitrator or governmental authority.



**Section 5.12.** No Agreement made pursuant to this Act shall relieve any public agency of any obligation or responsibility imposed upon it by law except that to the extent of actual and timely performance thereof by a joint board or other legal entity or administrative entity created by an Agreement made hereunder, said performances may be offered in satisfaction of the obligation or responsibility.

#### **Article VI. Default and Termination.**

**Section. 6.1. Termination for Cause.** The City may terminate this Agreement for cause after three days written notice. Cause may include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, or failure to comply with any of the requirements of this Agreement.

**Section. 6.2. Termination Without Cause.** The City may terminate this Agreement for any reason, in its sole discretion, by providing Consultant with thirty (30) days prior written notice.

**Section. 6.3. Termination by Mutual Agreement.** City and Consultant may agree to terminate this Agreement for their mutual convenience through a written amendment to this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

**Section. 6.4. Termination Procedures.** If this Agreement is terminated, Consultant may not incur new obligations for the terminated portion of the Agreement after Consultant has received the notification of termination. Consultant must cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. Consultant shall not be relieved of liability to the City because of any breach of Agreement by Consultant. City may, to the extent authorized by law, withhold payments to Consultant for the purpose of set-off until the exact amount of damages due the City from Consultant is determined.

#### **Article VII. General Conditions.**

**Section. 7.1. Indemnification.** To the extent permitted by law, Consultant agrees to indemnify and hold harmless the CITY, and any of its officers, agents and employees, and the Federal Government from any claims of third parties arising out of any act or omission of Consultant in connection with the performance of this Agreement.

**Section. 7.2. Insurance.** Consultant must maintain liability coverage with minimum limits as follows:

- (1) General Liability: One Million Dollars (\$1,000,000);
- (2) Automobile Liability: Automobile Liability covering owned and rented vehicles operated by the Consultant with policy limits of not less than One Million Dollars (\$1,000,000) combined single limit and aggregate for bodily injury and property damage;
- (3) Workers Compensation: Workers' Compensation and Employers Liability as required by statute; and
- (4) Professional Liability: Professional Liability covering the Consultant's negligent acts, errors and omissions in its performance of professional services with policy limits of not less One Million Dollars (\$1,000,000) per claim and in the aggregate.

City may require higher limits if warranted by the nature of this Agreement and the type of activities to be provided. The insurer must provide the City with a Synopsis of Coverage reflecting the coverages required in this Section. Liability coverages required in this Section must remain in effect during the term of this Agreement. Consultant must provide the City prompt written notice of reduction or material modification of coverage.

**Section. 7.3. Venue and Jurisdiction.** City and Consultant agree that they executed and performed this Agreement in Jefferson County, Alabama. This Agreement will be governed by and construed in accordance with the laws of Alabama. The exclusive forum and venue for all actions arising out of this Agreement is the appropriate state court located in Jefferson County, Alabama. Such actions may not be commenced in, nor removed to, federal court unless required by law.

**Section. 7.4. Nonwaiver.** No action or failure to act by the City constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.

**Section. 7.5. Limitation of City Authority.** Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

**Section. 7.6. Severability.** If any provision of this Agreement is determined to be unenforceable in a judicial proceeding, the remainder of this Agreement will remain in full force and effect to the extent permitted by law.

**Section. 7.7. Assignment.** Consultant may not assign or delegate any of its rights or duties that arise out of this Agreement without the City's prior written consent. Unless the City otherwise agrees in writing, Consultant and all assigns are subject to all the City's defenses and are liable for all Consultant's duties that arise from this Agreement and all the City's claims that arise from this Agreement.

**Section. 7.8. Integration.** This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this Agreement.

**Section. 7.9. Notices.** All notices and other communications required or permitted by this Agreement must be in writing and must be given either by personal delivery, approved carrier, email, or mail, addressed as follows:

- (a) If to the City:  
Recovery Team, Mayor's Office  
City of Birmingham, City Hall  
710 North 20th Street  
Birmingham, Alabama 35203  
Attention: Christopher Hatcher, Chief Community Planner

with a copy to:  
City Attorney  
Office of City Attorney  
710 North 20th Street, Room 600  
Birmingham, Alabama 35203

- (b) If to the Consultant:  
Jefferson County Board of Health  
1400 6<sup>th</sup> Avenue South  
Birmingham, Alabama 35233  
Attention: Mark E. Wilson, M.D., Health Officer

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]



**Exhibit A: City of Birmingham Ordinance**

**Exhibit B: Jefferson County Board of Health Resolution**



**RESOLUTION**

**CITY OF BIRMINGHAM FUNDING AGREEMENT FOR THE HOSPITAL-LINKED  
VIOLENCE INTERVENTION PROGRAM**

**WHEREAS**, the Jefferson County Board of Health, (the "Board") and the City of Birmingham, Alabama ("City") are desirous to enter into an agreement to implement a hospital-based and hospital-linked violence intervention program to reduce gun violence (the Agreement); and,

**WHEREAS**, the Board is a county board of health constituted under the laws of the State of Alabama with its administrative arm the Jefferson County Department of Health (the "Department") under the direction of the Jefferson County Health Officer ("Health Officer"); and,

**WHEREAS**, the Board, the Department, and the Health Officer are responsible under Alabama Code §§ 22-3-1-5 to exercise supervision over the sanitary conditions and public health conditions in Jefferson County, including the municipalities, therein; and,

**WHEREAS**, the City is duly constituted under the laws of Alabama, located primarily within Jefferson County; and,

**WHEREAS**, The City is authorized pursuant to §§ 11-47-130-131, Code of Alabama 1975 to maintain the health and cleanliness of the City and may adopt such ordinances and regulations as the Council may deem necessary to insure such sanitary condition both in public places and in private premises in the City; and,

**WHEREAS**, on March 11, 2021, Congress enacted the American Rescue Plan Act of 2021 ("ARPA") to provide additional relief to address the continued impact of COVID-19 (i.e., coronavirus disease 2019) on the economy, public health, state and local governments, individuals, and businesses; and,

**WHEREAS**, the public health challenges of violent crime and gun violence were exacerbated by the COVID-19 pandemic; and,

**WHEREAS**, to respond to the far-reaching public health and negative economic impacts of the pandemic, by supporting the health of communities, and helping households, small businesses, impacted industries, nonprofits, and the public sector recover from economic impacts, the City issued a Request for Proposals (RFP) announcing the availability of ARPA funding to be allocated across discrete categories of services, as specified in the RFP; and

**WHEREAS**, the Jefferson County Board of Health submitted a proposal for the Jefferson County Department of Health to implement the Jefferson County, Alabama Hospital-linked Violence Intervention Program (the "HVIP Program") to be operated in collaboration with UAB Hospital's Trauma and Acute Care Surgery Service and aimed at reducing the revolving door of violent injury by engaging survivors of gun violence with hospital-based intervention and case management; and,

**WHEREAS**, the Jefferson County Board of Health has selected the Offender Alumni Association ("OAA") to serve as the Case Management provider for the HVIP Program; and,



**WHEREAS**, Act 1969-916 of the Acts of Alabama authorizes the municipalities and other governmental entities within Jefferson County to make the most efficient use of their powers by enabling them to cooperate with the state, the federal government and with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and developments of the county and municipalities and other governmental units and agencies therein; and,

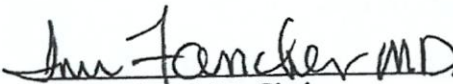
**WHEREAS**, it is in the public interest for the City and the Board to cooperate in the implementation of the HVIP Program; and,

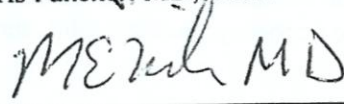
**WHEREAS**, the Board is desirous of entering into this Agreement whereby the City will donate funds in an amount not to exceed \$2,103,312.00 ("Total Agreement Funds") to support the HVIP Program's approved activities as described in the Agreement and Exhibits thereto:

**NOW, THEREFORE, BE IT RESOLVED**, THAT THE HEALTH OFFICER IS HEREBY AUTHORIZED TO SIGN THE ATTACHED AGREEMENT WITH THE CITY OF BIRMINGHAM ON BEHALF OF THE JEFFERSON COUNTY BOARD OF HEALTH AND OVERSEE THE PERFORMANCE OF ALL OTHER ACTS REQUIRED OF THE DEPARTMENT UNDER THE TERMS OF THE AGREEMENT.

The undersigned certify that the foregoing resolution was duly passed and approved by a majority of the quorum of the Board present at a regularly scheduled and duly noticed meeting on July 12, 2023.

**JEFFERSON COUNTY BOARD OF HEALTH**

By:   
Iris Fancher, MD, Chair

By:   
Mark Wilson, MD, Health Officer

**Exhibit C: Subaward Data**

Consultant Name	Jefferson County Board of Health
Consultant Unique Entity Identifier:	SAM.gov # DUNS# -
Federal Award Identification Number (FAIN):	63-0475700
Federal Award Date of Award to the Recipient by the Federal Agency:	May 2021
Subaward Period of Performance Start Date:	Date of Contract Execution (Effective Date)
Subaward Period of Performance End Date:	3 years following Effective Date
Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Consultant:	\$2,103,312.00
Total Amount of Federal Funds Obligated to the Consultant by the Pass-Through Entity Including the Current Obligation:	\$2,103,312.00
Total Amount of the Federal Award Committed to the Consultant by the Pass-Through Entity:	\$2,103,312.00
Federal Award Project Description:	1.11 – Community Violence Interventions
Name of Federal Awarding Agency:	Department of Treasury
Name of Pass-Through Entity:	City of Birmingham, Alabama
Contact Information for City of Birmingham, Alabama Authorizing Official:	Randall L. Woodfin, Mayor Mayor's Office City of Birmingham, City Hall 710 North 20th Street Birmingham, Alabama 35203
Contact Information for City Project Manager:	Christopher Hatcher, Chief Community Planner Recovery Team, Mayor's Office City of Birmingham, City Hall 710 North 20th Street Birmingham, Alabama 35203
CFDA Number and Name:	21.027- Coronavirus State and Local Fiscal Recovery Funds
Identification of Whether Subaward is R&D:	Not R&D
Consultant Indirect Costs:	See <u>Exhibit E</u> – Approved Budget

/



## Exhibit D: Approved Activities

### HVIP PLAN FOR BIRMINGHAM/JEFFERSON COUNTY

The Jefferson County Department of Health has made a commitment to provide sufficient funding to start the Jefferson County, Alabama Hospital-linked Violence Intervention Program (Jefferson County HVIP). (Note: The program will likely be rebranded with a different name). Furthermore, the JCDH intends to continue backbone funding to assure that the program can be sustained in future years. However, it is hoped that additional funding can be obtained for future years to expand the program for greater impact in the community. The JCDH issued a request for proposals in order to identify a qualified community-based organization to serve as the Case Management provider/operator for the HVIP, and the Offender Alumni Association ("OAA") was selected to serve as the Case Management provider for the Jefferson County HVIP. Operated in collaboration with UAB Hospital's Trauma and Acute Care Surgery Service and JCDH, the Jefferson County HVIP seeks to reduce gun violence in Jefferson County. Case Management is defined as the collaborative process that assesses, plans, facilitates, coordinates, and evaluates the options and services meet the health and human service needs of clients and families. Characteristics of effective case management include advocacy, education, assessment, communication, and resource management resulting in quality and cost-effective interventions and outcomes.

The proportion of City of Birmingham residents served by the HVIP will be greater than or equal to the proportion of funding provided by the City.

Jefferson County HVIP referrals will be made through the UAB Hospital's Trauma and Acute Care Surgery Service via confidential phone call or email. OAA staff will be trained on the referral process, trauma-informed care, obtaining informed consent and client enrollment, client assessment, case management services, care planning, community resources, and client follow-up. The goals and objectives of the Jefferson County HVIP are:

1. Reduce subsequent acts of violence
  - a. Identify and address client safety concerns, inclusive of potential relocation needs
  - b. Explicitly discuss and dissuade potential retaliation
  - c. Assess and address client risk factors for involvement in violence, including substance abuse, gang affiliation, probation status, etc.
2. Improve health outcomes
  - a. Completion of recommended post-hospitalization medical care for injury follow-up and ongoing health care, including provision of transportation to appointments and access to wound care supplies
  - b. Connection of client and their family with culturally competent, trauma-informed mental health services and support (for example: counseling for post-traumatic stress disorder, anger management, general mental health, substance use disorder stress management, and potentially faith-based counseling).
3. Enhance educational attainment

- a. Clients without a high school diploma or GED receive support to enroll in and complete education program(s) leading to completion of a high school diploma or GED
  - b. Clients with a high school diploma or GED supported in enrolling in a higher education program or vocational training program
4. Improve employability and employment status
- a. Link clients identifying employment as a goal with a job training program
  - b. Assist clients identifying employment as a goal with job seeking and readiness services
  - c. As needed, stabilize patient/client housing and legal situation to support education and employment goals, including attainment of governmental identification – Driver’s License or Non-Driver’s License and successful completion of probation or parole mandates, etc., directly or through linkage to community partners providing such services.

#### **Offender Alumni Association**

As Case Management provider, OAA, will hire, support, and manage Violence Intervention Specialists who assist in the delivery of case management services including meeting with gun violence survivors in the hospital setting, providing connections to social, medical, and mental health services, monitoring progress, and tracking the survivor’s outcomes over time. OAA has extensive experience in successfully addressing the social determinants of community-based violence, and the organization is well-integrated into, respected, and trusted by the communities and populations experiencing the highest rates of gun violence within Jefferson County. OAA will work collaboratively with the University of Alabama (UAB) Hospital’s Trauma and Acute Care Surgery Service and JCDH through the shared vision of reducing violent crimes among the citizens of Jefferson County, Alabama.

OAA will work closely with their current staff members, community partners, Jefferson County’s justice system, JCDH, UAB Hospital, social service partners and local educational institutions in identifying potential job candidates. Once the HVIP employees are hired, OAA will ensure that each staff member is in compliance with the extensive UAB Hospital regulatory and credentialing training requirements which will prepare OAA staff members to serve patients at UAB Hospital through the HVIP program. OAA will rely heavily on the referral process that is developed during the initial development, training, and implementation process. OAA’s HVIP staff will be prepared and available on the program start date. The HVIP Program schedule will be developed upon completion of training with JCDH, UAB Hospital, and HAVI, however, OAA is prepared for the 8am-5pm, Monday thru Friday schedule, with coverage for nights and weekends as needed.

OAA will administer a comprehensive organizational structure to establish program eligibility and obtain consent for program participation. Individuals referred through UAB Hospital; conducting and analyzing results from clients’ needs assessment using standardized tools; providing trauma-informed care in all aspects of interactions with potential and program enrolled clients and their families; developing, communicating, implementing, and evaluating the effectiveness of individuals case management plans based on assessed needs; maintaining professional and supportive relationships with program clients, participant families, UAB Hospital, JCDH, law enforcement, and community partners in a position to serve HVIP clients. Client information will remain with OAA and be shared only according to the HVIP agreement (i.e., HAVI, UAB, JCDH, etc.) and utilized during case management for trauma-informed care.



OAA's case management services will last six to twelve months from the client's program enrollment depending on client needs. HVIP's case management will consist of three Violent Intervention Specialists (VIS) who are specifically trained paraprofessional with a strong background in understanding community violence and who utilizes a trauma-informed approach to providing evidence-based case management services. The VIS will develop immediate post-hospital discharge plans for the survivors of gun violence in coordination with inpatient hospital staff and ongoing service plans with clients and their family based on formal assessments of the individual, family, and community risk factors for reinjury. In addition, the case management model will consist of one VIS Supervisor, who is responsible for the day-to-day management and supervision of VIS staff, as well as provide ongoing staff development and assist in linking clients to community-based resources. Lastly, the VIS supervisor will work closely with the program's Social Worker/Social Services Specialist in aligning the best resources for HVIP program clients or gun-violence victims and their family. Overall, OAA's HVIP program services will be based on the client's needs assessment, including physical and mental health services, substance abuse treatment, academic support, vocational and recreational programs, and transportation and housing assistance.

Outlined below are program services that will be administered throughout the HVIP initiative. OAA will work closely with subcontractors or service providers to ensure that effective trauma-based services are being provided and properly executed according to HAVI's HVIP compliance and recommendations.

#### **Service Providers Program Description:**

**IMPACT Family Counseling** ([www.impactal.org](http://www.impactal.org)) will provide a comprehensive program called the PROVE Program, which will integrate the following for participants referred through the HVIP Program:

1. **Education:** Participants will have the option to participate in the "Pay to Learn" program, enroll in HS or obtain a GED, if applicable, or enroll in a certification/vocational program;
2. **Assistance with employment:** IMPACT will leverage partnerships with vocational programs, local employers, and Central Six Alabama Works! to provide job placement assistance;
3. **Counseling Services:** IMPACT will provide a dedicated HVIP therapist to provide individual and family counseling to participants and facilitate Anger Control Training (ACT). IMPACT will increase participants' knowledge regarding the dynamics of domestic violence and prevent violent behavior through education and referrals to domestic violence professionals for 100% of program participants determined to be at risk;
4. **Parenting Development Activities:** IMPACT will offer "24/7 Dads" classes – seminars using Protective Factors and the Strengthening Families Curricula, support group activities, and case management to parents;
5. **Workforce Development:** Participants will enroll in "Ready to Work" through Lawson State Community College or Salvation Army. CMs will assist with job readiness, application completion, resume writing, mock interviews, and inform on professional presence. IMPACT's vast array of services and community partnership with United Way will provide excellent resources to HVIP participants. Participants will work closely with HVIP (VIS) and IMPACT case managers to make sure that participants' basic and emergency needs are met as well as provide referrals to other resources as needed.

**2nd Chance Lifesavers** ([www.2ndchancelifesavers.org](http://www.2ndchancelifesavers.org)) will provide HVIP program participants and their family the opportunity to change and redirect their lives on a meaningful path by providing life skills workshops on problem solving, critical thinking and conflict resolution. The goal is to help each participant and family member of the program find an alternative life path that they can believe in and achieve by:

1. Mentorship: Weekly meetings with former justice-involved mentors who can authentically challenge them by sharing their experience to why they changed their path, and by sharing the struggles and frustrations along the way.

2. Supportive Sessions: 2nd Chance will introduce the participants and family members to facilitators of similar demographics who can relate to and will share about their career paths and mental health care to address the trauma that violence has caused in lives of those who lived in those communities.

**Transportation**: OAA plans to provide transportation support via Lyft services, public transportation, and gas cards. OAA is ensuring that transportation is not a barrier for clients receiving medical or social services. Providing transportation will help alleviate stress levels that often cause reduction in program participation among people in vulnerable situations, such as a trauma victim from gun violence. OAA 15 passage van is available for group/family transportation to events, workshops and employment opportunities.

**Data Collection**: OAA data collection will begin with program enrollment and the initial needs assessment. All HVIP partners and staff members will be knowledgeable of the program's data collection model. Clients will be informed during enrollment that their information will be used but will remain confidential according to program policies. In addition, OAA's VIS Supervisor will establish relationships with UAB's hospital HVIP representatives for the purposes of accessing and sharing client information for data collection purposes. OAA's data collection model will reflect HAVI's program compliance and accountability requirements.

**Sustainability**: OAA has contracted a grants manager/compliance officer who will assist in managing the growth of funding resources, including the potentially awarded funds, helping to leverage grant funds, and producing sustainability.

In support of the HVIP program, OAA plans to access reimbursable funding for client services such as the Victims of Crime Act Victim Assistance Grant Program through the Alabama Department of Economic and Community Affairs (ADECA). In addition, OAA will apply through the Family Violence Prevention and Service Act grant program, in efforts to prevent family violence and provide immediate shelter and related assistance to victims of family violence and their children. Lastly, OAA will research additional justice related resources through the U.S. Department of Justice.



**Exhibit E: Approved Budget**

**HVIP Case Management Budget for Year 1**

**HVIP Operational Expenses for Year 1: \$1,150,565**

**Salaries and Fringe Benefits** (Fringe benefits estimated at 22%): \$480,090

Program Manager (\$70,000 plus fringe) = \$85,400

Licensed Social Worker/Social Services Specialist (\$60,000 plus fringe) = \$73,200

Violence Intervention Supervisor (\$59,500 plus fringe) = \$72,590

Violence Prevention Specialist (\$55,000 plus fringe + \$67,100 x 3) = \$201,300

Data Analyst-part time (\$40,000 plus fringe) = \$48,800

Trauma Unit Liaison (supervises VPP and LGSW while at UAB) – provided in-kind by UAB

Research Coordinator (either provided in-kind by UAB or through JCDH PGA -05 Contract)

**Indirect rate** for 3rd party entity recruiting, hiring, housing non-hospital based HVIP staff estimated at 62% using (as an example only) the Urban League's 2019 Indirect Rate = \$297,656

<b>Office Supplies</b>	\$2,500
<b>Copier Supplies</b>	\$2,000
<b>Printing &amp; Duplicating</b> (consents, assessment tools, referral forms, business cards)	\$2,500
<b>Postage &amp; Shipping</b>	\$500
<b>Subscriptions</b>	\$2,500
<b>Reference Books/Materials</b>	\$1,500
<b>Registration/Tuition</b>	\$42,000
\$15,000 for in-person additional staff training	
\$2,000 for 5 registrations for HAVI Annual Conference at \$400/each	
\$25,000 for additional training on trauma informed care, effective referral making, documentation training, etc.	
<b>Educational/Technical Supplies</b>	\$1,000
<b>Meeting/Seminar Supplies</b>	\$9,000
Materials and food for HAVI training - \$3,000	
Trauma Informed Care and Other Training materials/food = \$3,000	
Peer counseling/coaching session materials/food = \$3,000	
<b>Mileage</b>	\$18,000
\$1,000 for local training	
\$17,000 for client services transport and parking at hospital	
<b>Client Emergency Funds</b> (short-term housing, food, clothing, health care)	\$25,000
<b>Per Diem/Travel</b>	\$23,000
HAVI Annual Conference X 5 at \$2,300 = \$11,500	
Trauma Informed Care/Social Service provision and Documentation Training - \$11,500	
<b>Membership</b>	\$350
HAVI Emerging Program dues - \$350	



<b>Utility/Communication</b>	\$12,800
Cell phone initial purchase estimated at \$700 x 6 phones = \$4,200	
Cell phone service contract estimated at \$60/month x 12 months x 6 phones = \$4,320	
Hot spots for laptops used in the field est. at \$60/month x 12 months x 6 phones = \$4,320	
<b>Minor Equipment</b>	\$16,445
Laptops with MS Office estimated @ \$2,000 x 7 = \$14,000	
Staplers, Tape Dispensers, Filing racks, calculators, etc. = \$1,500	
Desk phones estimated at \$135/each x 7 = \$945	
<b>Other Professional Services</b>	\$213,725
Contract Grant Writing - \$25,000	
Legal Fees/Consulting - \$25,000	
Program Evaluation - \$10,000	
Client Support Services - \$142,500	
Staff Wellness Services - \$8,000	
Program Marketing - \$3,225	
	<b>TOTAL = \$1,150,566</b>

**Violence Intervention & Prevention Partners (VIP<sup>2</sup>)\*\*\***  
**HVIP Operational Expenses for Year 2 (Estimated)**  
**\$2,103,312**

<b>Salaries and Fringe Benefits</b>	\$910,483.56
(Fringe benefits estimated at 22%; Year 2 salaries include a 5% performance Increase for VIP2 staff hired in Year 1 and continuing in Year 2)	
Program Manager (\$72,000) plus fringe = \$87,840	
Licensed Social Worker/Social Services Specialist (\$63,000 plus fringe) = \$76,860	
Licensed Social Worker/Social Services Specialist <i>hired in Year 2</i> (\$60,000 plus fringe) = \$73,200	
Violence Intervention Specialist Supervisor (\$60,000 plus fringe) = \$73,200	
Violence Intervention Specialists (\$48,930 plus fringe x 3) = \$179,083.80	
Violence Intervention Specialists <i>hired in Year 2</i> (\$46,600 plus fringe X3) = \$170,556	
Credible Messenger: Youth Engagement (\$45,864 plus fringe) = \$55,954.08	
Credible Messenger: Family Engagement (\$45,864 plus fringe) = \$55,954.08	
Data Analyst-part time (\$42,000 plus fringe) = \$51,240	
Grants Compliance Officer-part-time (\$27,300 plus fringe) = \$33,306	
Administrative Assistant (\$43,680 plus fringe) = \$53,289.60	
Trauma Unit Liaison (supervises VPP and LGSW while at UAB) = in-kind by UAB	
Research Coordinator (either in kind by UAB or through JCDH PGA -05 Contract)	
<b>Indirect Rate</b> estimated using JCDH's Current Indirect Rate of 57.09% =	\$519,795.06

**Materials & Supplies**

\$673,033.40<sup>1</sup>

**Office Supplies** \$4,000

**Copier Supplies** \$4,000

**Printing & Duplicating (consents, assessment tools, referral forms, business cards)** \$5,000

**Postage & Shipping** \$1,000

**Subscription and Software Fees** \$2,500

**Reference Books/Materials** \$1,000

**Registration/Tuition** \$24,000

\$20,000 for in-person additional staff training on trauma informed care, effective referral making, documentation training, etc. for staff hired in Year 2 plus "booster" trainings for Year 1 staff

\$4,000 for 10 registrations for HAVI Annual Conference @ \$400/each

**Educational/Technical Supplies** \$1,500

**Meeting/Seminar Supplies** \$11,000

Materials and food for HAVI training -\$2,000

Trauma Informed Care and Other Training materials/food - \$3,000

Peer counseling/coaching session materials/food -\$6,000

**Mileage** \$34,500

\$500 for local training

\$34,000 for client services transport and parking at hospital

**Client Emergency Fund** (short-term housing, food, utilities clothing, health care supplies) \$50,000

**Per Diem/Travel** \$36,800

HAVI Annual Conference X 10 at \$2,300 (see 810125 for details)-\$25,300

Trauma Informed Care, Social Service provision and Documentation training for Year 2 hires- \$11,500

**Membership** \$550

HAVI Organizational Member dues - \$550

**Utility/Communication** \$19,340

Cell phone initial purchase estimated at \$700 x 5 phones = \$3,500

Cell phone service contract estimated at \$60/month x 12 months x 11 phones = \$7,920

Hot spots for laptops estimated at \$60/month x 12 months x 11 phones = \$7,920

**Minor Equipment** \$11,675

Laptops with MS Office estimated @ \$2,000 x 5 = \$10,000

Staplers, Tape Dispensers, Filing racks, calculators, etc. = \$1,000

Desk phones estimated at \$135/each x 5 = \$675

**Other Professional Services** \$466,168.70

Initial HVIP Training through the HAVI and Certification for Year2 hires - \$75,000

Contract Grant Writing - \$25,000  
Legal Fees/Consulting -\$25,000  
Program Evaluation - \$10,000  
Client Support Service Contracts - \$311,943.40  
Staff Wellness Services -\$16,000  
Program Marketing -\$3,225

**TOTAL VIP2 Year 2 Estimated Operational Budget = \$2,103,312**

\*\*\* Violence Intervention & Prevention Partners (VIP<sup>2</sup>) is the name of the hospital-linked violence intervention program serving eligible and consenting persons enrolled from UAB Hospital's Trauma and Acute Care Service's inpatient population.

Revised 4.27.23 to utilize COB's Year 2 and Year 3 contributions of \$1,021,025 and \$1,082,287 respectively. Expending the City of Birmingham's contribution to funding VIP2 during the program's second year was recommended during a meeting with Chris Hatcher to ensure the ARPA funds were expended prior to the deadline established by the federal government

1

### Exhibit F: Lobbying Certification

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Consultants shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Signature of Consultant's Authorized Official

\_\_\_\_\_  
Name and Title of Consultant's Authorized Official

\_\_\_\_\_  
Date



**Exhibit G: Key Personnel**

Mark Wilson MD	Jefferson County Department of Health, Health Officer
Jeffrey Kerby, MD, PhD, FACS	UAB Division of Trauma and Acute Care Surgery, Director
Parker Hu, M.D., FACS	UAB, Assistant Trauma Medical Director
Rondi Gelbard, M.D., FACS	UAB, Trauma/Burn ICU Medical Director & Chief of Critical Care Service
Daniel Cox, MD	UAB, Chief of Trauma Service
Samuel Windham, III, MD	UAB, Chief of Surgical Critical Care Service
Marty Vander Noot, MD	UAB, Chief of Inpatient Wound Care Service
Lauren Tanner, MD	UAB, Chief of Emergency General Surgery & Trauma and Surgical Critical Care Fellowship Program Director
Deborah Daniels	Offender Alumni Association, President & Case Manager Director
Felencia Dickerson	Offender Alumni Association, Director of Programs
Lisa Guss	Offender Alumni Association, Development Director
LaTashae Walker	Offender Alumni Association, Grant Compliance Officer
Stacy C. Moak, JD, PhD	Offender Alumni Association, Data Analyst

## RESOLUTION

**WHEREAS**, the Jefferson County Board of Health, (the "Board") and the City of Birmingham, Alabama ("City") are desirous to enter into an agreement to implement a hospital-based and hospital-linked violence intervention program to reduce gun violence (the Agreement); and,

**WHEREAS**, the Board is a county board of health constituted under the laws of the State of Alabama with its administrative arm the Jefferson County Department of Health (the "Department") under the direction of the Jefferson County Health Officer ("Health Officer"); and,

**WHEREAS**, the Board, the Department, and the Health Officer are responsible under Alabama Code §§ 22-3-1-5 to exercise supervision over the sanitary conditions and public health conditions in Jefferson County, including the municipalities, therein, and,

**WHEREAS**, the City is duly constituted under the laws of Alabama, located primarily within Jefferson County; and,

**WHEREAS**, The City is authorized pursuant to §§ 11-47-130-131, Code of Alabama 1975 to maintain the health and cleanliness of the City and may adopt such ordinances and regulations as the Council may deem necessary to insure such sanitary condition both in public places and in private premises in the City; and,

**WHEREAS**, on March 11, 2021, Congress enacted the American Rescue Plan Act of 2021 ("ARPA") to provide additional relief to address the continued impact of COVID-19 (i.e., coronavirus disease 2019) on the economy, public health, state and local governments, individuals, and businesses; and,

**WHEREAS**, the public health challenges of violent crime and gun violence were exacerbated by the COVID-19 pandemic; and,

**WHEREAS**, to respond to the far-reaching public health and negative economic impacts of the pandemic, by supporting the health of communities, and helping households, small businesses, impacted industries, nonprofits, and the public sector recover from economic impacts, the City issued a Request for Proposals (RFP) announcing the availability of ARPA funding to be allocated across discrete categories of services, as specified in the RFP; and

**WHEREAS**, the Jefferson County Board of Health submitted a proposal for the Jefferson County Department of Health to implement the Jefferson County, Alabama Hospital-linked Violence Intervention Program (the "HVIP Program") to be operated in collaboration with UAB Hospital's Trauma and Acute Care Surgery Service and aimed at reducing the revolving door of violent injury by engaging survivors of gun violence with hospital-based intervention and case management; and,

**WHEREAS**, the Jefferson County Board of Health has selected the Offender Alumni Association ("OAA") to serve as the Case Management provider for the HVIP Program; and,

**WHEREAS**, Act 1969-916 of the Acts of Alabama authorizes the municipalities and other governmental entities within Jefferson County to make the most efficient use of their powers by enabling them to cooperate with the state, the federal government and with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and developments of the county and municipalities and other governmental units and agencies therein; and,

**WHEREAS**, it is in the public interest for the City and the Board to cooperate in the implementation of the HVIP Program; and,

**WHEREAS**, the Board is desirous of entering into this Agreement whereby the City will donate funds in an amount not to exceed \$2,103,312.00 ("Total Agreement Funds") to support the HVIP Program's approved activities as described in the Agreement and Exhibits thereto:

**NOW, THEREFORE, BE IT RESOLVED**, THAT THE HEALTH OFFICER IS HEREBY AUTHORIZED TO SIGN THE ATTACHED AGREEMENT WITH THE CITY OF BIRMINGHAM ON BEHALF OF THE JEFFERSON COUNTY BOARD OF HEALTH AND OVERSEE THE PERFORMANCE OF ALL OTHER ACTS REQUIRED OF THE DEPARTMENT UNDER THE TERMS OF THE AGREEMENT.

The undersigned certify that the foregoing resolution was duly passed and approved by a majority of the quorum of the Board present at a regularly scheduled and duly noticed meeting on July 12, 2023.

**JEFFERSON COUNTY BOARD OF HEALTH**

By: \_\_\_\_\_  
Chair

By: \_\_\_\_\_  
Health Officer



# HVIP Case Management Budget for Year 1

## HVIP Operational Expenses for Year 1: \$1,150,565

### Salaries and Fringe Benefits (Fringe benefits estimated at 22%): \$480,090

- Program Manager (\$70,000 plus fringe) = \$85,400
- Licensed Social Worker/Social Services Specialist (\$60,000 plus fringe) = \$73,200
- Violence Intervention Supervisor (\$59,500 plus fringe) = \$72,590
- Violence Prevention Specialist (\$55,000 plus fringe + \$67,100 x 3) = \$201,300
- Data Analyst-part time (\$40,000 plus fringe) = \$48,800
- Trauma Unit Liaison (supervises VPP and LGSW while at UAB) – provided in-kind by UAB
- Research Coordinator (ether provided in-kind by UAB or through JCDH PGA -05 Contract)

Indirect rate for 3rd party entity recruiting, hiring, housing non-hospital based HVIP staff estimated at 62% using (as an example only) the Urban League's 2019 Indirect Rate = \$297,656

<b>Office Supplies</b>	\$2,500
<b>Copier Supplies</b>	\$2,000
<b>Printing &amp; Duplicating</b> (consents, assessment tools, referral forms, business cards)	\$2,500
<b>Postage &amp; Shipping</b>	\$500
<b>Subscriptions</b>	\$2,500
<b>Reference Books/Materials</b>	\$1,500
<b>Registration/Tuition</b>	\$42,000
\$15,000 for in-person additional staff training	
\$2,000 for 5 registrations for HAVI Annual Conference at \$400/each	
\$25,000 for additional training on trauma informed care, effective referral making, documentation training, etc.	
<b>Educational/Technical Supplies</b>	\$1,000
<b>Meeting/Seminar Supplies</b>	\$9,000

Materials and food for HAVI training - \$3,000  
 Trauma Informed Care and Other Training materials/food = \$3,000  
 Peer counseling/coaching session materials/food = \$3,000

<b>Mileage</b>	<b>\$18,000</b>
\$1,000 for local training	
\$17,000 for client services transport and parking at hospital	
<b>Client Emergency Funds (short-term housing, food, clothing, health care)</b>	<b>\$25,000</b>
<b>Per Diem/Travel</b>	<b>\$23,000</b>
HAVI Annual Conference X 5 at \$2,300 = \$11,500	
Trauma Informed Care/Social Service provision and Documentation Training - \$11,500	
<b>Membership</b>	<b>\$350</b>
HAVI Emerging Program dues - \$350	
<b>Utility/Communication</b>	<b>\$12,800</b>
Cell phone initial purchase estimated at \$700 x 6 phones = \$4,200	
Cell phone service contract estimated at \$60/month x 12 months x 6 phones = \$4,320	
Hot spots for laptops used in the field est. at \$60/month x 12 months x 6 phones = \$4,320	
<b>Minor Equipment</b>	<b>\$16,445</b>
Laptops with MS Office estimated @ \$2,000 x 7 = \$14,000	
Staplers, Tape Dispensers, Filing racks, calculators, etc. = \$1,500	
Desk phones estimated at \$135/each x 7 = \$945	
<b>Other Professional Services</b>	<b>\$213,725</b>
Contract Grant Writing - \$25,000	
Legal Fees/Consulting - \$25,000	
Program Evaluation - \$10,000	
Client Support Services - \$142,500	
Staff Wellness Services - \$8,000	
Program Marketing - \$3,225	

**TOTAL = \$1,150,566**

## Estimated HVIP Case Management Budget for Year 2

**HVIP Operational Expenses for Year 2: \$2,042,051**

**Salaries and Fringe Benefits** (Fringe benefits estimated at 22%; Performance Increase estimated at 5%) - \$ 852,445

Program Manager (\$73,500) plus fringe = \$89,670

Licensed Social Worker/Social Services Specialist (\$63,000 plus fringe) = \$76,860

Licensed Social Worker/Social Services Specialist hired in Year 2 (\$59,500 plus fringe) = \$73,200

Violence Intervention Supervisor (\$62,475 plus fringe) = \$76,220

Violence Intervention Supervisor hired in Year 2 (\$59,500 plus fringe) = \$72,590

Violence Intervention Specialist (\$57,750 plus fringe x 3) = \$211,365

Violence Intervention Specialist hired in Year 2 (\$55,000 plus fringe X3) = \$201,300

Data Analyst-part time (\$42,000 plus fringe) = \$51,240

Trauma Unit Liaison (supervises VPP and LGSW while at UAB) = in-kind by UAB

Research Coordinator (ether in kind by UAB or through JCDH PGA -05 Contract)

**Indirect rate** estimated using (example only) the Urban League's 2019 Indirect Rate of 62% - \$528,516

<b>Office Supplies</b>	\$4,000
<b>Copier Supplies</b>	\$4,000
<b>Printing &amp; Duplicating (consents, assessment tools, referral forms, business cards)</b>	\$5,000
<b>Postage &amp; Shipping</b>	\$1,000
<b>Subscription Fees</b>	2,500
<b>Reference Books/Materials</b>	\$1,000

<b>Registration/Tuition</b>	\$24,000
<p>\$20,000 for in-person additional staff training on trauma informed care, effective referral making, documentation training, etc. for staff hired in Year 2 plus "booster" trainings for Year 1 staff</p> <p>\$4,000 for 10 registrations for HAVI Annual Conference @ \$400/each</p>	
<b>Educational/Technical Supplies</b>	\$1,500
<b>Meeting/Seminar Supplies</b>	\$11,000
<p>Materials and food for HAVI training -\$2,000</p> <p>Trauma Informed Care and Other Training materials/food - \$3,000</p> <p>Peer counseling/coaching session materials/food -\$6,000</p>	
<b>Mileage</b>	\$34,500
<p>\$500 for local training</p> <p>\$34,000 for client services transport and parking at hospital</p>	
<b>Client Emergency Fund (short-term housing, food, utilities clothing, health care supplies)</b>	\$50,000
<b>Per Diem/Travel</b>	\$36,800
<p>HAVI Annual Conference X 10 at \$2,300 25,300</p> <p>Trauma Informed Care, Social Service provision and Documentation training for Year 2 hires- \$11,500</p>	
<b>Membership</b>	\$550
<p>HAVI Organizational Member dues - \$550</p>	
<b>Utility/Communication</b>	\$19,340
<p>Cell phone initial purchase estimated at \$700 x 5 phones = \$3,500</p> <p>Cell phone service contract estimated at \$60/month x 12 months x 11 phones = \$7,920</p> <p>Hot spots for laptops estimated at \$60/month x 12 months x 11 phones = \$7,920</p>	
<b>Minor Equipment</b>	\$11,675
<p>Laptops with MS Office estimated @ \$2,000 x 5 = \$10,000</p> <p>Staplers, Tape Dispensers, Filing racks, calculators, etc. = \$1,000</p> <p>Desk phones estimated at \$135/each x 5 = \$675</p>	
<b>Other Professional Services</b>	\$454,225



Initial HVIP Training through the HAVI and Certification for Year 2 hires - \$75,000  
Contract Grant Writing - \$25,000  
Legal Fees/Consulting -\$25,000  
Program Evaluation - \$10,000  
Client Support Service Contracts - \$300,000  
Staff Wellness Services -\$16,000  
Program Marketing -\$3,225

**TOTAL = \$2,042,051**

## Estimated HVIP Case Management Budget for Year 3

HVIP Operational Expenses for Year 2: \$2,164,575

Continuation of same Programming as Year 2: \$2,042,051

3% Inflation/Cost of Living Adjustment: \$61,262

**TOTAL = \$2,164,575**

(Note: Additional operation and possible expansion beyond year 3 and beyond would be contingent upon finding additional funding sources such as federal grants, beyond JCDH's intended continuation of level funding for "backbone" support.)

### Funding Sources

#### Year 1

JCDH: \$1,150,565

City of Birmingham: \$0

**TOTAL: \$1,150,565**

#### Year 2

JCDH: \$1,021,026

City of Birmingham: \$1,021,025

**TOTAL: \$2,042,051**

#### Year 3

JCDH: \$1,082,288

City of Birmingham: \$1,082,287

**TOTAL: \$2,164,575**

### Overall 3-year Intended Funding Support

JCDH: \$3,253,819

City of Birmingham: \$2,103,312

**Violence Intervention & Prevention Partners (VIP<sup>2</sup>)\*\*\***  
**Year 2 Estimated Operational Expenses**  
**\$2,103,312**

**Salaries and Fringe Benefits - \$910,483.56**

(Fringe benefits estimated at 22%; Year 2 salaries include a 5% performance Increase for VIP<sup>2</sup> staff hired in Year 1 and continuing in Year 2)

Program Manager (\$72,000) plus fringe = \$87,840

Licensed Social Worker/Social Services Specialist (\$63,000 plus fringe) = \$76,860

Licensed Social Worker/Social Services Specialist hired in Year 2 (\$60,000 plus fringe) = \$73,200

Violence Intervention Specialist Supervisor (\$60,000 plus fringe) = \$73,200

Violence Intervention Specialists (\$48,930 plus fringe x 3) = \$179,083.80

Violence Intervention Specialists hired in Year 2 (\$46,600) plus fringe X3 = \$170,556

Credible Messenger: Youth Engagement (\$45,864 plus fringe) = \$55,954.08

Credible Messenger: Family Engagement (\$45,864 plus fringe) = \$55,954.08

Data Analyst-part time (\$42,000 plus fringe) = \$51,240

Grants Compliance Officer-part-time (\$27,300 plus fringe) = \$33,306

Administrative Assistant (\$43,680 plus fringe) = \$53,289.60

Trauma Unit Liaison (supervises VPP and LGSW while at UAB) = in-kind by UAB

Research Coordinator (ether in kind by UAB or through JCDH PGA -05 Contract)

**Indirect Rate** estimated using JCDH's Current Indirect Rate of 57.09% = **\$519,795.06**

**Materials & Supplies - \$673,033.40**

Office Supplies	\$4,000
Copier Supplies	\$4,000
Printing & Duplicating (consents, assessment tools, referral forms, business cards)	\$5,000
Postage & Shipping	\$1,000

<b>Subscription and Software Fees</b>	\$2,500
<b>Reference Books/Materials</b>	\$1,000
<b>Registration/Tuition</b>	\$24,000
<p>\$20,000 for in-person additional staff training on trauma informed care, effective referral making, documentation training, etc. for staff hired in Year 2 plus "booster" trainings for Year 1 staff</p> <p>\$4,000 for 10 registrations for HAVI Annual Conference @ \$400/each</p>	
<b>Educational/Technical Supplies</b>	\$1,500
<b>Meeting/Seminar Supplies</b>	\$11,000
<p>Materials and food for HAVI training -\$2,000</p> <p>Trauma Informed Care and Other Training materials/food - \$3,000</p> <p>Peer counseling/coaching session materials/food -\$6,000</p>	
<b>Mileage</b>	\$34,500
<p>\$500 for local training</p> <p>\$34,000 for client services transport and parking at hospital</p>	
<b>Client Emergency Fund (short-term housing, food, utilities clothing, health care supplies)</b>	\$50,000
<b>Per Diem/Travel</b>	\$36,800
<p>HAVI Annual Conference X 10 at \$2,300 (see 810125 for details)-\$25,300</p> <p>Trauma Informed Care, Social Service provision and Documentation training for Year 2 hires- \$11,500</p>	
<b>Membership</b>	\$550
<p>HAVI Organizational Member dues - \$550</p>	
<b>Utility/Communication</b>	\$19,340
<p>Cell phone initial purchase estimated at \$700 x 5 phones = \$3,500</p> <p>Cell phone service contract estimated at \$60/month x 12 months x 11 phones = \$7,920</p> <p>Hot spots for laptops estimated at \$60/month x 12 months x 11 phones = \$7,920</p>	
<b>Minor Equipment</b>	\$11,675
<p>Laptops with MS Office estimated @ \$2,000 x 5 = \$10,000</p> <p>Staplers, Tape Dispensers, Filing racks, calculators, etc. = \$1,000</p> <p>Desk phones estimated at \$135/each x 5 = \$675</p>	
<b>Other Professional Services</b>	\$466,168.70
<p>Initial HVIP Training through the HAVI and Certification for Year2 hires - \$75,000</p> <p>Contract Grant Writing - \$25,000</p> <p>Legal Fees/Consulting - \$25,000</p> <p>Program Evaluation - \$10,000</p> <p>Client Support Service Contracts - \$311,943.40</p>	

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Staff Wellness Services -\$16,000  
Program Marketing -\$3,225

**TOTAL VIP<sup>2</sup> Year 2 Estimated Operational Budget = \$2,103,312**

\*\*\* Violence Intervention & Prevention Partners (VIP<sup>2</sup>) is the name of the hospital-linked violence intervention program serving eligible and consenting persons enrolled from UAB Hospital's Trauma and Acute Care Service's inpatient population.

Revised 4.27.23 to utilize COB's Year 2 and Year 3 contributions of \$1,021,025 and \$1,082,287 respectively. Expending the City of Birmingham's contribution to funding VIP<sup>2</sup> during the program's second year was recommended during a meeting with Chris Hatcher to ensure the ARPA funds were expended prior to the deadline established by the federal government.



## HOSPITAL-LINKED VIOLENCE INTERVENTION PROGRAM: REQUEST FOR PROPOSALS

*A special grant program of the Jefferson County Public Health Advised Fund at the Community Foundation of Greater Birmingham to provide the institutional home for and operation of case management services for clients of a Hospital-Linked Violence Intervention Program.*

### Introduction / Background

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The Jefferson County Department of Health (JCDH), located in Birmingham, Alabama serves a population of about 657,000 residents. JCDH serves the most populous county in the state through providing select primary and limited specialty care and core public health services to county residents. The mission of JCDH is to prevent disease, assure access to quality health care, promote a healthy lifestyle and environment, and protect against public health threats.

In 2019, JCDH completed a comprehensive community health assessment and identified controlling gun violence and improving community safety as the leading strategic issue for improving health for the Community Health Improvement Plan of Jefferson County, Alabama.

During 2020, a Community Roundtable, comprised of public and private organizations, and community members with a deep interest in reducing gun violence, reviewed various approaches to reducing violence and identified hospital-based violence intervention programs as having the highest likelihood of being successfully launched within Jefferson County, Alabama. UAB Hospital expressed interest in partnering with a community-based agency to launch a violence intervention program that would provide case management and wrap around services for eligible and consenting gun violence survivors from UAB Hospital's Trauma and Acute Care Surgery Service. JCDH secured the services of the Health Alliance for Violence Intervention (HAVI) to assist in determining Jefferson County's suitability for launching a hospital-based/linked violence intervention program (HVIP) and to provide initial training and technical assistance for launching an HVIP in Jefferson County, Alabama. UAB Hospital will provide initial inpatient care, clinical stabilization, and referral to the program. A community agency is sought to provide ongoing assessment and case management for consented and enrolled HVIP clients to address and evaluate the impact of services the agency directly provides or arranges to meet the assessed needs of the client (survivors of gun violence enrolled in the HVIP) with the overall goal of reducing the risk of client re-injury through gun violence or commission of a retaliatory act of violence and to promote individual and community healing from trauma to help those affected by violence lead healthy, productive lives.

### Statement of Purpose

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The Jefferson County Public Health Advised Fund (PHAF) is seeking a qualified community-based organization to serve as the Case Management provider/operator for a hospital-linked violence intervention program. Conducted in collaboration with UAB Hospital's Trauma and Acute Care Surgery Service and JCDH, the Jefferson County, Alabama Hospital-linked Violence Intervention Program seeks to reduce gun violence in Jefferson County, Alabama. Case Management is defined as the collaborative process that assesses, plans, facilitates, coordinates, and evaluates the options and services meet the health and human service needs of clients and families. Characteristics of effective case management include advocacy, education, assessment, communication, and



resource management resulting in quality and cost-effective interventions and outcomes.

The community-based organization will hire, support and manage Violence Intervention Specialists who assist in the delivery of case management services including meeting with survivors of gun violence in the hospital setting, providing connections to social, medical and mental health services, monitoring progress, and tracking over time. The community-based agency should have extensive experience successfully addressing the social determinants of community-based violence, be well-integrated into and be respected and trusted by the communities and populations experiencing the highest rates of gun violence within Jefferson County, Alabama.

A maximum of \$1,150,565 in funding will be available for a one-year pilot of the HVIP, but the PHAF intends to provide backbone funding for future years pending review of progress, achievement of goals and objectives, and approval of grants. Future year funding could also include companion federal funding.

## HVIP Overview

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In 2019, the fifth leading cause of death for Americans ages 1-44 years was homicide. According to a 2017 report published by the Centers for Disease Control and Prevention, homicide is the leading cause of death for Black males, ages 1-44 years. (<https://www.cdc.gov/injury/wisqars/animated-leading-causes.html>; <https://www.cdc.gov/healthequity/lcod/men/2017nonhispanic-black/index.htm>)

Gun violence is an epidemic that disproportionately affects low-income communities and communities of color. Evidence-based violence prevention and intervention programs, such as hospital-based and hospital-linked violence intervention programs reduce the revolving door of violent injury, specifically gun violence. Engaging survivors of gun violence while in the hospital setting during their recovery presents an opportunity to change and save lives while reducing retaliation and recidivism. Data reveals that 44% of young people hospitalized for violence will return to the hospital with another violent injury within five years, and ultimately, twenty percent of these individuals die by violence. (Sims, D.W., and Bivins, B.A. (1989) Urban trauma: a chronic recurrent disease. *Journal of Trauma* 29(7): 940-946.)

Without further intervention, hospitals often discharge violently injured patients to the same environments where the patient was injured and without a plan for safety and managing community pressures to seek revenge. This often results in a perpetuated cycle of violence resulting in more deaths, injuries, arrests, loss of human potential, and loss of community healing.

HVIPs provide outreach to persons involved in the cycle of violence soon after clinical stabilization in the hospital inpatient setting. At this critical time, this vulnerable population is at a crossroads: persons may encourage retaliation for the violence experienced, or the traumatic experience can be a point to end the cycle of violence. Breaking the cycle of violence involves providing survivors the opportunity to receive case management services and work with a trained Violence Intervention Specialist, typically a paraprofessional from the community, who provides trauma-informed crisis intervention, long-term, individualized case management based on assessed needs, linkages to community-based services, mentoring, home and community visits, and follow-up assistance designed to promote health, including mental and physical recovery from trauma, and, as needed, substance abuse services.

The HVIP model engages Violence Intervention Specialists (VIS) who can quickly gain the trust of traumatized violence survivors and their family members in the hospital. Violence Intervention Specialists possess excellent people skills, street smarts, and cultural sensitivity and humility; reflect the racial and ethnic diversity of HVIP



clients, and many have a personal history of exposure to violence and/or have family members with similar histories.

Typically, an HVIP client receives case management services for six to twelve months following program enrollment. The Violence Intervention Specialists develop immediate post-hospital discharge plans for the survivors of gun violence in coordination with inpatient hospital staff and ongoing service plans with clients and their families based on formal assessments of the individual, family, and community risk factors for reinjury. Violence Intervention Specialists educate clients on adopting strategies for making life changing decisions to improve their overall health and safety. This includes physical and mental health services, substance abuse treatment, academic support, vocational and recreational programs, and housing assistance based on client needs assessment. The Violence Intervention Specialists have caseloads of 15-20 clients, conduct visits in the home and community, and accompany clients to appointments, as needed.

A combination of brief intervention at the hospital bedside coupled with focused, longer-term community-based case management has been shown to significantly reduce reinjury and criminal justice contact, as well as improve health and mortality outcomes among clients.

For the Jefferson County, Alabama HVIP (Note: the program will likely be rebranded with a different name), referrals will be made through the UAB Hospital's Trauma and Acute Care Surgery Service via confidential phone call or email. Part of the training provided to the awardee will be education on referrals, trauma-informed care, obtaining informed consent and client enrollment, client assessment, case management services, care planning, community resources, and client follow-up.

More Information on launching an HVIP can be found here:

<https://www.thehavi.org/>

<https://us02web.zoom.us/rec/share/O9f5sXIhVBrSF9UQnfQce8uGfqUEsMnGGpWMdKbGEzsZhE80-NbgtggoY9-y8Y0L.2rjBLAahg6RHKHPz>

[https://us02web.zoom.us/rec/share/XkclvrWvxxou3LZXaTS-hdIPuiJkBAE80jSqhU2eYBW5vCCw090c2F-I3pPEgLnY.Aa0LJImrcNKf\\_53Y](https://us02web.zoom.us/rec/share/XkclvrWvxxou3LZXaTS-hdIPuiJkBAE80jSqhU2eYBW5vCCw090c2F-I3pPEgLnY.Aa0LJImrcNKf_53Y)

## Scope of Work

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The community-based agency managing the individualized case management component of the Jefferson County, Alabama HVIP will establish and maintain an organizational structure within the agency to establish program eligibility and obtain consent for program participation from individuals referred through UAB Hospital's Trauma and Acute Care Surgery Service; conduct and analyze results from client needs assessments using standardized tools; provide trauma-informed care in all aspects of interactions with potential and program enrolled clients and their families; develop, communicate, implement and evaluate the effectiveness of individualized case management plans based on assessed needs; maintain professional and supportive relationships with clients, client families, UAB Hospital, JCDH, law enforcement, and numerous community partners in a position to serve the program's clients.

## Program Objectives

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The goals and objectives of the Jefferson County, Alabama HVIP are:

1. Reduce subsequent acts of violence

[Community Foundation of Greater Birmingham](#)

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- a. Identify and address client safety concerns, inclusive of potential relocation needs
  - b. Explicitly discuss and dissuade potential retaliation
  - c. Assess and address client risk factors for involvement in violence, including substance abuse, gang affiliation, probation status, etc.
2. Improve health outcomes
    - a. Completion of recommended post-hospitalization medical care for injury follow-up and ongoing health care, including provision of transportation to appointments and access to wound care supplies
    - b. Connection of client and their family with culturally-competent, trauma-informed mental health services and support (ex.: counseling for Post-Traumatic Stress Disorder, anger management, general mental health, substance abuse, stress management, and potentially faith-based counseling)
  3. Enhance educational attainment
    - a. Clients without a high school diploma or GED receive support to enroll in and complete education program(s) leading to completion of a high school diploma or GED
    - b. Clients with a high school diploma or GED supported in enrolling in a higher education program or vocational training program
  4. Improve employability and employment status
    - a. Link clients identifying employment as a goal with a job training program
    - b. Assist clients identifying employment as a goal with job seeking and readiness services
    - c. As needed, stabilize patient/client housing and any legal issues to support education and employment goals, including attainment of governmental identification – Driver’s License or Non-Driver’s License and successful completion of probation or parole mandates, etc., directly or through linkage to community partners providing such services.

## Eligibility Requirements

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The agency providing the Case Management component of the Jefferson County, Alabama HVIP must:

- Have been in operation for at least one year
- Be currently designated as a 501(c)(3) non-profit organization, a 501(c)(3) exempt religious institution, or a government entity by the IRS
  - Private non-operating foundations are not eligible
- Be designated as a tax exempt organization by the State of Alabama and maintain compliance with state and local laws governing the operation of a non-profit entity in the State of Alabama
- Currently operate in and serve residents of Jefferson County, Alabama
- Demonstrates the necessary infrastructure, including operational budget, to achieve the stated program goals.

## Program Design, Roles, and Responsibilities

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Note: For the Jefferson County HVIP, Violence Intervention Specialist (VIS) refers to a specially trained paraprofessional with a strong background in understanding community violence who utilizes a trauma-informed approach to providing high-frequency, non-traditional case management services as described below. All VIS will receive training provided by the HAVI, UAB Hospital and JCDH and provide services based on the guidance of a Licensed Social Worker/Social Services Specialist.

## **Staffing**



- Organizational Structure for the case management component of the Jefferson County, Alabama HVIP must include:
  - A minimum of two, preferably three FTE Violence Intervention Specialists (VIS must be hired, trained and supported to maintain a full caseload of clients and respond to calls from UAB Hospital's Trauma and Acute Care Surgery Service for Jefferson County residents potentially eligible for participation in the Jefferson County, Alabama HVIP, provide initial hospital-based bedside visits and consent/intake processes, and support a full caseload of clients
  - One FTE Violence Intervention Supervisor to provide day-to day management and supervision of VIS staff, as well as provide ongoing staff development and assist in linking clients to community-based resources. The supervisor will be expected to take call during non-traditional work hours.
  - One FTE Licensed Social Worker/Social Services Specialist to direct client assessment and intervention planning and program management. A Master of Social Work is required for this position. Program supervisory staff are expected to implement a staffing strategy to respond to requests from UAB Hospital's Trauma and Acute Care Surgery Service Monday through Friday from 8 AM- 5 PM and as needed on nights and weekends.
  - A part-time data analyst is strongly recommended
  - Effective program management is a requirement of the program's design and may be fulfilled through a unique position or integrated into the Licensed Social Worker/Social Services Specialist position.
- The awarded agency is expected to recruit, hire, supervise, train and evaluate staff hired for the HVIP.
- Initial training sessions for the case management component of the HVIP will be provided by the Health Alliance for Violence Intervention (HAVI) through JCDH once required staff have been hired
  - The initial case management training is mandatory and must be successfully completed for case management staff, inclusive of program management prior to provision of any service on behalf of the Jefferson County, Alabama HVIP
  - Agency staff must successfully complete training as directed by UAB Hospital required for credentialing and permission to visit potential and enrolled clients of the Jefferson County, Alabama HVIP
  - Agency/ staff must successfully complete additional training required by and arranged through the JCDH and/or the awarded agency supporting the Jefferson County, Alabama HVIP
  - At a minimum, the following HVIP staff must attend the HAVI Annual Conference in late Summer- Early Fall 2022:
    - Violence Intervention Supervisor or Licensed Social Worker/Social Services Specialist
    - Violence Intervention Specialists.
- Upon notification of a potential client by UAB Hospital's Trauma and Acute Care Surgery Service, the awarded community-based agency must be able to mobilize a VIS to the patient's hospital bedside within one hour of the notification. To enable the VIS to engage with patients within UAB Hospitals, the VISs will be trained and credentialed through UAB's Guest Services Department and UAB Hospital's Trauma and Acute Care Surgery Service. VISs will be provided hospital identification and instructions on sign-in and sign-out procedures. At all times, VISs must comply with all UAB Hospital policies and procedures.
- The awarded agency must also make available externally-provided counseling and support services for VISs and other community agency staff engaged in the Jefferson County, Alabama HVIP to support mental wellness and the ability to serve victims of violence.

### **Program Management**

- Target Population: Jefferson County, Alabama citizens (must be lawfully present in the United States and meeting additional program eligibility criteria such as injury through gun violence receipt of inpatient hospital-based care through UAB Hospital's Trauma and Acute Care Surgery Service, and being between the ages of 19 and 39 years, etc.). As this program is initially launched, program eligibility may be limited



to select zip codes or census tracts within Jefferson County, Alabama experiencing the highest rates of gun violence resulting in inpatient hospitalization within the UAB Hospital's Trauma and Acute Care Surgery Service or include severity of injury, etc.

- In the first year of operation, the Jefferson County, Alabama HVIP is expected to consent, enroll and serve 50-75 residents of Jefferson County, Alabama who are lawfully present in the United States.
- Provide client needs assessment and individualized, intensive case management services based on assessed needs, with VIS caseloads of no more than 17 clients during the first three months of service, and a minimum of three client contacts per week
  - Case management services include stable housing and food assistance, as needed. Note: the agency's Jefferson County, Alabama HVIP staff are anticipated to provide some assessments and services to meet needs through formal arrangements, contracts, or memorandums of understanding with local social service providers such as FQHCs, One Roof, YWCA/YMCA, One Place, SNAP, etc.
- Provide a client fund for emergency patient/client housing, food, clothing, and healthcare and for non-emergent needs such as driver's/non-driver's licenses and educational application fees, not to exceed \$25,000
- Provide a travel fund for client services transportation and mileage/parking fees for VIS staff not to exceed \$17,000
- Provide office work space with access to office supplies, a copier for printing, postage and shipping for items mailed to clients, reference materials, laptops with Microsoft Office packages and hotspots, cell phones, and meeting space, supplies and refreshments for peer counseling/coaching sessions for clients
- Engage as HAVI Emerging Program member once eligibility criteria are met
- Provide agency staff serving in the Jefferson County, Alabama HVIP with continuing education on violence reduction and trauma-informed care and related topics such as cultural humility, cultural sensitivity, and motivational interviewing
- Demonstrate ability to manage new or existing grant records and requirements, including budgeting and invoicing.
- Research, develop and submit grant applications for additional funding to sustain and expand HVIP services
- Develop, maintain, and enhance effective relationships with local providers of services to support the needs of clients, including UAB Hospital's Trauma and Acute Care Surgery Service, JCDH, and the UAB School of Public Health.

#### **Patient Engagement/Client Care**

- Provide detailed information about eligibility and participation in the Jefferson County, Alabama HVIP to UAB Hospital's Trauma and Acute Care Surgery Service patients and families.
  - Risks, Benefits and Alternatives for program enrollment
  - Expectations for program participants
  - Information on terminating program participation
- Offer the patient documentation on voluntary participation in the Jefferson County, Alabama HVIP and assist, as needed, with the completion of Informed Consent documents, Release of Information forms and other data sharing agreements. These tasks will likely will be conducted jointly with UAB Hospital's Trauma and Acute Care Surgery Service.
- Conduct and document enrollment of gun violence survivors in the Jefferson County, Alabama HVIP
- Conduct hospital, home and other community-based visits (schools, places of worship, etc.) with clients for assessment and case management plan development, implementation and evaluation (schools, places of worship, etc.)
- Arrange transportation for medical visits and other appointments
- Provide mental health services to clients directly or through a formal agreement, contract or memorandum



- of understanding with a partner agency
- Offer and support peer counseling for clients.

### **Monitoring and Evaluation**

- Develop and implement, in coordination with UAB Hospital's Trauma and Acute Care Surgery Service, JCDH and the UAB School of Public Health data collection processes, tools and databases to receive, record, and analyze client-specific data inclusive of demographic information, assessment results, individualized and ongoing case management plans, referrals, outcomes of referrals, including completion of visits for referred services, and the outcomes of interventions such as client wellness, education and employment status, involvement in retaliatory activities, etc.
- Report specific client and program process and outcome metrics as required by JCDH, UAB Hospital's Trauma and Acute Care Surgery Service, and additional agencies serving as on behalf of the JCDH, UAB Hospital's Trauma and Acute Care Surgery Service
- Maintain compliance with reporting requirements. Failure to comply may result in withdrawal of funds.
- Future year funding could include companion federal funds. Applicants should have capacity to report on federal funding, including performing a single audit.

### **Community Involvement**

- Engage as HAVI Emerging Program member upon meeting eligibility criteria and participate in HAVI-sponsored webinars and HAVI Annual Conferences (<https://www.thehavi.org/havi-membership>)
- Engage at least the staff member responsible for the agency's Jefferson County, Alabama HVIP program management in the Community Roundtable.
- Support and promote community programs focusing on violence prevention such as One Place, the Birmingham YMCA's Domestic Violence programs, the City of Birmingham's Tushka Lusa Institute, etc.

Agencies proposing to work together to provide the scope of services should submit only one proposal with information about proposed sub-grantees and Memoranda of Understanding related to any such planned partnerships.

Program design and staff training are critical for the success of the Jefferson County, Alabama HVIP and are required throughout the contract. An initial multi-pronged education program on launching an HVIP and providing trauma-informed case management will be provided through the HAVI and potentially other agencies. Such training is required for agency staff engaged in the Jefferson County, Alabama HVIP prior to the enrollment of clients and the provision of services. The initial training provided by the HAVI will be funded by JCDH.

Staff from JCDH and UAB Hospital's Trauma and Acute Care Surgery Service must be included on the hiring committee for the Jefferson County HVIP.

### **Proposal Submission Requirements**

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#### **Notification of Intent**

All interested applicants are required to reply via email (to [nstandridge@cfbham.org](mailto:nstandridge@cfbham.org)) with a notification of intent indicating that they intend to submit a proposal. Such letters of intent should be submitted by 2/18/2022 and include:

- Name, address, phone number, website, and EIN
- Organizational contact's name, title, phone number, and email address

Community Foundation of Greater Birmingham

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- Mission and vision
- Service area, described geographically and demographically
- Current programming/intervention domains

**Submitted proposals** must provide the following:

**1. Cover Letter**

Provide a one-page cover letter describing why your agency is interested in serving as the community-based Case Management lead for the Jefferson County, Alabama HVIP and describe your agency's view of violence as a public health issue.

**2. Narrative (total not to exceed 15 pages):**

At the top of each page of the Narrative, enter your agency name, Employer ID Number (EIN), and the page number. Use a minimum of 12 point Times Roman font throughout.

Please address the following topics and sub-questions within the Narrative:

**A) Qualifications (Narrative)**

Describe in detail your agency's experience, qualifications and ability to implement the case management component of the Jefferson County, Alabama HVIP. Include examples, as applicable, of similar projects completed. The narrative must address:

- Agency mission and brief history
- How operating the case management component of the Jefferson County, Alabama HVIP would align with your agency's core mission
- Resume of CEO/lead executive and other key personnel anticipated to provide oversight of the case management component. Resumes are not included in the narrative page count.
- Agency's number of years of active service in Jefferson County, Alabama with specific reference to the populations, communities and neighborhoods within Jefferson County, Alabama served
- Established partnerships with external organizations that could provide services for HVIP clients. Provide the number of years your agency has partnered with each external organization (educational institutions, probation programs, ex-offender support programs, hospitals and FQHCs, behavioral health services and other community-based organizations, etc.)
- Examples of your agency's investment in Jefferson County, Alabama over the last two years, including:
  - How your staff reflect the demographics of Jefferson County, Alabama
  - How your agency balances hiring staff with formal education and training with hiring persons without formal training with lived experience
  - Recruitment, training, coaching, supervision, evaluation, and retention of non-credentialed community members with lived experience (credible messengers) as Violence Intervention Specialists (VIS) or in other roles supporting the community. If your agency has not previously employed staff with lived experience, provide proposed plans for hiring, training, and retaining community members with the talent and commitment to the proposed work without formal training/education who possess influence among victims of violence as Violence Intervention Specialists.
- Experience completing client needs assessments, developing and implementing individualized case management plans, and providing services for and working with the community, especially survivors of violence and perpetrators of violence (including providing or arranging behavioral health services, career counseling, etc.)

- Experience identifying, coordinating, and providing follow-up on client services conducted through external social service and victim service providers, including provision of access to behavioral health services, educational counseling, career counseling, etc.
- How your agency creates and maintains deep community connectivity and works to reduce community violence in Jefferson County, Alabama. Include any leadership roles in this work your organization has provided or plans to take in reducing community violence.
- Unique characteristics of your agency that would enhance a hospital-linked violence intervention program
- Experience with collecting, documenting, reporting, evaluating and improving project activities and outcomes
- Processes used to ensure integrity in work conducted by your agency
- Culture of transparency, inclusion, accountability, flexibility, and trust building within your agency
- Ability to operate during weekends, evenings and nights
- Capacity to manage risk and liabilities, including a description of your agency's governance structure, insurance coverage, and financial stability
- Experience securing and managing diverse types of funding from various sources such as philanthropic, corporate, and public. Please provide specific examples from grants and other externally funded programs, with the amount funded for addressing client case management.
- Capacity to manage federal funding and associated compliance requirements, including performing a single audit.

#### **B) Design (Narrative)**

Describe your anticipated HVIP program implementation strategy and address:

- How your agency would identify potential job candidates, hire, train, coach, evaluate and provide ongoing support for Violence Intervention Specialists (VIS), inclusive of clinical support for program staff exposed to vicarious trauma
- Proposed timeline for hiring and onboarding staff and time needed between completion of initial training and recruitment of clients for service provision. For the core training to be provided through the HAVI, please plan two (2) to three (3) months' time.
- Response to referrals to the Jefferson County, Alabama HVIP received from the UAB Hospital's Trauma and Acute Care Surgery Service, including staffing and expected response time
- Case management model, including needs assessment, intervention planning and implementation, documentation of intervention implementation and outcomes, and supervision of staff
- Client screening processes for trauma and other mental health needs and process for connecting clients to mental health services
- Transportation expectations (bus/taxi, personal vehicles, company provided vehicles, other) for visits with the patient/client in the hospital, home or community setting; client transportation to appointments, etc.
- Expected plans for entering and tracking client data and providing reports to JCDH, other funders, and key partners such as the UAB Hospital's Trauma and Acute Care Surgery Service and UAB School of Public Health liaison.

#### **C) Sustainability (Narrative)**

Describe your agency's financial and administrative capacity, staffing, and procedures to ensure sufficient financial control of funding provided through JCDH and potentially other funders, and capacity to develop future fiscal support for the Jefferson County, Alabama HVIP, including:

- Agency's fiscal department/function staffing with description of the accounting and oversight processes
- A list of funding sources with percent of current year budget provided by each funding source
- Specific details of agency's experience in acquiring and managing funding from various sources, including grants and complying with reporting and regulatory requirements



- Vision for enhancing and growing the Jefferson County, Alabama HVIP. How and from whom do you anticipate seeking funding to achieve the vision?
- Agency plan for accessing reimbursable funding for client services such as the Victims of Crime Act Victim Assistance Grant Program through the Alabama Department of Economic and Community Affairs (ADECA)
- How agency will provide continuity of service and service expansion after the program's first year.

**3. Other Required Documentation (exempted from page restriction)**

- Agency's most recently audited financial statement statements and any management letters or an explanation of why the agency cannot provide an audited financial statement (Documents must be dated within the past two years)
- Agency's current and most recently past fiscal year budgets and profit and loss statements
- Proposed Project Budget
  - A client fund of no more than \$25,000 must be included in the proposed budget
  - A travel fund for client services transportation and mileage/parking fees of no more than \$17,000 must be included in the proposed budget
- Current organizational chart and proposed organizational chart including the Jefferson County, Alabama HVIP
- Staff biographies or qualifications
- Agency's board membership with professional affiliations and a summary of board composition by gender, race, ethnicity and disability status
- Work plan with timeline
- Memoranda of Agreement for partners if applying with the intent to subcontract
- List of three (3) references from clients or partners that can address the ability of the applicant to successfully provide the case management component, validate the organization's reputation in the community as trustworthy among the sub-population most impacted by gun violence, and provide validation of the applicant's positive history of working with communities experiencing high rates of violence. Please list the reference organization, key contact name and position, and contact information.

**Proposal Evaluation Criteria**

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The scoring methodology will consist of factors weighted in accordance with its importance to JCDH. However, the following factors will include, but are not limited to these items when making a final recommendation. JCDH plans to engage representatives from the community (key informants and HVIP partner agencies) in the review and rating of applications. JCDH may require an interview before the RFP is awarded. JCDH reserves the right to use the interview process as a factor in the award. JCDH shall evaluate and make the award on the proposal that is determined to be in the best interest of JCDH.

Description Criteria	Total Points
1. Organization's qualifications and experience with grant funded projects	
2. Extent to which proposal meets stated requirements	
3. Similar projects completed within the past 5 years	
4. Three (3) references of past clients or partners of similar type of work	
5. Cost effectiveness	
6. Shared mission and organizational commitment	
7. Aligned/adjacent interventions (victim services expertise)	
8. Agency durability (financial solvency)	
9. Community respect, trust and reach (neighborhood impact)	
10. Demonstrated effectiveness of current and past partnerships	

## Award

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This grant will be awarded to the organization that best meets the terms and conditions of this RFP. An interview may be required before the RFP is awarded.

### **Terms**

The grant will be awarded with an initial one-year term beginning April 2022. It is the intention of PHAF to provide a level of ongoing backbone grant support for the Jefferson County, Alabama HVIP pending review of outcomes, achievement of goals and objectives, and approval of grants.

An initial payment will be provided to the awarded agency within 15 business days of notice of award and completed grant agreement. No additional pre-payment will be made prior to successful completion of HVIP training arranged through JCDH and provided by the HAVI and other partners.

## How to Apply

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Interested applicants should submit a notification of intent to the JCDH Public Health Advised Fund at the Community Foundation of Greater Birmingham via email to Nicole Standridge ([nstandridge@cfbham.org](mailto:nstandridge@cfbham.org)).

The completed application, along with required attachments, should be submitted to Nicole Standridge ([nstandridge@cfbham.org](mailto:nstandridge@cfbham.org)).

**The deadline for Notification of Intent is February 18, 2022 at 11:59 p.m.**  
**The deadline for applications to be received is March 11, 2022 at 11:59 p.m.**

### **Projected Schedule of Events:**

Announcement of RFP	February 4, 2022
Deadline for Notification of Intent	February 18, 2022
RFP Due Date	March 11, 2022
Tentative RFP Review Dates	March 14 – April 1, 2022
Notification of Award	April 2022
Expected Program Start Date	April 2022

**Questions?** Please direct any additional questions you may have about this RFP or the grant application process to Nicole Standridge, Program Officer at [nstandridge@cfbham.org](mailto:nstandridge@cfbham.org) or (256) 566-4465.





## JEFFERSON COUNTY DEPARTMENT OF HEALTH

1400 6th Avenue South | Birmingham, AL 35233 (205) 933-9110 | [www.jcdh.org](http://www.jcdh.org)

*Serving Jefferson County Since 1917*

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**Mark E. Wilson, M.D.**  
Health Officer

### **Proposal to the City of Birmingham to Help Establish a Hospital-linked Violence Intervention Program in Birmingham/Jefferson County**

From the Jefferson County Department of Health

November 9, 2021

#### BACKGROUND

With growing concern about homicide as a leading cause of premature death in Jefferson County, the Jefferson County Department of Health (JCDH) added an objective, “establish a strategy for JCDH to address the problem of violence in Jefferson County” to its 2017-2021 Strategic Plan. A small multidisciplinary team of JCDH staff was formed to begin this process. This team, along with Dr. Mark Wilson, Jefferson County Health Officer, engaged external stakeholders and subject matter experts to explore past and existing local efforts and identify evidence-based public health strategies to prevent and reduce violence. Among those stakeholders was Brandon Johnson, JD and members of the staff of what is now the City of Birmingham’s Office of Peace and Policy, with whom JCDH began meeting in May 2018. Dr. Wilson was then invited to participate on the Birmingham Safe Neighborhoods Task Force (BSNTF). This task force was asked by Mayor Woodfin and U.S. Attorney Jay Town to develop a strategic plan to address homicides in Birmingham. The Jefferson County Department of Health, out of a desire to be helpful and accomplish part of its own strategic plan, engaged Clarus Consulting Group from July 2018 through January 2019 to facilitate a strategic planning process for the BSNTF, including a strong emphasis on community stakeholder input. The results from the Clarus-conducted BSNTF strategic planning process became the underpinning

for “P.E.A.C.E. - A Strategy for Peace: 2019-2023” for the City of Birmingham, published in March, 2019. Just prior to the publication of this document, on Thursday, February 28, 2019, Dr. Wilson joined with Mayor Woodfin, members of the Birmingham City Council, parents of people lost to gun violence, and others in a news conference to declare that “gun violence in the City of Birmingham is a public health crisis.” Notably, other discussions ensued between Dr. Wilson and Dr. Jeffrey Kerby, Professor and Director of Acute Care Surgery (Trauma Surgery) at UAB, along with other advocates for reducing gun violence about the idea of engaging with and assisting hospitalized survivors of gunshot wounds as one potential means to address the gun violence crisis.

In October 2019, Jefferson County Department of Health (JCDH) published the Community Health Assessment for Jefferson County for Jefferson County, where “Control Gun Violence and Improve Community Safety” emerged as the number one strategic issue for improving health in the county. During that year, homicide was the eighth leading cause of death overall in Jefferson County. Homicide was the top cause of death for black males between the ages of 15 and 44 years old in Jefferson County in 2018 and 2019 (data for 2020 is not yet available). When the COVID-19 pandemic hit in 2020, it underscored gun violence even more in Jefferson County. This strategic issue therefore became part of the 2020-2024 Jefferson County Community Health Improvement Plan (CHIP), a plan which is developed every five years as a multi-organizational strategic plan for health that is bigger than any one organization’s own plan. Under the framework of the CHIP, further conversations were held between some of the county’s leading gun safety groups, local hospital systems, and government organizations, including the City of Birmingham’s Office of Peace and Policy, Moms Demand Action, Faith in Action Alabama, Brother Let’s Talk, UAB Hospital’s Trauma, Burn and Inpatient Wound Services, and the Jefferson County Department of Health. During these conversations, it was agreed that gun-related injuries and deaths continue to undermine the health and well-being of neighborhoods in Jefferson County. Fatal and nonfatal shootings disproportionately affect people of color and disadvantaged neighborhoods, exacerbating disparities in health, opportunity, and economic development. Collaboration with various disciplines led to a better understanding of the causes and consequences of gun violence. As a result of these collaborations, the Community Roundtable was established to identify evidence-based strategies effective in reducing gun violence. Across an extended period of time, the Community Roundtable spoke with many



national gun safety leaders and explored various violence intervention programs that provide comprehensive support to individuals who are at greatest risk of experiencing gun violence, as well as outcomes data. Community-based violence intervention programs, such as street outreach and community-led public safety strategies, were discussed in depth during weekly Community Roundtable meetings.

During the period of exploration, Michael Shawn Spence, Director of Community Safety initiatives at Everytown for Gun Safety, contacted leaders of the Community Roundtable and recommended Hospital-Based Violence Intervention Programs (HVIPs) as another effective approach to violence reduction. The City of Birmingham's Office of Peace and Policy, Faith in Action Alabama, and UAB also expressed significant interest in HVIPs. Understanding violence through the lens of the community, led the Community Roundtable to identify HVIPs as the intervention most acceptable to Jefferson County's population, since services that pass through law enforcement agencies are often not well received by African-American communities. Specifically, there are no punitive associations with HVIPs.

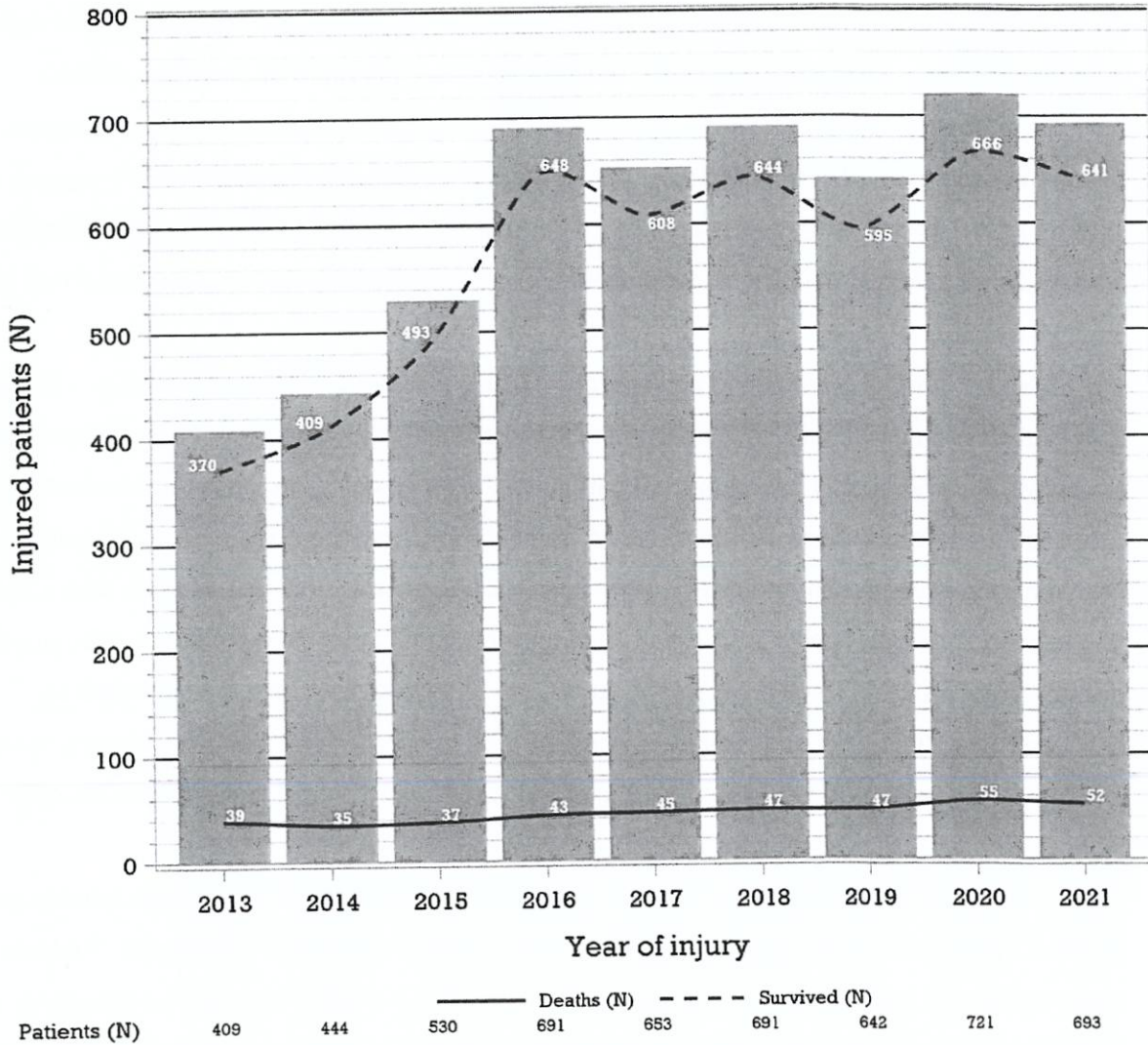
The Community Roundtable had discussions with the Health Alliance for Violence Intervention (HAVI), a nationally recognized organization providing training and technical assistance for hospital-based violence intervention (HVIP) programs. Dr. Jeffrey Kerby of UAB, a Community Roundtable member, recommended using the HAVI as a consultant group to guide further exploration of implementing a local HVIP. The Jefferson County Department of Health pursued additional discussions with the HAVI and ultimately entered into a contract with the HAVI for feasibility exploration.

As part of JCDH's engagement with the HAVI, a series of educational forums were held, sponsored by Everytown for Gun Safety and led by the HAVI entitled, "Stopping the Cycle: The Promise of Hospital Based Violence Intervention Programs." Two virtual sessions were held in March 2021 for local community members and leaders. In April 2021, two similar, but policy-focused sessions were conducted for system and policy leaders. These sessions were well-attended and resulted in increased interest and support for implementation of an HVIP.

Determining an accurate number of gun violence injuries in Jefferson County has been somewhat challenging. However, the data set of firearm-related injuries treated at UAB Hospital, a Level I Trauma Center, provides information that demonstrates the magnitude of the issue.

\*\*\*The following graph provides a count of firearm-related injuries treated at UAB Hospital by year for Jefferson County. This dataset excludes firearm-related injuries treated at other health systems in Jefferson County, AL\*\*\*

**Count of firearm-related injuries treated at UAB Hospital by year, Jefferson County residents only**



Additionally, during 2020, the top five Jefferson County zip codes with UAB Hospital visits for firearm injuries were 35215 (Center Point), 35203 (North Downtown Birmingham), 35211 (West End), 35020 (Bessemer) and 35208 (Ensley/Fairfield).



## THE HOSPITAL-LINKED VIOLENCE INTERVENTION PROGRAM

Hospital-based and hospital-linked violence intervention programs (HVIPs) are evidence-based violence prevention and intervention programs aimed at reducing the revolving door of violent injury, specifically gun violence. Engaging survivors of gun violence while recovering in the hospital setting presents an opportunity to change and save lives while reducing retaliation and recidivism. Data reveals that 44% of young people hospitalized for violence will return to the hospital with another violent injury within five years, and ultimately, twenty percent of these individuals die by violence [Sims, D.W., and Bivins, B.A. (1989) Urban trauma: a chronic recurrent disease. *Journal of Trauma* 29(7): 940-946]. Without further intervention, hospitals often discharge violently injured patients to the same environments where they were injured, and without a plan for safety and for managing community pressures to seeking revenge. This often results in a perpetuated cycle of violence resulting in more injuries, deaths, arrests, and loss of human potential.

HVIPs provide outreach to persons involved in the cycle of violence soon after clinical stabilization in the hospital inpatient setting. At this critical time, this vulnerable population is at a crossroads: persons may encourage retaliation for the violence experienced, or the traumatic experience can be a point to end the cycle of violence. Breaking the cycle of violence involves providing survivors the opportunity to receive case management services and work with a trained Violence Intervention Specialist, typically a paraprofessional from the community, who provides trauma-informed crisis intervention, long-term, individualized case management based on assessed needs, linkages to community-based services, mentoring, home and community visits, and follow-up assistance designed to promote health, including mental and physical recovery from trauma, and, as needed, substance abuse services.

The HVIP model engages Violence Intervention Specialists (VIS) who can quickly gain the trust of traumatized violence survivors and their family members in the hospital. Violence Intervention Specialists possess excellent people skills, street smarts, and cultural sensitivity and humility; reflect the racial and ethnic diversity of HVIP clients, and many have a personal history of exposure to violence and/or have family members with similar histories.

Typically, an HVIP client receives case management services for six to twelve months following program enrollment. The Violence Intervention Specialists develop immediate post-hospital discharge plans for gun violence survivors in coordination with inpatient hospital staff

and ongoing service plans with clients and their families based on formal assessments of the individual, family, and community risk factors for re-injury. Violence Intervention Specialists educate clients on adopting strategies for making life changing decisions to improve their overall health and safety. This includes physical and mental health services, treatment for substance use disorders, academic support, vocational and recreational programs, and housing assistance, based on client needs assessments. The Violence Intervention Specialists have maximum caseloads of 15-20 clients, conduct visits in the home and community, and accompany clients to appointments, as needed.

A combination of brief intervention at the hospital bedside coupled with focused, longer-term community-based case management has been shown to significantly reduce re-injury and criminal justice contact, as well as improve health and mortality outcomes among clients.

#### HVIP PLAN FOR BIRMINGHAM/JEFFERSON COUNTY

The Jefferson County Department of Health has made a commitment to provide sufficient funding to start the Jefferson County, Alabama Hospital-linked Violence Intervention Program (Jefferson County HVIP). (Note: The program will likely be rebranded with a different name). Furthermore, the JCDH intends to continue backbone funding to assure that the program can be sustained in future years. However, it is hoped that additional funding can be obtained for future years to expand the program for greater impact in the community. The JCDH will issue a request for proposals in order to identify a qualified community-based organization to serve as the Case Management provider/operator for the HVIP. Operated in collaboration with UAB Hospital's Trauma and Acute Care Surgery Service and JCDH, the Jefferson County HVIP seeks to reduce gun violence in Jefferson County. Case Management is defined as the collaborative process that assesses, plans, facilitates, coordinates, and evaluates the options and services meet the health and human service needs of clients and families. Characteristics of effective case management include advocacy, education, assessment, communication, and resource management resulting in quality and cost-effective interventions and outcomes.

The community-based organization will hire, support and manage Violence Intervention Specialists who assist in the delivery of case management services including meeting with gun violence survivors in the hospital setting, providing connections to social, medical and mental health services, monitoring progress, and tracking the survivor's outcomes over time. The



community-based agency should have extensive experience in successfully addressing the social determinants of community-based violence. It should be well-integrated into, respected, and trusted by the communities and populations experiencing the highest rates of gun violence within Jefferson County.

Jefferson County HVIP referrals will be made through the UAB Hospital's Trauma and Acute Care Surgery Service via confidential phone call or email. The community-based organization staff will be trained on the referral process, trauma-informed care, obtaining informed consent and client enrollment, client assessment, case management services, care planning, community resources, and client follow-up. The goals and objectives of the Jefferson County HVIP are:

1. Reduce subsequent acts of violence
  - a. Identify and address client safety concerns, inclusive of potential relocation needs
  - b. Explicitly discuss and dissuade potential retaliation
  - c. Assess and address client risk factors for involvement in violence, including substance abuse, gang affiliation, probation status, etc.
2. Improve health outcomes
  - a. Completion of recommended post-hospitalization medical care for injury follow-up and ongoing health care, including provision of transportation to appointments and access to wound care supplies
  - b. Connection of client and their family with culturally-competent, trauma-informed mental health services and support (for example: counseling for post-traumatic stress disorder, anger management, general mental health, substance use disorder stress management, and potentially faith-based counseling).
3. Enhance educational attainment
  - a. Clients without a high school diploma or GED receive support to enroll in and complete education program(s) leading to completion of a high school diploma or GED
  - b. Clients with a high school diploma or GED supported in enrolling in a higher education program or vocational training program
4. Improve employability and employment status
  - a. Link clients identifying employment as a goal with a job training program

b. Assist clients identifying employment as a goal with job seeking and readiness services

c. As needed, stabilize patient/client housing and legal situation to support education and employment goals, including attainment of governmental identification – Driver’s License or Non-Driver’s License and successful completion of probation or parole mandates, etc., directly or through linkage to community partners providing such services.

More information on launching an HVIP can be found here:

<https://us02web.zoom.us/rec/share/O9f5sXIHvBrSF9UQnfQce8uGfqUEsMnGGpWMdKbGEzsZhE80-NbgtggoY9-y8Y0L.2rjBLAahg6RHKHPz>

[https://us02web.zoom.us/rec/share/XkcIvrWvxxou3LZXaTS-hdIPuiJkBAE8OjSqhU2eYBW5vCCw090c2F-I3pPEgLnY.Aa0LJImrcNKf\\_53Y](https://us02web.zoom.us/rec/share/XkcIvrWvxxou3LZXaTS-hdIPuiJkBAE8OjSqhU2eYBW5vCCw090c2F-I3pPEgLnY.Aa0LJImrcNKf_53Y)

<https://www.thehavi.org/>

[www.nnHVIP.org](http://www.nnHVIP.org)

#### FUNDING REQUEST TO THE CITY OF BIRMINGHAM

The Jefferson County Health Officer (chief executive officer for JCDH) will ask the Jefferson County Board of Health (the board of directors for JCDH) to pass a resolution establishing a Violence Prevention and Intervention Fund, a committed fund that can only be used for the purpose of violence intervention and prevention in Jefferson County. Once this resolution is approved, the Health Officer will then ask the City of Birmingham for an intergovernmental transfer to the Jefferson County Department of Health in the amount of \$2,103,312 to help support a new Jefferson County HVIP through its first 3 years of operation (see budgets below). This will be accompanied by an agreement that will include assurances that the proportion of City of Birmingham residents served by the HVIP will be greater than or equal to the proportion of funding provided by the City.





Hospital-Linked Violence Intervention Program  
Jefferson County, Alabama

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The Offender Alumni Association (OAA) proposes to serve as the Case Management (CM) provider for Jefferson County Department of Health's (JCDH) Hospital-Linked Violence Intervention Program (HVIP). OAA is prepared to work collaboratively with the University of Alabama (UAB) Hospital's Trauma and Acute Care Surgery Service and JCDH through the shared vision of reducing violent crimes among the citizens of Jefferson County, Alabama. OAA's mission directly aligns with JCDH's vision of Jefferson County's HVIP program in providing resources for victims, families, and communities who have been impacted by violence, more specifically, gun violence. OAA embraces this partnership opportunity with a specific goal of reducing gun violence and increasing the quality of life through assessing, planning, facilitating, coordinating, implementing, and evaluating services that meet the health and human service needs of victims and families of Jefferson County.

OAA understands that continuing crime and violence experienced by individuals living in disadvantaged communities are identified as an important public health issue, and that addressing exposure to crime and violence can help prevent and reduce the harms to individual and community health and well-being. OAA is also aware that violence is one of the social determinates of health in low-income communities and contributes to the health disparities within a county. OAA's interest in the HVIP project derives from the understanding that providing victims with trauma-based resources helps reduce the risk of victim re-injury through gun violence or commission of a retaliatory act of violence. OAA believes that the nation's increase in violent crime, such as gun violence is due to the lack of [experienced] resources and connectivity in the communities of victims. Often victims and family members feel isolated after an encounter involving violence, causing depression, anger, anxiety, and a sense of revenge during the healing process. According to the Health Alliance for Violence Intervention (HAVI), studies show people who survive violent crime endure physical pain and suffering, and may also experience mental distress and reduced quality of life. In addition, repeated exposure to crime and violence may link to an increase in negative health outcomes. OAA's current program works directly with victims and offenders in reducing retaliation or the act of reoffending. OAA's forward thinking in reducing crime allowed the organization the opportunity to launch its first support forum in 2014, in Birmingham, Alabama after witnessing the lack of opportunities for former offenders to become productive citizens and leaders in their communities.

OAA is excited to be given the opportunity to serve as the HVIP Case Management service to help victims of Jefferson County, Alabama reach Key Performance Indicators (KPIs) in life: to strengthen family bonds, employment, social network and support, education, compliance with release conditions, and meeting civic responsibilities (obeying laws, paying taxes, voting, and giving back to the communities). Additionally, OAA wants to assist individuals impacted by gun violence *rise out of poverty and become homeowners, business owners, reliable and responsible employees, productive members of their families and leaders in their communities* through evidence-based programs, social services, mental and physical healthcare, and community partnerships.



## A. Program Qualifications

### About Offender Alumni Association (OAA)

The Offender Alumni Association (OAA) is a non-profit organization that was incorporated in the state of Alabama in May of 2016, receiving its 501(c)(3) tax-exempt status in June of 2016, and a Foreign Non-Profit Corporation Status for Georgia on August 12, 2019. OAA's mission is to create a network of former offenders who inspire each other to reduce recidivism, develop healthy relationships within their communities, and provide opportunities for social, economic, and civic empowerment.

OAA was started in Birmingham, Alabama (Jefferson County) in 2014 by former Chief Justice Drayton Nabers, Jr., together with former offender Deborah Daniels in response to the lack of opportunities for former offenders to become leaders in their communities after incarceration. In addition, they saw the lack of linkage to social services and resources for offenders once released from their assigned correctional institution. In 2014, OAA launched its first support forum with 14 former offenders, which started in two major Alabama prisons (St Clair & Bibb Correctional). OAA started its community revitalization initiative in 2016, involving coaches and newly released individuals who completed outreach projects in their community. In 2017, OAA added family support forums to help families better understand the reentry process and how to support family members recently released from incarceration.

OAA's program effectiveness is due to their wealth of knowledge and experience in working with individuals who have various levels of criminal or violent behavior. OAA's founders and leadership team collectively have over 50 years of experience working with adult and youth offenders inside and outside of the justice system, preparing individuals for societal re-entry by using violence interruptive activities and mentorship programs to support in their transition. Over the years, members of the OAA team have not only been previous offenders or obtained hands-on experience with offenders but have also received extensive evidence-based training, such as *Credible Messenger Bootcamp*, *Prison Fellowship Training*, *National Certified Peer Specialist*, *Trauma Informed Care Basic*, *Motivational Interviewing*, *Science of Addiction Recovery Training (SOAR)*, *Gang Prevention & Anti Bullying*, etc., contributing to the program's many successes and recognitions. OAA's honors and awards consist of the *Innovative Preventive /Reentry Strategy Award*, awarded in 2018 by the Department of Juvenile Justice; *Making a Difference Award*, awarded in 2019 by the Alabama Minority GOP; and *Heroes Behind the Mask Award* presented in 2021 by Fulton County's District Attorney Fani T. Willis and World-Renowned Director and Producer Tyler Perry.

OAA has served over 1000 individuals and families impacted by incarceration, providing evidence-based programming involving peer-to-peer mentoring, community engagement, and support forums. Through OAA's *Inside the Prison* support forum and programming, OAA has engaged nearly 2000 incarcerated individuals throughout the states of Alabama and Georgia, in meaningful discussions regarding life after prison, while building transition support networks for individuals approaching societal re-entry. Additionally, OAA has a youth (ages 13-18) offenders program known as *Heroes in the Hood*, a justice-involved mentor program for young offenders.



Since OAA's youth program inception in 2018, the program has served over 125 youth, consisting of majority black youth. Almost 90% of the individuals served are from communities of color, low-income residents, health-risk individuals, high-risk for homelessness and unemployment. Previous evidence of OAA's youth program has demonstrated a significant difference in reduction of rearrests or violations among youth participants in comparison to non-OAA participants. Furthermore, program outcomes reveal OAA's approach effectively builds community capacity among youth in the juvenile justice system and enhance youth and family engagement with community members.

### OAA – Case Management Experiences and Capabilities

OAA's program experiences and recognitions demonstrate their capability to successfully facilitate the case management component of the Jefferson County, Alabama Hospital-Linked Violence Intervention Program (HVIP). OAA's extensive training in decreasing recidivism and building healthy communities has prepared OAA for this opportunity to help reduce crime in Jefferson County through the lives of gun violence victims. OAA's unique service model in working with both offenders and victims makes OAA one of the highest qualified organizations for this opportunity. Like the Jefferson County Department of Health (JCDH), OAA's overall goal is to reduce the risk of client re-injury through gun violence or commission of a retaliatory act of violence, to promote individual and community healing from trauma and to help community members affected by violence lead healthy and productive lives through wrap-around services administered immediately after an encounter of a violent crime.

OAA is prepared to administer case management and wrap-around services for eligible and consenting gun violence survivors from UAB Hospital's Trauma and Acute Care Surgery Service, through the HVIP program, including data management and review, personnel management, communications, and financial supervision. Additionally, OAA with our extensive network of established community partners is prepared to coordinate community mobilization; planning and participating in community activities and public education efforts; and leading and participating in family activities to engage the community in victim intervention programs. OAA's community partners or referral network consist of, but are not limited to the following programs:

**Job Readiness/Employment Training:** *Fiddlesticks, Cut Above the Rest, Arc of Bessemer, Family Resource Center, CCDN, Work Faith Birmingham, and Impact Family Counseling.*

**Substance Abuse Treatment:** *Beacon Addiction, Aletheia House, Recovery Resource Center, and Fellowship House.*

**Shelter/Emergency House:** *ARC of Bessemer, Firehouse Shelter, and Harvest Foundation.*

**Transportation:** *Max and Class Tran.*

**Education:** *Lawson State, CERC, M-Power, and Impact Family Counseling.*



Throughout the implementation of the HVIP program and working with partners, OAA will continue to focus on program compliance and effectiveness. OAA will work closely with the program's data analyst to ensure on-going program success and measurable outcomes. In addition, OAA looks forward to participating in recurring training with UAB Hospital, JCDH, and Health Alliance for Violence Intervention (HAVI) in strengthening OAA's HVIP case management practices. OAA's general program training coupled with HVIP training will enhance OAA's case management capacity.

OAA's current staff and program services directly correlates with the qualifications that will be essential to successfully administer the HVIP program in Jefferson County. OAA is accustomed to training and hiring staff members with actual, practical and educational experiences related to addressing criminal behavior among offenders and victims. OAA's awareness of establishing a successful trauma-based outreach program will help in the development of hiring and training processes for the HVIP program. For example, OAA's Credible Messenger program consist of staff members with strong community connection and background experiences similar to the individuals they serve. Credible Messengers are trained to identify possible conflicts and intervene before they escalate, connecting high-risk community members with resources including job training and educational services that can be used to create more stable lives that are free from violence. OAA's experience in recruiting, hiring, and training Credible Messengers will positively contribute to OAA's effort in identifying Violence Intervention Specialists (VIS) and additional roles supporting the community for Jefferson County's HVIP program.

OAA's program training for HVIP will deliberately focus on the client needs assessment, an area in which OAA has substantial experience. OAA current program has an extensive intake process ensuring that clients are aligned with the most effective program services according to the needs of their profile. Once a client assessment is completed, a VIS will provide the client with a health plan that includes a timeline or schedule, identified resources, contact information and expected outcomes. The VIS will work closely with the VIS supervisor and a licensed social worker to ensure the most effective services have been identified for the client during or upon release of care from the hospital.

OAA participates in stakeholder quarterly meetings organized by the United States Attorney Office Northern District Alabama, facilitating involvement in and connections to other service providers that are critical to reducing crime and gang affiliation. In addition, OAA schedules monthly meetings comprised of public and private organizations, community members, and participants with a deep interest in reducing violence. Furthermore, OAA organizes monthly or as needed meetings to address challenges and share solutions and victories with current partnering organizations and former/current participants. Such meetings help in enhancing accountability among community providers and helps build trust and integrity in the community.

OAA's program integrity starts within the organization, serving as a priority for OAA's leadership team and is imperative for the program's scope of work and services. OAA ensures that program services are properly administered through continuous evaluating and monitoring.



Also, due to the sensitivity of information obtained through the program, OAA follows the Personally Identifiable Information (PII) guidance with both employees and program participants. Integrity and privacy protection are highlighted throughout the hiring process and discussed during onboarding and program trainings. Integrity within OAA also serves as a level of protection and trust among the program staff and participants. Lastly, OAA feels integrity is required during the development and continuation of partnerships and funding opportunities, and our commitment to working with partners has been demonstrated through the recent expansions of OAA's partnerships and funding opportunities.

Evidence of OAA's successful collaborations and partnerships is outlined in the provided Letters of Support (LOS) (**Exhibit F**) received from the *Office of the District Attorney, University of Alabama, One Roof, and U.S Department of Justice*. The consistency of confidence and trust acknowledged throughout the letters demonstrates OAA's ability to successfully and effectively carry out the case management work for Jefferson County's HVIP program.

## **B. Program Design**

**Hiring Process:** OAA will work closely with their current staff members, community partners, Jefferson County's justice system, JCDH, UAB Hospital, social service partners and local educational institutions in identifying potential job candidates. OAA is aware that UAB Hospital and JCDH will serve on the panel during the hiring process. OAA will collaborate with HAVI, UAB Hospital, and JCDH during the hiring process to ensure proper implementation and effectiveness of the HVIP program. OAA will begin recruiting for the HVIP program upon notification of award; however, OAA is prepared to begin with current staff members. The leadership team along with OAA's HR consultant will incorporate recruitment methods, such as college job fairs, website visibility, and events associated with, but not limited to social work, justice system, and public health. Once the HVIP employees are hired, OAA understands the extensive UAB Hospital regulatory and credentialing training requirements that each staff member must complete.

**Implementation Process:** OAA will begin with the initial hiring and training process with JCDH, HAVI, and UAB Hospital. Upon completion of the required trainings, OAA will be prepared to serve patients at UAB Hospital through the HVIP program. OAA will rely heavily on the referral process that is developed during the initial development, training and implementation process. OAA's HVIP staff will be prepared and available on the program start date. OAA is prepared for the 8am-5pm, Monday thru Friday schedule, with coverage for nights and weekends as needed. Due to OAA's previous program experience, the leadership team and employees are prepared to meet the need of UAB Hospital's gun victims and their family any time of the day.

The HVIP Program schedule will be developed upon completion of training with JCDH, UAB Hospital, and HAVI; however, OAA has provided a *sample* schedule outlining the case management requirements according to the scope of work for the award.

OAA's program schedule for the HVIP Program:

**Weekly Schedule**

<p>Monday (8am-5pm)</p>	<p><b>Staff Meetings (Including JCDH and UAB Hospital, as needed)</b></p> <ul style="list-style-type: none"> <li>• Roll-call – Case management update on each client</li> <li>• Weekend Review – Reports from weekend client enrollments</li> <li>• Challenges and successes</li> <li>• Plan of Action (POA) for the week</li> </ul> <p><b>VIS / Social Worker</b></p> <ul style="list-style-type: none"> <li>• Day-to-day service planning for clients</li> <li>• Client site visits</li> <li>• Enrollment/Client Needs Assessment (as needed)</li> </ul> <p><b>Leadership Team</b></p> <ul style="list-style-type: none"> <li>• Daily leadership assignments and after-hour assignments</li> </ul> <p><b>Credible Messenger</b></p> <ul style="list-style-type: none"> <li>• Community outreach and mentoring</li> </ul>
<p>Tuesday(8am – 5pm)</p>	<p><b>Leadership Meeting</b></p> <ul style="list-style-type: none"> <li>• Planning for partnership meetings</li> <li>• Address concerns from Monday's staff meeting</li> <li>• Community engagement planning</li> </ul> <p><b>VIS / Social Worker</b></p> <ul style="list-style-type: none"> <li>• Day-to-day service planning for clients</li> <li>• Client site visits</li> <li>• Enrollment/Client Needs Assessment (as needed)</li> </ul> <p><b>Leadership Team</b></p> <ul style="list-style-type: none"> <li>• Daily leadership assignments and after-hour assignments</li> </ul> <p><b>Credible Messenger</b></p> <ul style="list-style-type: none"> <li>• Community outreach and mentoring</li> </ul>
<p>Wednesday (8am-5pm)</p>	<p><b>Staff Training (Bi-weekly)</b></p> <ul style="list-style-type: none"> <li>• HVIP training</li> <li>• Team-Building activities</li> <li>• Trauma-Informed Care training for staff</li> <li>• Mental health support for staff</li> </ul> <p><b>VIS / Social Worker</b></p> <ul style="list-style-type: none"> <li>• Day-to-day service planning for clients</li> <li>• Client site visits</li> <li>• Enrollment/Client Needs Assessment (as needed)</li> </ul> <p><b>Leadership Team</b></p> <ul style="list-style-type: none"> <li>• Daily leadership assignments and after-hour assignments</li> </ul> <p><b>Credible Messenger</b></p> <ul style="list-style-type: none"> <li>• Community outreach and mentoring</li> </ul>
<p>Thursday (8am-5pm)</p>	<p><b>VIS / Social Worker</b></p> <ul style="list-style-type: none"> <li>• Day-to-day planning for clients</li> <li>• Client site visits</li> <li>• Enrollment/Client Needs Assessment (as needed)</li> <li>• Complete timesheets (bi-weekly)*</li> </ul>



	<p><b>Leadership Team</b></p> <ul style="list-style-type: none"> <li>• Daily leadership assignments and after-hour assignments</li> <li>• Complete timesheets (bi-weekly)*</li> </ul> <p><b>Credible Messenger</b></p> <ul style="list-style-type: none"> <li>• Community outreach and mentoring</li> </ul>
Friday (8am-5pm)	<p><b>VIS / Social Worker</b></p> <ul style="list-style-type: none"> <li>• Day-to-day planning for clients</li> <li>• Client site visits</li> <li>• Enrollment/Client Needs Assessment (as needed)</li> </ul> <p><b>Leadership Team</b></p> <ul style="list-style-type: none"> <li>• Daily leadership assignments and after-hour assignments</li> </ul> <p><b>Credible Messenger</b></p> <ul style="list-style-type: none"> <li>• Community outreach and mentoring</li> </ul>

**Annual Schedule**

April 2022	Award Announcement / Start of Program
April - June	Begin hiring process – VIS Supervisor, VIS, Social Worker, Credible Messengers, Administrative Assistant, and Volunteers.
	Prepare for required trainings – JCDH, UAB Hospital, and HAVI.
	Begin standard HVIP team meetings with HVIP staff.
	Begin partnership meetings with subcontractors and/or service providers.
	Start of HVIP program services at UAB Hospital.
	Initiate data collection process.
	Begin community engagement activities.
July	Quarterly meeting – JCDH, UAB Hospital, and HAVI; Generate and review Data Analyst report; Meeting with community partners.
	Assessment of HVIP program; Implement program adjustments as needed.
	Begin funding and partnership research for program sustainability. Program grant writing begins.
August	OAA’s HVIP team attends HAVI Conference/Training
September	Fall community engagement activities.
October	Quarterly meeting – JCDH, UAB Hospital, and HAVI; Generate and review Data Analyst report; Meeting with community partners.
November	Pre-planning for year-end review.
December	Financial review / Identification of future funding sources.
January 2023	Quarterly meeting – JCDH, UAB Hospital, and HAVI; Generate and review Data Analyst report; Meeting with community partners.
January- March	Continue program services, evaluations, trainings, meetings, along with preparation for annual review.



**Referral Process:** OAA will administer a comprehensive organizational structure to establish program eligibility and obtain consent for program participation. Individuals referred through UAB Hospital; conducting and analyzing results from clients' needs assessment using standardized tools; providing trauma-informed care in all aspects of interactions with potential and program enrolled clients and their families; developing, communicating, implementing, and evaluating the effectiveness of individuals case management plans based on assessed needs; maintaining professional and supportive relationships with program clients, participant families, UAB Hospital, JCDH, law enforcement, and community partners in a position to serve HVIP clients. Client information will remain with OAA, and shared *only* according to the HVIP agreement (i.e. HAVI, UAB, JCDH, etc.) and utilized during case management for trauma-informed care. It is imperative that clients receive the best identified services and resources specifically to their need in returning back to the community of which many received harm.

**Case Management Model:** OAA's case management services will last six to twelve months from the client's program enrollment depending on client needs. HVIP's case management will consist of three Violent Intervention Specialists (VIS) who are specifically trained paraprofessional with a strong background in understanding community violence and who utilizes a trauma-informed approach to providing evidence-based case management services. The VIS will develop immediate post-hospital discharge plans for the survivors of gun violence in coordination with inpatient hospital staff and ongoing service plans with clients and their family based on formal assessments of the individual, family, and community risk factors for re-injury. In addition, the case management model will consist of one VIS Supervisor, who is responsible for the day-to-day management and supervision of VIS staff, as well as provide ongoing staff development and assist in linking clients to community-based resources. Lastly, the VIS supervisor will work closely with the program's Social Worker/Social Services Specialist in aligning the best resources for HVIP program clients or gun-violence victims and their family. Overall, OAA's HVIP program services will be based on the client's needs assessment, including physical and mental health services, substance abuse treatment, academic support, vocational and recreational programs, and transportation and housing assistance.

Outlined below are program services that will be administered throughout the HVIP initiative via a memorandum of understanding (**Exhibit I**). OAA will work closely with subcontractors or service providers to ensure that effective trauma-based services are being provided and properly executed according to HAVI's HVIP compliance and recommendations.

### **Service Providers Program Description:**

**IMPACT Family Counseling** ([www.impactal.org](http://www.impactal.org)) will provide a comprehensive program called the PROVE Program, which will integrate the following for participants referred through the HVIP Program:

1. **Education:** Participants will have the option to participate in the "Pay to Learn" program, enroll in HS or obtain a GED, if applicable, or enroll in a certification/vocational program;
2. **Assistance with employment:** IMPACT will leverage partnerships with vocational programs, local employers, and *Central Six Alabama Works!* to provide job placement assistance;



3. Counseling Services: IMPACT will provide a dedicated HVIP therapist to provide individual and family counseling to participants and facilitate Anger Control Training (ACT). IMPACT will increase participants' knowledge regarding the dynamics of domestic violence and prevent violent behavior through education and referrals to domestic violence professionals for 100% of program participants determined to be at risk;
4. Parenting Development Activities: IMPACT will offer "24/7 Dads" classes - seminars using Protective Factors and the Strengthening Families Curricula, support group activities, and case management to parents;
5. Workforce Development: Participants will enroll in "Ready to Work" through Lawson State Community College or Salvation Army. CMs will assist with job readiness, application completion, resume writing, mock interviews, and inform on professional presence.

IMPACT's vast array of services and community partnership with United Way will provide excellent resources to HVIP participants. Participants will work closely with HVIP (VIS) and IMPACT case managers to make sure that participants' basic and emergency needs are met as well as provide referrals to other resources as needed.

**2<sup>nd</sup> Chance Lifesavers** ([www.2ndchancelifesavers.org](http://www.2ndchancelifesavers.org)) will provide HVIP program participants and their family the opportunity to change and redirect their lives on a meaningful path by providing life skills workshops on problem solving, critical thinking and conflict resolution. The goal is to help each participant and family member of the program find an alternative life path that they can believe in and achieve by:

1. Mentorship: Weekly meetings with former justice-involved mentors who can authentically challenge them by sharing their experience to why they changed their path, and by sharing the struggles and frustrations along the way.

2. Supportive Sessions: 2<sup>nd</sup> Chance will introduce the participants and family members to facilitators of similar demographics who can relate to and will share about their career paths and mental health care to address the trauma that violence has caused in lives of those who lived in those communities.

**Transportation**: OAA plans to provide transportation support via Lyft services, public transportation, and gas cards. OAA is ensuring that transportation is not a barrier for clients receiving medical or social services. Providing transportation will help alleviate stress levels that often cause reduction in program participation among people in vulnerable situations, such as a trauma victim from gun violence. OAA 15 passenger van is available for group/family transportation to events, workshops and employment opportunities.

**Data Collection**: OAA data collection will begin with program enrollment and the initial needs assessment. All HVIP partners and staff members will be knowledgeable of the program's data collection model. Clients will be informed during enrollment that their information will be used but will remain confidential according to program policies. In addition, OAA's VIS Supervisor will establish relationships with UAB's hospital HVIP representatives for the purposes of accessing and sharing client information for data collection purposes. OAA's data collection model will reflect HAVI's program compliance and accountability requirements.



### C. Sustainability

OAA's leadership and financial team will work closely with an external accountant and auditor in managing the program's growth in operations, human capital and financial capacity. In addition, OAA has recently contracted with Paychex – HR Solutions, a human resource firm who will assist in managing the expansion of staff members. Additionally, OAA has contracted a grants manager/compliance officer who will assist in managing the growth of funding resources, including the potentially awarded funds, helping to leverage grant funds, and producing sustainability.

In support of the HVIP program, OAA plans to access reimbursable funding for client services such as the Victims of Crime Act Victim Assistance Grant Program through the Alabama Department of Economic and Community Affairs (ADECA). In addition, OAA will apply through the Family Violence Prevention and Service Act grant program, in efforts to prevent family violence and provide immediate shelter and related assistance to victims of family violence and their children. Lastly, OAA will research additional justice related resources through the U.S. Department of Justice

OAA is exceedingly capable of managing grant funds and associated compliance requirements. OAA currently manages both federal and non-federal funding sources with highly restricted guidelines and compliance measures. OAA's leadership and financial team work closely in ensuring that the organization meets both the programmatic and fiscal regulatory guidelines. Furthermore, OAA's grants manager assists in managing grants compliance by providing program and financial oversight before, during, and after an award.

In the past 12 months, OAA has secured funding from a variety of sources, many of which are linked directly to active board members. OAA's Board of Directors (**Exhibit C**) is comprised of 13 members, each of whom is linked to community networks. In addition, OAA's Board consists of a fundraising committee that explores fundraiser events and pursues relationships with private and corporate sponsors.

Listed below are funding sources that OAA has recently received:

- Department of Justice Project Safe Neighborhoods through the US Attorney's office for the Northern District of Alabama.
- Community Health Scholars grant from University of Alabama Birmingham (UAB)
- UAB Community Health Initiative
- Kettering Foundation
- United Way and Alabama
- Alabama Power Foundation
- Bob Barker Foundation
- Appleseed
- ACLU
- Annie E Casey
- Community Foundation Greater Birmingham



In closing, OAA through their hands-on experiences, partnerships, and financial sustainability has demonstrated over the past eight years their ability to successfully serve a population that often faces long-term hardship. OAA's passion for helping the community and improving social development among victims and former offenders has positively impacted the lives of individuals who were facing little to no hope. OAA's community partnerships in Alabama, criminal justice involvement, and love for Jefferson County have prepared them in providing trauma-informed care to gun-violence victims and their family through wrap-around services as Jefferson County's HVIP Case Management service.

EXHIBITS

- Exhibit A – Current Organizational Chart
- Exhibit B – Key Personnel - Resumes
- Exhibit C – List of Board of Directors
- Exhibit D – Audit - Management Letter
- Exhibit E – FY20 Budget/Profit & Loss Statement
- Exhibit F – Letters of Support / References
- Exhibit G – Proposed Jefferson County, Alabama HVIP Organizational Chart
- Exhibit H – Proposed - HVIP Program Budget
- Exhibit I – MOUs – HVIP Subcontractors / Social Services

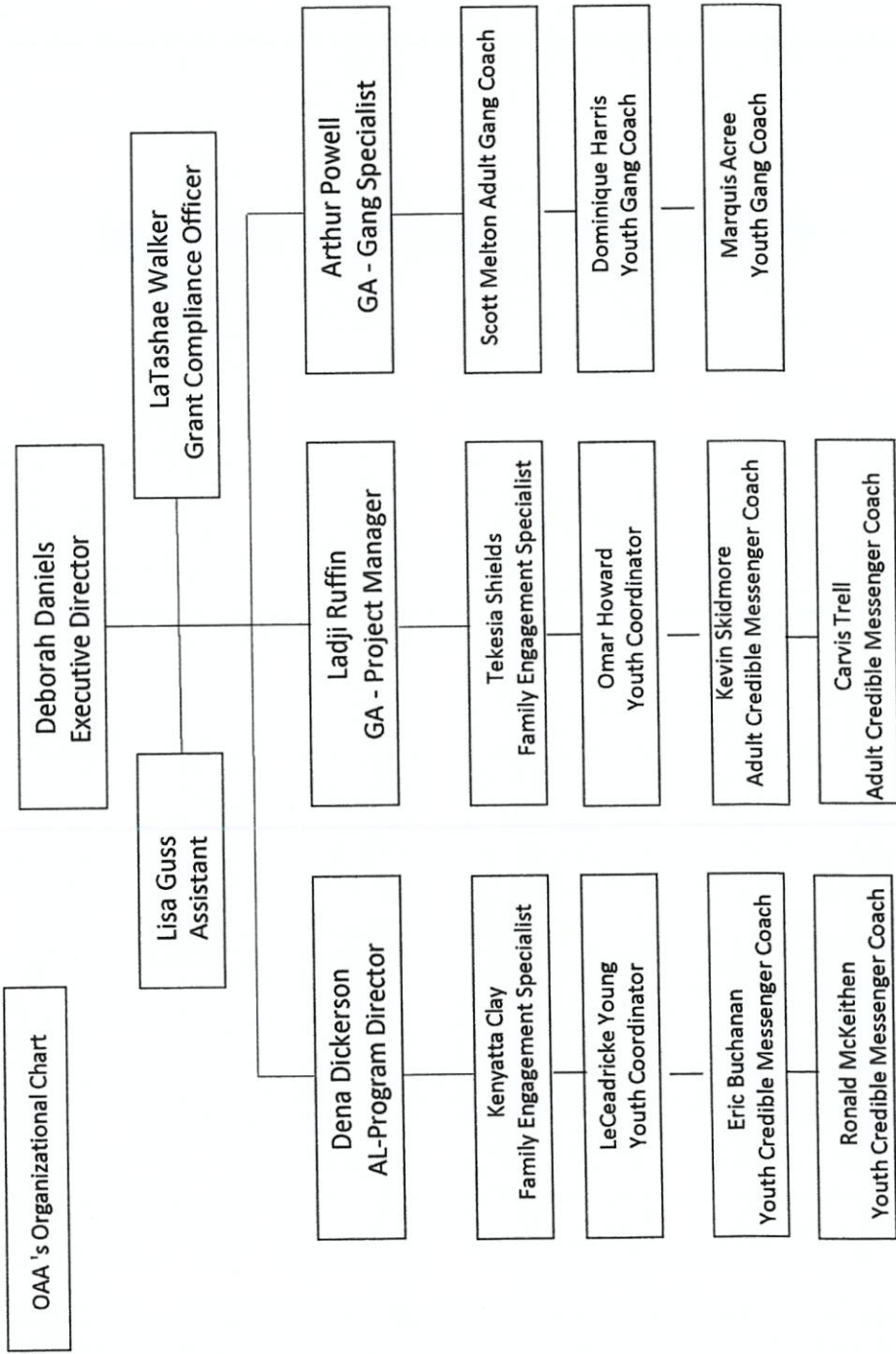
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# Exhibit A

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## OAA's Current Organizational Chart





# Exhibit B

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## Resumes - Key Personnel

# Deborah Daniels

800 28th Avenue NE, Center Point, AL 35215  
(205)368-0008 ddaniels@offenderalumni.org

A proven collaborative, results-oriented leader with more than 20 years of demonstrated success in developing/aligning and deploying strategies to support goals and objectives related to prisoner reentry. A servant leader who attracts, trains and motivates highly skilled, quality teams and is adept at juggling multiple priorities and working under pressure.

## *AREAS OF EXPERTISE*

- ✓ Operations Management
- ✓ Project Management
- ✓ Master Facilitator
- ✓ Leadership
- ✓ Strategic and Tactical Planning
- ✓ Budgeting and Finance
- ✓ Contract Negotiation
- ✓ Teamwork
- ✓ Business Intelligence
- ✓ Implementation & Support

## *BOARD APPOINTMENTS*

**Founder & President** / Offender Alumni Association / Feb 2014 - Present  
**Board Member** / Alabama Sentencing Commission Board / April 2005 - Present  
**Board Member** / UAB Investigative Review Board / January 2006 – Present  
**Board Member** / Cornerstone School of Alabama / May of 2010 – Present

## *AWARDS*

**Innovative Prevention/Reentry Strategy Award** (Offender Alumni Association) for **2018** given by **The Department of Justice**

**The Making a Difference Award** (Offender Alumni Association) for **2019** given by **The Alabama Minority GOP**

## *TRAINING AND EDUCATION*

**Prison Fellowship Training** - August of 2009  
**VIP Prison Fellowship & Christian Women Job Core Training** - June of 2010  
**Prison Fellowship / Mentoring -Training** - July of 2010  
**CWJC-CMJC National Site Certification** - August of 2013  
**CWJC-CMJC 2<sup>nd</sup> Level Site Certification** – June 2015  
**Connecticut Community Addiction Recovery/CCAR** – April 2013  
**WMU / Why we are not hearing the cry for help** – April 2014  
**WMU / Standing strong against the enemy** – April 2014  
**Evangelism Explosion**- January 2009  
**Credible Messenger Bootcamp**- July 2019

## *PROFESSIONAL EXPERIENCE*



**Offender Alumni Association  
Founder & CEO (volunteer)**

**2014 – Present**

- Launched the Offender Alumni Association in 2014 and as President responsible for the coordination of all projects, programs and daily activity.
- Implemented a Youth Career Readiness Initiative program aimed at reducing gang affiliation and gun violence, and most recently the Credible Messenger Two Day Bootcamp.
- Manage approximately 27 volunteer former offenders who coach youth, host classes and support groups in prisons and strategic communities in 2 states and five counties.
- Developed our highly successful family support forums. OAA is bringing broken families together and restoring them and giving them hope for a brighter future.
- Strengthen and deepen relationships with partners to achieve planned revenue goals while actively seeking to identify, cultivate, solicit and steward new partners, including individuals, foundations, federal grants and corporations.

**Prison Fellowship Ministries  
Regional Director**

**2016 - 2019**

- Proactively manage teams in the region by building a high performing and healthy local team, as measured by their performance against the monthly employee performance demonstrated by their positive attitude, understanding of and support of national goals for Angel Tree, Academies and Hope Events.
- Develop and maintain local strategy in partnership with Field Directors to achieve these goals, including strategies for expansion of ministry through volunteers in non-staffed areas.
- Build strong collaborative relationship with Strategic Gifts team to ensure ample opportunities for donors to experience in-prison programming, leading to increased fundraising in the assigned territory.
- Maintain local program in alignment with national strategy, especially bringing Academy into compliance with national standards.
- Build a strong relationship with management, responding promptly to all requests from national leadership including but not limited to planning, status, development, and strategic input, and maintaining a positive image of the Region by external partners and senior staff.

**Prison Fellowship Ministries  
Field Director**

**2005 - 2016**

- Develop ministry teams in strategic locations within the assigned area that meet specific ministry needs and opportunities. Implement local area plan for engaging local churches, ministerial associations, and key volunteers as the means for team development.
- Develop a network of key relationships relevant to prison ministry within an assigned geographic area for the purpose of maximizing available resources. Includes but is not limited to prison staff and chaplains, clergy, faith-based organizations, and social services personnel. Compile and analyze information on the specific ministry opportunities and resources of the sub-areas within overall geographic responsibility. On ongoing basis, utilize network and available information to partner in maximizing shared resources for ministry impact.
- Provide ongoing coaching/mentoring to established teams. Recruit key volunteer leaders and assist as they recruit, select, train, and support other volunteer members. Serve as resource on issues relating to prisoners, ex-prisoners, and their families in assigned area. Provide regular communication on upcoming ministry opportunities, possible ministry resources, etc. and advise in handling difficulties encountered in ministry.
- Work with supervisor and other regional staff in team effort to accomplish regional goals. Contribute to development, communication and implementation of strategic plans in assigned area. Work with supervisor and support staff to ensure completion of administrative tasks, meet financial and program reporting requirements,

and collaborate on logistics for special events and activities. Keep supervisor informed of progress, issues and unusual problems. Submit reports and statistics in a timely manner and train volunteer leaders on process for submitting reports.

**Prison Fellowship Ministries  
Program Coordinator**

**2000 – 2005**

- Delivery of core programs in accordance with Annual Plan.
- Oversee planning and development of the Ministry Delivery Teams.
- Recruit, train and place key volunteers for developing Ministry Delivery Teams to meet the needs of prisoners and their families.
- Assist Area Director in conducting recognition/appreciation one-on-one and group events.
- Assist Area Director in marketing and promoting Prison Fellowship Ministries.
- Assist Area Director in analyzing and reporting ministry results.
- Build, maintain, and enhance relationships with faith-based volunteers, pastors, Department of Corrections Officials, prison chaplains, etc. to improve quantity and quality of Prison Fellowship Ministries programming.



## FELENCIA "DENA" DICKERSON

4313 Edward Street, Brighton, AL 35020

[Dena2oaa@gmail.com](mailto:Dena2oaa@gmail.com)

(205) 901-8485

Over the past decade, I have delivered social services and support to vulnerable and marginalized people living in Alabama. I work directly with the unhoused population as a case manager and program assistant at one of Birmingham's largest homeless shelters. In a volunteer capacity, I serve as program director for a nonprofit started by formerly incarcerated people, for which I coordinate peer support and re-entry services for people coming out of prison in Alabama and Georgia.

### WORK HISTORY

#### Case Manager

*Firehouse Ministries, Birmingham, AL, 2012-present*

- Provide wraparound services for more than 3000 unhoused clients in over eight years
- Assist with everyday needs of clients with a goal a moving client to stable housing
- Facilitate weekly support meetings with clients
- Maintain comprehensive case files for each client while adhering to confidentiality and HIPAA regulations
- Facilitate 10 weekly pre-treatment program groups and refer clients to appropriate mental health care providers

#### Program Assistant

*Firehouse Ministries, Birmingham, AL, 2012-Present*

- Case manager for more than 50 clients
- Seek out and maintain community partnerships with Birmingham-area institutions and government programs to promote the well-being of the homeless
- Facilitate recovery groups
- Coordinate kitchen operations

### VOLUNTEER EXPERIENCE

#### Director of Programs

*Offender Alumni Association, Birmingham, AL, 2020-Present*

- Facilitate programs for justice-involved youth to connect with mentors and coaches, including classes, workshops and community field trips
- Enhance peer support program by starting two different family support groups

#### Executive Director

*Offender Alumni Association, Birmingham, AL, 2014-2020*

- Managed day-to-day operations in accordance with bylaws, vision and mission of the organization



- Spearheaded program's expansion to three major cities in Alabama and the greater Atlanta-area
- Represented the program at major institutions to assist with bridging the gap between incarcerated people and community stakeholders
- Planned and hosted weekly re-entry support forums at four major correctional facilities in Alabama and Georgia to assign peer mentors
- Pilot strategic planning and organization logic models
- Created coalition of service providers including US Attorney's Office for the Northern District of Georgia, Jefferson County DA's Office and Alternative Sentencing, Jefferson County Memorial Project City of Refuge, 440 Trucking Company, Mothers Against Gang Violence, Freedom Is a Choice, Birmingham Strong, the School of Public Health and Department of Criminal Justice at the University of Alabama Birmingham, and the Atlanta Falcon's Social Justice Team
- Secured new funding sources for a total of over \$200,000
- Organized and hosted fundraising events

### **Re-entry Initiatives Intern**

*Alabama Prison Arts + Education Project, Auburn University, 2018-present*

- Research and compile re-entry service providers in Alabama's 67 counties, including extension and continuation avenues for higher education
- Provide peer support to currently incarcerated APAEP students and present re-entry programs and services
- Assist with day-to-day program operations and educational initiatives

### **Re-Entry Case Manager**

*Impact Family Counseling, Birmingham, AL, 2016-2018*

- Provided re-entry wraparound services to 150 clients
- Facilitated weekly re-entry workshops at Limestone Maximum Security Correctional Facility to ease with transition out of prison. Led training programs related to acquiring personal documents and identification cards, job applications and job interviews, strengthening frayed family relationships, and identifying the role of a court liaison
- Initiated contact with clients prior to release to provide re-entry peer support

### **Peer Support**

*Aletheia House, Birmingham, AL, 2012-2016*

- Facilitated weekly support groups for pregnant women struggling with addiction

### **Peer Support**

*Olivia's House, Birmingham, AL, 2013-2014*

- Facilitated weekly Narcotic Anonymous meetings for pregnant women struggling with drug addiction
- Strategized networking opportunities to link women with potential sponsors

## **Program Coordinator**

*Work Release Program for Incarcerated Women, Birmingham, AL, 2007-2011*

- Coordinated annual "Me and Moms" event to facilitate successful reunification and bonding of the clients' families and children in a fun, supportive, and loving environment
- Other activities included fundraising, researching potential donors, organizing agendas in compliance with security restrictions, setting daily meal menus, arranging transportation, and collaborating with supporters to maintain program integrity and sustainability

## **PROFESSIONAL MEMBERSHIPS**

- Project Safe Neighborhood Task Force, Northern District of Alabama
- Re-entry Task Force, Birmingham City Council
- Alabamians for Fair Justice Coalition

## **AWARDS**

- Circle for Justice Innovation Award, 2021
- Outstanding Community Leader Award, Minority GOP of Northern Alabama, 2019
- Project Safe Neighborhoods Innovative Reentry Award, US Attorney's Office of Northern Georgia, 2018

## **CERTIFICATIONS AND JOB TRAINING**

- Certified Peer Support Specialist Certification, State of Alabama Department of Mental Health, 2015, 2016, 2017, 2018, 2019, 2020
- PREA Training, Alabama Department of Corrections, 2018, 2019, 2020
- Credible Messenger Certification, Credible Messenger Justice Center, New York, 2019
- Conflict Resolution Certification, Project Safe Neighborhood Initiative, 2019
- Trauma Informed Care Certification, Project Safe Neighborhood Initiative, 2018
- Food Service Certification, Alabama Department of Health, 2013
- Welding Certification, JF Ingram Technical College, 2005

## **EDUCATION**

Jefferson State Community College, Birmingham, AL  
*Part-Time Student, 2018-Current*

## **PROFESSIONAL REFERENCES**

Kyes Steven (334)844-8946

Shaelyn Smith (334)750-4353

Justin Lutz (205)447-2695

Warden Karen Carter (205)862-4087

## **Leceadricke Young 1159**

16<sup>th</sup> Ave West Birmingham, AL  
35204

leceadricke.young3@gmail.com  
205-243-0861

*Seeking a position where I can use my experience and ability to reach out to those in need, organize and work with people who are committed to bringing change to lives and making a difference in the lives of the hopeless in the spirit of servitude.*

### **Career Profile**

A multi-skilled, talented and confident Welder with a practical background of successfully welding & fabricating stainless steel and various other metal components. Possessing extensive knowledge of specialist welding machines and tools, including their designs, uses, repair, and maintenance. Having an excellent safety track record when working on a job. An excellent communicator, who can relate well with people at all levels and has the flexibility of working well as part of a team and also individually

### **Summary of Qualifications**

- Knowledgeable about the mechanisms related to milling, threading, shaping drill press machines
- Skilled and experienced certified welder
- Knowledgeable about the functioning of welding, and fabricating process
- instruments, including power and hand tools
- Skilled in working with mechanical
- Outstanding capability to identify the problem and implement accurate solutions
- Ability to exhibit great dexterity and demonstrate safety practices at all times

### **Work Experience**

#### **Room Captain (Team Leader)**

Southeastern Meats

Birmingham, AL

May 2018- Current

- Prep for the shift by getting scales check, paperwork in order, equipment checked and ready for start-up while preparing room for packers and sealers
- Maintain and keep order of day to day activities

#### **Automotive Maintenance Worker**

Kamtek Birmingham, AL March



2011-November 2015

- Inspected and tested damaged machine parts, and mark defective areas or advise supervisors of repair needs
- Installed, replaced, or changed machine parts and attachments, according to production specifications
- Lubricated or applied adhesives or other materials to machines, machine parts, or other equipment, according to specified procedures
- Transported machine parts, tools, equipment, and other material between work areas and storage, using cranes, hoists, or dollies

### **Certified Maintenance Welder**

Sims Metal Management

Greenville, MS January 2005-

March 2010

- Welded components in flat, vertical, or overhead positions
- Operated safety equipment and use safe work habits
- Monitored the fitting, burning, and welding processes to avoid overheating of parts or warping, shrinking, distortion, or expansion of material
- Removed rough spots from workpieces, using portable grinders, hand files, or scrapers

### EDUCATION

#### **High School Diploma or Equivalent, General Studies**

Simmons High School Hollandale, MS

### COMMUNICATION

Flexible, open minded to listening and understanding the other person. Communication is simply transferring information from one place to another, also communicate with other people to get their understanding and perspective of a situation helping with others in reading writing is another form of communication that goes long with the job description.

### LEADERSHIP

Lead facilitator of the organization OAA, room leader at Southeastern Meats, helping other get on the right path to a successful start in the organization OAA. Volunteer at the homeless shelter asit in getting them to and from appointments an or jobs. A process by which a person influences others to accomplish an objective and directs the organization in a way that makes it more coherent and cohesive . A good leader is one who is always three steps ahead of the others looks out for the people before himself.

### CERTIFICATION

Intensive substance abuse, Smart Work Ethics, Alabama Written Drivers Test, Identifying Community Resources, Effective Communication Skills, HIV/AIDS And STD workshop, Anger Management, Life Skills, FDIC Money Smart, Stress Management, Healthy Relationships And National Institute Of Corrections Thinking For A Change.

# **Lisa M. Guss**

3222 8<sup>th</sup> Street NE ♦ Birmingham, AL 35215

Phone (205) 601-9200

Email: Marieguss.lg@gmail.com

## **OBJECTIVE**

To obtain a service position in a nonprofit organization using my skills and life experience to assist others in personal empowerment and professional growth.

## **EMPLOYMENT HISTORY**

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11/17 – Present **Impact Family Counseling**

Birmingham, AL

### **Case Manager (11/1/2017 to 11/1/2018 Reentry) (11/1/2018 to present U-Turn Case Manager)**

- Assessment of client's needs regarding reentry, rehabilitation, and support
- Identify necessary resources and direct the client to resources
- Assist client with obtaining necessary resources for basic and employment needs
- Point client to available employment options
- Monitor client's success with obtaining resources and employment
- Assist client with a plan for success
- Advocate for the client with available resources

*A Case Manager is an advocate and a mediator. Case managers need to be able to assimilate large amounts of information and help clients in making life decisions.*

*Case Management is a collaborative process of assessment, planning, facilitation, care coordination, evaluation, and advocacy for options and services to meet an individual's and family's comprehensive health needs through communication and available resources to promote patient safety, quality of care, and cost-effectiveness.*

10/15 – Present **Offender Alumni Association (OAA)**  
Birmingham, AL

### **Development Director (Volunteer)**

- Identify, cultivate, solicit, and retain qualified prospects and donors.
- Development a donor development cultivation strategy for funding
- Establish a strategic and systematic focus on closing multi-year commitments
- Engage the community, other service organization and current supporters in community service projects
- Network with other nonprofit organizations, community leaders and elected officials to implement gain support for funding projects
- Develop and deliver public speeches at organizational events
- Mentor other association members within the organization
- Serve as a peer advisor on issues related to the membership

06/10 – 11/17 **Taco Bell Restaurant**

Birmingham, AL

### **Team Leader/Trainer**

- Greet patrons, taking food/drink orders, and answering questions about menu items and promotions
- Accurate operation of cash registers and maintaining drawer till balances
- Safe operation ovens, microwaves, and other various pieces of kitchen equipment
- Adherence to safe and healthful food handling requirements
- Maintenance of clean work environment, work surfaces and food preparation equipment and utensils
- Expeditious completion of drive-thru window orders
- Assists with inventory management and cost control
- Responsible for training new hires on standard restaurant protocols, safety guidelines for handling and preparing food, and other rules and guidelines specific to the team member role



# **Lisa M. Guss**

3222 8<sup>th</sup> Street NE ♦ Birmingham, AL 35215

Phone (205) 601-9200

Email: [Marieguss.lg@gmail.com](mailto:Marieguss.lg@gmail.com)

01/13 – 12/15 *Extreme Cleaning Service*

*Birmingham, AL*

## **Managing Janitor**

- Supervises and coordinates activities of workers engaged in janitorial services
- Assigns janitorial work to employees, following material and work requirements
- Inspects work performed to ensure conformance to specifications and established standards
- Records personnel data on specified forms
- Recommends personnel actions, such as hires and discharges, to ensure proper staffing
- Confers with staff to resolve production and personnel problems

## **EDUCATION**

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### ***Date of Completion and or Attendance***

01/99 **Windham School District**  
Certification: Cognitive Intervention Program

*Huntsville, TX*

01/10 **Tarrant County College**  
Major: Office Administration

*Arlington, TX*

## **ADDITIONAL KNOWLEDGE, SKILLS & ABILITIES**

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- Over 10 years of experience in working in a retail/commissary environment which
- Skilled in effective customer service techniques and employee relations management
- Provided on-the-job training for newly hired supervisory personnel and peer co-workers
- Directed daily activities and ensured adherence to safety protocols by staff members
- Performed general clerical functions related to retail sales (basic file management, work schedule, and assignment creation, completion of required documents, etc.)
- Compiled and maintains records of quantity, type, and value of material, equipment, merchandise, or supplies stocked in establishment: Counts material, equipment, merchandise, or supplies in stock and posts totals to inventory records, manually or using the computer.
- Compared inventories to office records or compute figures from records, such as sales orders, production records, or purchase invoices to obtain current inventory.
- Verified clerical computations against physical count of stock and adjusts errors in computation or count or investigate and reports reasons for discrepancies.
- Compiled information on receipt or disbursement of material, equipment, merchandise, or supplies, and computes inventory balance, price, and cost.
- Prepared reports, such as inventory balance, price lists, and shortages.
- A prepared list of depleted items and recommends a survey of defective or unusable items.
- *Re-certified as Peer Specialist 2019*

## **VOLUNTEER SERVICE**

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The Texas Department of Justice  
Blessings and Miracles Recovery House in Texas  
Birmingham Work Release



# ARTHUR "ART" POWELL

Credible Messenger/Life Skills Coach/Consultant

www.egressconsultantsservices.com

artpowell.ceo@gmail.com

(678) 608-9645

## BUSINESS OBJECTIVE

Research and create Character Development, Life Skills, and Reentry Programs for at risk youth, young adults, and adults. Excellent in public speaking and high impact presentation skills. Experienced and skilled in mediating youth and adult conflicts. Effective in training staff and communities in bullying and gang awareness. Certified in Cognitive Behavior, Vicarious Trauma, A.R.T. (Aggression Replacement Training), and Restorative Justice. Over 20 years of personal knowledge and experience in the effects of traumatic experiences, gangs, criminal activity, and prison life.

## RELEVANT WORK HISTORY

Credible Messenger/Life Coach Project Safe Neighborhoods (PSN) Initiative (Reentry Programs with DJJ and DOC) <b>United States Attorney's Office (North District of Georgia)</b>	February 2018 - Present Atlanta, Georgia
Gang Specialist (Gang Awareness Trainings – 2.0 Contact Hours Certificate) <b>Criminal Justice Coordinating Council</b>	July 2017 - Present Atlanta, Georgia
Life Skills Coach <b>Fulton County Clubhouse For Youth</b>	February 2017 – May 2017 Atlanta, Georgia
Gang Specialist/Life Skills Coach (Real Talk About The Law Forum) <b>United States District Attorney's Office (North District of Georgia)</b>	January 2017 - Present Atlanta, Georgia
Gang Specialist/Life Skills Coach/Reentry Specialist/Career Pathway Manager <b>Hearts to Nourish Hope, Inc.</b>	March 2015 – Present Riverdale, Georgia
Life Coach/Gang Specialist <b>City of Atlanta/Parks and Recreations Dept.</b>	October 2015 – Present Atlanta, Georgia
Life Skills Coach/Gang Specialist <b>DeKalb County Juvenile Court</b>	January 2014 – Present Decatur, Georgia
Defense Expert/Consultant <b>Metro Capitol Defender</b>	October 2013 – Present Atlanta, Georgia
Bullying/Gang Expert/Life Skills Coach <b>Roanoke City Schools "Era of New Leaders" Program</b>	February 2013 – September 2013 Roanoke, Alabama

Spokesman/Trainer/Character Development Specialist  
**Bridge DA Gap Movement, Inc.**

July 2012 - Present  
Atlanta, Georgia

Bullying/Gang Prevention Expert/Life Skills Coach  
**Hot 107.9, "Bullying, Is Not Hot!" School Tour**

April 2011 – January 2014  
Atlanta, Georgia

Bullying/Gang Prevention Expert/Life Skills Coach  
**Fulton County Department of Human Services, Youth Commission Initiative**  
**"Stop The Bull!" Anti-Bullying and Violence Prevention Campaign**

April 2011 – January 2014  
Atlanta, Georgia

Bullying/Gang Expert/Life Skills Coach  
**Clayton County Public Schools "Era of New Leaders" Program**

February 2009 – May 2013  
Clayton County, Georgia

Program Director  
**"Youth against Violence" Program**

May 2007 – Present  
Douglasville, Georgia

Gang Prevention and Life Skills Program sponsored by the Douglasville Police Department & Douglas County Sheriff's Department.

- ⇒ Develop and design program curriculum
- ⇒ Interview and secure qualified facilitators
- ⇒ Instruct and facilitate gang prevention techniques
- ⇒ Counsel current and potential gang affiliated individuals
- ⇒ Develop peer educators

Founder / CEO  
**Art Powell Life Coach, LLC and EGRESS Consultants and Services, LLC**

January 2006 - Present  
Atlanta, Georgia

Because of the increasing number of youth joining street gangs and committing crimes, there is a great need for a plan to assist our parents, educators, and community leaders on the warning signs and methods of prevention from street gangs.

- ⇒ Gang Prevention Training
- ⇒ Mentor Training
- ⇒ Staff / Parent/Community Trainings
- ⇒ Project EGRESS Program
- ⇒ Youth Against Violence Program
- ⇒ Era of New Leaders Program
- ⇒ R.O.O.T.S. Reentry Program
- ⇒ Road to Entrepreneurship Program
- ⇒ Project M.A.I.L.S.

Facilitator/Trainer for **Bridge DA Gap Movement, Inc.**

Community Leadership Training from **Hands on Atlanta**

Community Partner/ Contractor with **Metropolitan Atlanta Violence Prevention Partnership (MAVPP)** chapter of **Georgia Violence Prevention Partnership (GAVPP.L)**

Community Partner with **Clayton Collaborative Authority**

Community Partner with **SAPNET Fulton**

### **AWARDS AND HONORS**

U.S. Attorney's Office "**Outstanding Contribution to the Mission of the U.S. Attorney's Office**" 2019

Douglasville Police Department "**Youth against Violence Program Appreciation Award**" 2017

Ryan Cameron Foundation "**4<sup>th</sup> Annual Youth Anti-Violence Forum Presenter**" 2013

Kappa Alpha Psi Fraternity, Inc. "**Diamond Achievement Award**" Fraternities VS Gangs Panel Discussion 2012

Gang Expert Panelist for Radio One/Hot 107.9 "**Bullying Is Not Hot – School Tour 2011 -2012**"

Clayton County Public Schools "**Mentor/Community Partner**" 2010

Gang Expert for Cobb Count Juvenile Court **Gang Suppression Summer Program** 2010

National Learning for Life "**Accreditation Award**" 2009

Proclamation from the City of Lovejoy, Georgia "**The Safe Communities-Safe Schools**" Initiative 2008

**Inspire Me Leadership Symposium** for outstanding contributions 2007

### **EDUCATION**

University of Phoenix, Phoenix AZ

Associates Degree in Human Services/Bachelors of Science in Management 2020



## LaTashae M. Walker, Ed.S

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1133 Commerce Drive, Unit 505, Decatur, Georgia 30030 (404)551-9291 / Latashaewalker17@gmail.com

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### Professional Skills:

- Strong interpersonal and communication skills;
- Ability to interact well with professionals at various levels;
- Knowledge of and ability to apply, diversified financial management skills, with the ability to manage funds effectively;
- Possesses knowledge of grants and contracts administration; and ability to apply knowledge to the task or issue at hand;
- Knowledge and expertise of Federal, State, and Local agency regulations, policies, procedures and laws applicable to sponsored program activities;
- Excellent organizational skills to manage many competing timetables and responsibilities;
- Excellent verbal and written communication skills to communicate effectively with management, departmental members, program team members, program participants, community leaders and outside funding agencies;
- Highly goal oriented, self-motivated, and ability to work independently as well as in coordination with various teams;
- Understanding of proposal development, identifying funding, and grant procedures and compliances;
- Knowledge of Microsoft Office– *Words, PowerPoint, Excel, Publisher, and Outlook*;
- Knowledge of various management systems - Oracle; Kronos; EMMIE; Grants Portal, and EMGrants.

### Education:

**Georgia State University** – Atlanta, Georgia

*Graduate Certification* – Non-profit Management (Jan. 2013 - May 2014)

*Master of Science* – Sport Management (Aug. 2010 – May 2012)

*Specialist in Education* – Educational Administration (Jan. 2004 – May 2005)

*Master of Education* – Educational Administration (June 2002 – Aug. 2003)

*Bachelor of Science in Education* – Middle School Education / Concentration: Math & Science (Aug. 1994 – May 1999)

### Professional Experiences:

#### **Deputy Department Manager**

*Georgia Emergency Management and Homeland Security Agency (GEMA/HS)* – Atlanta, Georgia

Deputy Department Manager, Public Assistance (Sept. 2019 – Present)

Work Schedule: 8:00am - 4:30pm week days / Alternate schedule during activation

Total: 40 hours per week

**Job Duties:** Manage and coordinate an estimated \$900M grant portfolio which includes serving as a technical authority and resource in communicating with the Public Assistance leadership team, departmental members, grantees and federal staff on all matters concerning grants/assistance services and products; Develop goals and objectives that integrate organization and grants management objectives; Establish, revise, or review policies, procedures, mission objectives, and organization design for the Public Assistance team; Demonstrate expertise in interpreting, developing, and applying appropriate regulations, policies and procedures relating to a variety of grant mechanisms; Develop and facilitate on-going professional development trainings; Exercise supervisory personnel management responsibilities for a team of 16 departmental members; Establish measurement and analysis systems for units managed to assess efficiency, effectiveness, and compliance with regulatory procedures; and Work closely with the Senior Recovery leadership team.

**Sample Project:** Federal Emergency Management Agency (FEMA), Public Assistance Program.



### **Senior Consultant**

TASH Management Consulting Firm - Decatur, Georgia

Senior Consultant, Project Management (Feb. 2019 – Sept. 2019)

Work Schedule: 8:00am – 4:30pm week days

Total: 40 hours per week

**Job Duties:** Implemented projects/programs for private, non-profit, and public sectors; Developed projects/programs for private, non-profit, and public sectors; Conducted grant research (Corporate, State, and Federal); Developed grants and proposals; Completed budgets and budget assessments; Provided project technical assistance and compliance management; Conducted research for proposed grants or projects; Managed grant funded programs and projects; Conducted program/project evaluations; and Developed outcome reports and data analyses.

**Sample Project:** Cherokee County Juvenile Court – U.S. Department of Justice: OJJDP Juvenile Drug Treatment Court Grant.

### **Director, Federal Grants Projects and Performance**

Boys & Girls Clubs of America – Atlanta, Georgia

Director, Federal Grants Projects and Performance (June 2017 – Feb. 2019)

Work Schedule: 8:00am – 4:30pm week days

Total: 40 hours per week

**Job Duties:** Provided compliance oversight for federally funded projects; Managed over \$5M in federal grants and programs; Established sub-award accounts; Analyzed and approved expenditure reports from sub-awards; Prepared and submitted quarterly and annually budget reports; Provided technical assistance to sub-recipients; Developed contracts for pass-through awards; Regularly corresponded with federal agency; Generated federal grant reports for management team; Met with management team to provide compliance updates; Served as liaison between customers and internal cross-functional departments to ensure highest level of service excellence; and Managed team projects as assigned.

**Sample Projects:** National Aeronautics and Space Administration; National Park Services; Corporation for National Community Services; U.S. Department of Health & Human Services – Centers for Disease Control and Prevention; and U.S. Department of Agriculture.

### **Grants Coordinator**

DeKalb County Juvenile Court – Decatur, Georgia

Grants Coordinator (March 2016 – June 2017)

Work Schedule: 8:00am – 4:30pm week days

Total: 40 hours per week

**Job Duties:** Managed over \$4M in federal grants and programs; Evaluated program operations for compliance; Analyzed daily grant expenditures; Developed budget for new grant cycle; Managed daily invoice operations via *Oracle*; Developed and implemented grant funded programs; Submitted quarterly and monthly budget reports; Corresponded with funding agencies; Provided grant compliance trainings; Corresponded with budget analyst; Regularly attended grant trainings; Served as liaison between customers and internal cross-functional departments to ensure highest level of service excellence; Reported grant status to stakeholders and colleagues during meetings; and Met with leadership team to provide implementation and compliance updates.

**Sample Projects:** U.S. Department of Labor ETA; U.S. Department of Health & Human Services; Criminal Justice Coordinating Council; U.S. Department of Justice Office of Justice Programs; Workforce Investment Act Youth Program; and Supreme Court of G.A. Committee on Justice for Children.

### **Senior Consultant**

TASH Management Consulting Firm – Decatur, Georgia

Senior Consultant, Project Management (Jan. 2008 – Mar. 2016)

Work Schedule: 8:00am – 6:30pm week days

Total: 40+ hours per week

**Job Duties:** Implemented projects/programs for private, non-profit, and public sectors; Developed projects/programs for private, non-profit, and public sectors; Conducted data and grant research (Corporate, State, and Federal); Developed grants and proposals (Corporate, State, and Federal); Completed budgets and conducted budget assessments; Provided project technical assistance and compliance; Managed grant funded programs and projects; Conducted program/project evaluations; and Developed outcome reports and data analyses.

**Sample Projects:** 21<sup>st</sup> Century Community Learning Centers (CCLC); Supplemental Educational Services (SES); National Police Athletic League (PAL); United Way; Wachovia; AFLAC; CDBG; Department of Human Services (DHS); Georgia Department of Education (GDOE); Tutan Reyes - Beyond the Burroughs; Jerald Brown - Smashmouth Sportz; Action Sports Academy; YMCA; Personal Responsible Education Program (PREP); and Governmental Bids & RFPs.

**Program Director**

SAP National Student Athletic Program, Inc. – Decatur, Georgia

Founder/Program Director (Jan. 2009 – Present)

Work Schedule: 6:30pm – 9:00pm week days / 8:00am – 12:00pm weekends

Total: 0 – 12 hours per week

**Job Duties:** Develops academic plans for student athletes in preparation for college; Researches institutions (colleges and universities) that are compatible to student athlete's athletic and academic performances; Hires and trains supporting coordinators (Program, Academic, Community Relations, and Athletic); Oversees mentorship program and community service for student athletes; and Maintains relationships with NCAA to ensure compliance.

**Educator**

Atlanta Public Schools - Atlanta, Georgia

Kennedy Middle School

Middle School Math Teacher (Sept. 2009 – May 2010)

Work Schedule: 8:00am – 4:30pm week days

Total: 40 hours per week

DeKalb County Schools - Stone Mountain, Georgia

Stone Mountain Middle School

Middle School Math Teacher (Aug. 1999 – May 2007)

Work Schedule: 8:00am – 4:30pm week days

Total: 40 hours per week

**Certifications:**

Nonprofit Management Certification and Georgia Educator Certification.

**Organizations/ Volunteer Services:**

Kappa Delta Pi- International Honor Society in Education; GAE – Georgia Association of Education; DeKalb CASA – Court Appointed Special Advocacy; Destiny Academy School Board Member; Warrick Dunn Foundation Volunteer; Roddy White Keep the Faith Foundation Board Member (Vice President); PTA Vice-President – Renfroe Middle School; and School Leadership Team Member – Renfroe Middle School.

**References:**

Upon request.



**Curriculum Vitae**  
**Stacy C. Moak, JD, PhD**  
**stacym@uab.edu**

**EDUCATION**

- 1998            PhD, Urban Studies, University of New Orleans  
Dissertation Title: *Untangling Relationships of the Social Bond, Religiosity, and Juvenile Delinquency.*
- 1991            JD, Loyola School of Law
- 1987            BS, Criminal Justice, University of Southern Mississippi

**ACADEMIC APPOINTMENTS and Professional Experience**

- 2020 – present        Professor, Political Science and Public Administration  
Secondary Appointment: Social Work  
Secondary Appointment: Criminal Justice
- 2016 – 2020            Professor, Social Work: University of Alabama Birmingham.
- 2011 – 2016            Professor, Criminal Justice
- 2011 – 2013            Graduate Coordinator for MA, MS, & PHD
- 2005 – 2011            Associate Professor, Criminal Justice  
University of Arkansas, Little Rock
- 2010 – 2011            Program Coordinator for MA
- 2009 – 2010            Joint appointment U of A, Fayetteville
- 2005 – Present        Director  
Juvenile Justice Center  
University of Arkansas, Little Rock
- 1998 – 2005            Assistant/Associate Professor, Criminal Justice  
University of Louisiana at Monroe
- 1998 – 2005 Director, Institutes for Corrections & Juvenile Justice

**SERVICE: PROFESSIONAL**

**Counsel on Social Work Education:** 2017-Present Member

**Urban Affairs Association:** 2018 – present Member  
2019—Awards Committee

**Academy of Criminal Justice Sciences:**

2000 – Present	Member
2011 – 2012	Area Chair, Program Committee
2011 – 2013	Secretary/Treasurer, Critical Criminal Justice Section
2010 – 2011	Member, Assessment Committee
2010 – Present	Member, Critical Criminal Justice Section
2009 – 2010	Chair, Juvenile Justice Section
2008 – 2009	Chair, Student Affairs Committee
2008 – 2009	Vice-Chair, Juvenile Justice Section
2007 – 2008	Deputy Chair, Student Affairs Committee
2006 – 2008	Executive Counselor, Juvenile Justice Section
2006 – 2007	Member, Student Affairs Committee
2003 – Present	Member, Juvenile Justice Section
2000 – 2001	Member, Local Arrangements Committee

**Southern Criminal Justice Association**

1999 – Present	Member
2009 – 2013	Editorial Board <i>American Journal of Criminal Justice</i>
2006 – 2011	Editorial Board <i>Journal of Youth Violence and Juvenile Justice</i>

**AWARDS AND HONORS**

2019 Provost Award for Faculty Excellence in Study Abroad

2017 Invited Visiting Professor  
University of Graz  
Graz, Austria

Summer 2015 Invited Visiting Professor  
University of Graz  
Graz, Austria

2015 Travel Award  
Clinton Foundation  
Funded to travel to Clinton Health Matters National Summit,  
Pasadena, CA.

2013 Faculty Excellence Award for Teaching: College of Professional Studies

2013 Awarded an Inaugural Grant from the Provost to develop an Interdisciplinary course on  
Neighborhood Studies. Disciplines involved include Criminal Justice, Art History, and  
History. Faculty each received \$3,600.

2013 Faculty Exchange program to University of Graz, Austria.

# Exhibit C

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OAA's Board of Directors



Board Member	Donor	Race	Gender Ethnicity	Ethnicity	Brief Bio
Justin Lutz	Y	W	M	non-hispanic	Justin Lutz is a native of Montevallo, Alabama. He received a Bachelor of Arts in Interdisciplinary Studies from Sarah Lawrence College in New York, as well as a Master of Arts in Communication Studies with a focus in Women's and Gender Studies from McGill University in Montréal, Canada. He has extensive experience working in the nonprofit sector with organizations including GLAAD and The Franklin and Eleanor Roosevelt Institute. He currently works as Creative Director for the David Mathews Center for Civic Life in his hometown of Montevallo.
Stephen Rygiel, Esq.	Y	W	M	non-hispanic	Since 2010, Stephen has served as Legal Director and Supervising Attorney for the 501(c)(3) nonprofit HIV/AIDS community-based service organization, Birmingham AIDS Outreach (BAO), where he and his legal team render pro bono legal services for Alabamians with HIV and Alabamians who identify as LGBTQ. Stephen was awarded by the Alabama State Bar as the 2020-2021 Public Interest Attorney of the Year.
Beth Shelburne	Y	W	F	non-hispanic	Beth Shelburne is a journalist and writer whose work focuses on mass incarceration and criminal justice. She currently works as an investigative reporter with the Campaign for Smart Justice. She has a BA in Journalism from Auburn University and an MA in creative writing from UAB.
Ralph Hendrix		W	M	non-hispanic	I am retired from UAB Public Psychiatry after 38 years working in the Jefferson County Courts , managing pretrial release , Drug Courts , Community Corrections and Mental Health courts . These populations consisted of violent and nonviolent felons .
Alford Jerome Dees, II, Esq.		B	M	non-hispanic	Jerome Dees serves as the Alabama Policy Director for the Southern Poverty Law Center Action Fund. Previously he practiced law as a state prosecutor, defense attorney, and civil rights attorney.
Adlai Trone	Y	B	M	non-hispanic	
Connie Kohler		W	F	non-hispanic	Connie Kohler, Dr. P.H., is an emerita professor at the UAB School of Public Health. She retired in 2014 and has done volunteer work with incarcerated and newly released persons since then.
Mechelle Fruge	Y	W	F	non-hispanic	Marketing and Public Relations Specialists - experience in both private and non for profit corporations. Currently focusing on Education and Community Sponsorships.
Brian Gunn		B	M	non-hispanic	Brian Gunn is a community reinvigorator and engagement proponent. Brian has over 10 years of combined community engagement and public relations experience.
Rebecca Seung-Bickley	Y	W	F	non-hispanic	Rebecca Seung-Bickley is the Communications Director at the ACLU of Alabama, where she leads the organization's communications strategy on issues like criminal justice reform, reproductive freedom, voting rights, and other civil rights and civil liberties. A Montgomery native, she attended the University of Alabama for a B.A. in Economics, and then Auburn University for a M.A. in Communications. Prior to working for the ACLU, she has had experience in entrepreneurship, website design and usability testing, social media branding, freelance writing and photography, event coordination, and PR.

Salaam Green	y	B	F	non-hispanic	Salaam Green, M.S. is an Artist in Residence for University of Alabama at Birmingham, Arts in Medicine. She is Vice-Chair for OAA Board of Directors. Salaam sits on the board of directors for the Alabama Arts Alliance.
John Garrett	y	W	M	non-hispanic	

## Exhibit D

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Audit - Management Letter



**JCDH PROFESSIONAL LIABILITY TRUST FUND**

**SYNOPSIS OF PROFESSIONAL LIABILITY  
FOR JCDH EMPLOYEES  
(2023)**

Jefferson County Department of Health employees are provided professional liability coverage through the Department's Professional Liability Trust Fund. The Trust was created in 1988. It is funded by the Department and administered by JCDH Risk Management. The coverage applies at any facility where an employee is providing services within his/her assigned duties as an employee of JCDH.

The coverage is written on a "per occurrence" basis. This means that a qualified employee is covered for incidents that occur during their tenure at JCDH, regardless of when the claim is made. The limit of liability to be provided is determined by the JCDH Professional Liability Trust Fund Committee. The limits provided are \$1,000,000 per occurrence and \$3,000,000 annual aggregate.

The JCDH Office of Risk Management manages all claims. If a claim is filed against a qualified employee, the Risk Manager advocates for and represents the participant. The Office of Risk Management will engage experienced outside counsel to defend any lawsuit, and will manage the litigation process.

Questions concerning the coverage provided through Trust Fund and the services of the Office of Risk Management can be directed to Terri Anderson, Risk Management Coordinator (205-930-1516).

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**Jefferson Co Board of Health**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

Individual/sole proprietor or single-member LLC       C Corporation       S Corporation       Partnership       Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_

**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

Other (see instructions) ▶ **Government**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

**1400 6th Avenue S**

6 City, state, and ZIP code

**Birmingham, AL 35233**

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type  
See Specific Instructions on page 2.

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>									
OR									
<b>Employer identification number</b>									
6	3	-	0	4	7	5	7	0	0

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**

Signature of U.S. person ▶

*Joni Bellini*

Date ▶

*6/1/17*

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

- Form 1099-C (canceled debt)

- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



**AGREEMENT**

**THIS AGREEMENT**, effective this \_\_\_\_ day of April 2021 "Effective Date" by and between the Jefferson County Board of Health, (the "Board") and the City of Birmingham, Alabama (the "City").

**WHEREAS**, the Board is a county board of health constituted under the laws of the State of Alabama with its administrative arm the Jefferson County Department of Health (the "Department") under the direction of the Jefferson County Health Officer ("Health Officer"); and,

**WHEREAS**, the Board, the Department, and the Health Officer are responsible under Alabama Code §§ 22-3-1-5 to exercise supervision over the sanitary conditions and interests and public health in Jefferson County, including the municipalities, therein, and,

**WHEREAS**, the City is duly constituted under the laws of Alabama, and,

**WHEREAS**, The City is authorized pursuant to §§ 11-47-130-131, Code of Alabama 1975 to maintain the health and cleanliness of the City and may adopt such ordinances and regulations as the Council may deem necessary to insure such sanitary condition both in public places and in private premises in the City; and

**WHEREAS**, the Department and the City are sponsoring a Household Hazardous Waste Day event ("Event") on Saturday, April 24th, 2021, for the purpose of collecting, disposing, and appropriately recycling household hazardous waste, and,

**WHEREAS**, this Event is offered to protect the local environment by providing citizens of the City and of Jefferson County an opportunity to dispose of household hazardous items safely, including electronics, paper for onsite shredding, pesticides, herbicides and fertilizers, household cooking grease, paint, tires, appliances, prescription drugs, ammunition, and batteries, and,

**WHEREAS**, Act 1969-916 of the Acts of Alabama authorizes the municipalities and other governmental entities within Jefferson County to make the most efficient use of their powers by enabling them to cooperate with the state, the federal government and with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and developments of the county and municipalities and other governmental units and agencies therein; and,

**WHEREAS**, it is in the public interest for the Parties to cooperate in the implementation of the Event; and,

**WHEREAS**, the Board is desirous of entering into this Agreement whereby the City will donate funds to the Board to support the Household Hazardous Waste Event described herein.

**THEREFORE**, in consideration of the premises, mutual covenants of the parties, and other good and valuable consideration, the parties agree:

1. **OBLIGATIONS OF THE BOARD**

The Board will authorize participation in the Agreement by passage of a resolution and provide a copy of the same to the City which will be attached here to as Exhibit A.

The Board will provide an administrator to budget and administer the operation of the Event and to provide oversight, reporting and accountability for all funds expended in the Event.

All property to be acquired at the Event is deemed hazardous materials and will be disposed of in accordance with environmentally sound principles under the oversight of the Department.



The Board will accept the donation of \$1,000.00 from the City to pay costs incurred by the Board for the Household Hazardous Waste Day Event. Upon receipt of a final report from the Administrator of the Event of actual costs compared to budget, the Board will reimburse any portion of the City's donation received but not expended as a result of the Event.

In accordance with the requirements of Act 1969-916, the Board will cause this Agreement to be filed with the Judge of Probate of Jefferson County, Alabama, and with the Alabama Secretary of State.

2. **OBLIGATIONS OF THE CITY**

Upon passage of an appropriate resolution or ordinance, the City agrees to donate to the Board \$1,000.00 to pay or reimburse the costs incurred by the Department for the Event.

The City will provide authorization for its participation in this Agreement through an Ordinance of General or Permanent Operation and provide a copy of the same to the Board which will be attached hereto as Exhibit B.

3. **INDEPENDENT CONTRACTOR**

The City acknowledges that it is an independent contractor and not an agent or employee of the Board. Except as expressly provided in this Agreement, no Party shall have any power to incur any debt which shall become the responsibility of any other contracting party.

4. **TERM OF AGREEMENT**

The term of this Agreement shall be from the Effective Date through September 30, 2021, to allow processing payment of costs incurred for the Event unless terminated sooner as set forth herein.

5. **TERMINATION**

Once approved and finalized as set forth in paragraphs 1 and 2 of this Agreement, this Agreement may only be terminated by either party by giving notice of material breach to the other party. All property to be acquired at the Event is deemed hazardous materials and will be disposed of in accordance with environmentally sound principles under the oversight of the Department.

6. **NOT DEBT OF STATE**

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during this contract, be enacted, then that conflicting provision in the contract shall be deemed void. The City's sole remedy for the settlement of any disputes arising under this Agreement shall be limited to filing a claim with the Board of Adjustment for the State of Alabama.

7. **NON-DISCRIMINATION**

(a) Parties will comply with Titles IV, VI, and VII of the Civil Rights Act of 1964, the Federal Age Discrimination in Employment Act, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and all federal and state laws, rules and regulations implementing the foregoing statutes regarding nondiscrimination based on race, creed, color, religion, national origin, age, sex or disability, as defined in the above laws and regulations. Parties shall not discriminate against any otherwise qualified disabled applicant for or recipient of aid, benefits, or services or any employee or person based on physical or mental disability under the Rehabilitation Act of 1973 or the Americans With Disabilities Act of 1990.

(b) During the performance of this contract Board agrees as follows:

(1) Board will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. Board will

take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Board agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(2) In the event of Board's noncompliance with the nondiscrimination clauses of this contract, this contract may be canceled, terminated or suspended in whole or in part and Board may be declared ineligible for further municipal contracts.

8. **DUE AUTHORITY**

The City has all requisite power and authority to execute and deliver this Agreement and to carry out its obligations and the transactions contemplated. This Agreement has been duly executed and delivered by the City and constitutes its legal, valid and binding obligation enforceable against it under its terms, and the consummation and performance by the City of the transactions contemplated will not violate or conflict with or constitute a default under any term or provision of the organizational documents of the City, or of any term of any law ordinance, rule or regulation of any governmental authority or of any term of any order, judgment or decree of any court, arbitrator or governmental authority.

9. **OVERDUE FEES, TAXES, ETC.**

Pursuant to Executive Order of the Mayor of Birmingham No. 76-09 (effective as of August 21, 2009), Board acknowledges and agrees that the City has the right to deduct from the total amount of consideration to be paid, if any, to Board under this Agreement all unpaid, delinquent, or overdue license fees, taxes, fines, penalties and other amounts due the City from Board.

10. **HISTORICALLY UNDERUTILIZED BUSINESS ENTERPRISES**

Board acknowledges that the City, as a matter of public policy and to the extent allowed under applicable law, encourages participation of minority-owned, women owned and disadvantaged business enterprises to the maximum extent possible and seeks to provide opportunities for and to actively include Historically Underutilized Business Enterprises (HUBE's) which includes architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of the City's business, economic and community revitalization programs. Board agrees to reasonably comply with this policy, and to include and retain those firms, contractors and consultants as sub-contractors or participants in other capacities to assist Board to complete its obligations pursuant to this Agreement.

11. **IMMIGRATION ACT COMPLIANCE**

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

12. **RECORDS**

The parties will retain all records pertaining to this Agreement for three (3) years after the City makes its payment and all other pending matters are closed.

13. **ASSIGNMENT**

No assignment of this Agreement or delegation of any duty or obligation of performance shall be made in whole or in part by the City without the prior written consent of the Board.



14. CONFLICTS

To the best of the parties' knowledge, nepotism does not exist between the parties nor are the parties receiving pecuniary benefits other than those identified in this Agreement, and no conflict of interest exists between the parties.

15. GOVERNING LAW

The validity and enforceability of this Agreement and the rights and duties of the parties to this Agreement shall be governed by the laws of the State of Alabama.

16. ADDITIONAL DOCUMENTS

Additional documents forming a part of the Agreement and this Addendum and incorporated herein are listed below (if none, state NONE):

Exhibit A: Resolution of the Board of Health      Exhibit B: Ordinance of General or Permanent Operation

**JEFFERSON COUNTY BOARD OF HEALTH**

**CITY OF BIRMINGHAM**

By: \_\_\_\_\_  
Mark E. Wilson, M.D., Health Officer

By: \_\_\_\_\_  
Randall L. Minor, Mayor

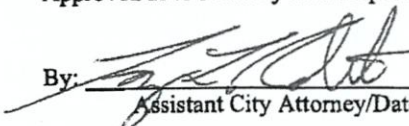
Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Lee Frazier, Clerk

Approved as to Form by Law Department:

By:  16 April 2021  
Assistant City Attorney/Date





5 Brown Circle  
Alabaster, Alabama 35007

p (205) 663.6673  
f (205) 663.1507

January 24, 2022

Offender Alumni Association  
Birmingham, Alabama 35205

We are pleased to confirm our understanding of the services we are to provide for Offender Alumni Association, for the year ended April 30, 2022.

We will audit the financial statements of Offender Alumni Association, which comprise the statement of financial position as of April 30, 2022, the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

#### **Audit Objective**

The objective of our audit is the expression of an opinion about whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our audit of Offender Alumni Association's financial statements. Our report will be addressed to Board of Directors of Offender Alumni Association. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add an emphasis-of-matter or other-matter paragraph. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from this engagement.

#### **Audit Procedures**

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from the Organization's attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Organization or to acts by management or employees acting on behalf of the Organization.

*Members: American Institute of CPAs; Alabama Society of CPAs*



Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our audit will include obtaining an understanding of the Organization and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to you and those charged with governance internal control related matters that are required to be communicated under professional standards.

### **Other Services**

We will prepare the Organization's federal information returns for the year ended April 30, 2022. We will also prepare the financial statements of the Organization in conformity with U.S. generally accepted accounting principles based on information provided by you.

We will perform the services in accordance with applicable professional standards, including the Statements on Standards for Tax Services issued by the American Institute of Certified Public Accountants. The other services are limited to the financial statement and tax services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities. We will advise management with regard to tax positions taken in the preparation of the tax return, but management must make all decisions with regard to those matters.

### **Management Responsibilities**

You are responsible for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles. You are also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the organization from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Organization involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Organization received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring the Organization complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree



to include the audited financial statements with any presentation of the supplementary information that includes our report thereon.

You agree to assume all management responsibilities for the tax services, financial statement preparation services, and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

**Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

Denise Graham is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit on approximately May 31, 2022, and to complete your information returns and issue our report no later than June 30, 2022.

We estimate that our fees for the audit and the preparation of the information returns will be \$6,700. You will also be billed for travel and other out-of-pocket costs such as report production, word processing, postage, etc. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

*Graham & Associates, CPAs*

RESPONSE:

This letter correctly sets forth the understanding of Offender Alumni Association:

Management signature: *D Daniels*

Title: Executive Director

Date: 2/11/2022

1



# Exhibit E

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## OAA's FY20 Profit/Loss Statement

# Management Report

OFFENDER Alumni Association  
For the period ended April 30, 2021



Prepared on  
**March 9, 2022**

For management use only

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## Table of Contents

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Profit and Loss .....	3
Balance Sheet.....	5



# Profit and Loss

May 2020 - April 2021

	Total
<b>INCOME</b>	
4000 Donations	42,364.56
4100 Grants	275,081.62
4900 Miscleanous Income	
4900-01 CC Awards	108.90
<b>Total 4900 Miscleanous Income</b>	<b>108.90</b>
Sales of Product Income	42.00
<b>Total Income</b>	<b>317,597.08</b>
<b>COST OF GOODS SOLD</b>	
Cost of Goods Sold	40.14
<b>Total Cost of Goods Sold</b>	<b>40.14</b>
<b>GROSS PROFIT</b>	<b>317,556.94</b>
<b>EXPENSES</b>	
6200 Contractors	201,868.48
7000 Professional Fees	
7000-01 Legal & Professional Services	29.95
Conferences and Seminars	470.00
<b>Total 7000-01 Legal &amp; Professional Services</b>	<b>499.95</b>
7000-02 Advertising & Marketing	371.77
<b>Total 7000 Professional Fees</b>	<b>871.72</b>
7010 Office Supplies & Software	7,024.33
7015 Postage	33.15
7020 Rent & Lease	7,675.00
7025 Utilities	4,411.86
Phone/Cell	5,115.06
<b>Total 7025 Utilities</b>	<b>9,526.92</b>
7030 Repairs & Maintenance	836.00
7035 Car & Truck	168.41
Gas/Gas Cards	143.02
<b>Total 7035 Car &amp; Truck</b>	<b>311.43</b>
7045 Membership Fee	300.00
7050 Insurance	4,260.29
7100 Program Supplies	37,843.48
7101 Programming	3,186.66
7300 Travel	2,095.79
7300-02 Travel - Gas	2,559.73
7300-03 Travel - Lodging	7,362.07
7300-04 Travel - Meals	1,778.08
7300-05 Travel - Mileage	371.20
7300-06 Travel - Parking	2.00
<b>Total 7300 Travel</b>	<b>14,168.87</b>
7400 Individual Assistance	195.80

	<b>Total</b>
7900 Bank Charges & Fees	339.50
7910 Interest Expense	91.43
7990 Miscellaneous Expense	258.45
Other Business Expenses	555.66
QuickBooks Payments Fees	145.25
Taxes & Licenses	2,756.97
<b>Total Expenses</b>	<b>292,249.39</b>
<hr/>	
NET OPERATING INCOME	<b>25,307.55</b>
NET INCOME	<b>\$25,307.55</b>
<hr/> <hr/>	

# Balance Sheet

As of April 30, 2021

	Total
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Bank Accounts</b>	
1000 Cash & Checking	
1000-01 Wells Fargo AL	9,635.65
1000-02 Regions GA 7850	42,853.55
<b>Total 1000 Cash &amp; Checking</b>	<b>52,489.20</b>
<b>Total Bank Accounts</b>	<b>52,489.20</b>
<b>Accounts Receivable</b>	
1110 Accounts Receivable (A/R)	14,286.00
<b>Total Accounts Receivable</b>	<b>14,286.00</b>
<b>Total Current Assets</b>	<b>66,775.20</b>
<b>TOTAL ASSETS</b>	<b>\$66,775.20</b>
<b>LIABILITIES AND EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Credit Cards</b>	
2200 Credit Cards	
2200-01 American Express Alabama OAA 82005	268.28
2200-02 Chase Georgia OAA 1181	-71.32
<b>Total 2200 Credit Cards</b>	<b>196.96</b>
<b>Total Credit Cards</b>	<b>196.96</b>
<b>Total Current Liabilities</b>	<b>196.96</b>
<b>Total Liabilities</b>	<b>196.96</b>
<b>Equity</b>	
Retained Earnings	41,270.69
Net Income	25,307.55
<b>Total Equity</b>	<b>66,578.24</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$66,775.20</b>



# Exhibit F

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## Letters of Support/References



*uniting central alabama to end homelessness*

February 25, 2022

Ms. Deborah Daniels, Executive Director  
Offender Alumni Association  
Via email [ddaniels@offenderalumni.org](mailto:ddaniels@offenderalumni.org)

Ms. Daniels,

It is the mission of One Roof to equip and empower our community to prevent and end homelessness through advocacy, education, and coordination of services. One Roof serves as the US Department of Housing and Urban Development's (HUD) designated Homeless Continuum of Care (CoC) for Jefferson, St. Clair, and Shelby Counties, and is a membership organization with 45+ active agencies, businesses and individuals all dedicated to preventing and ending homelessness as we know it today. One Roof is pleased that Offender Alumni Association (OOA) is a participating member agency of the Continuum of Care, and is also pleased to provide this letter of support for your application for the Hospital Violence Intervention Program (HVIP) grant.

In 2019 One Roof lost a member of our Youth Action Committee to gun violence. "Rico" was hospitalized for weeks as a victim of street violence; was patched up and released with no more resources for conflict resolution or violence prevention than when he entered. Less than six months later he was dead from a gunshot wound to his head. The targeted assistance proposed by the HVIP would mean that other young fathers would have the opportunity to build a life....a life free from the cycle of gun violence, retaliation, imprisonment and then death...a life Rico never had.

OAA has established itself as a respected and important part of the reentry community and has the knowledge, experience, leadership and drive necessary to provide the targeted case management needed to be successful with HVIP. OAA is black led and works extensively in the communities most affected by gun violence. One Roof is confident that with the resources provided by HVIP, OAA can help Jefferson County meet the overall goal of reducing gun violence and retaliatory violence. OAA can promote individual and community healing from gun-related trauma and give those affected by violence the tools, supports, and community connections to leave violence behind and lead healthy, productive lives. One Roof is looking forward to continued partnership with Offender Alumni Association and the benefits its program brings to the Continuum of Care.

If you have any further questions, or simply wish to discuss our support for OAA in more detail, please do not hesitate to contact me at 205.254.8833 x 114 or [michelle@oneroofonline.org](mailto:michelle@oneroofonline.org).

Sincerely,

  
Michelle Farley  
Executive Director, One Roof





Nicole Standridge  
Community Foundation of Greater Birmingham  
2100 1st Ave N #700  
Birmingham, AL 35203

Please accept this letter of support for the Offender Alumni Association's (OAA) application for the Hospital-Linked Violence Intervention Program. As outlined below, the OAA as the community connections, background, skills, and administrative capability to effectively conduct this intervention. They can apply their highly successful program of successful completion of parole and other criminal justice requirements of mandates to participants in the HVIP.

OAA has a proven record of assisting returning offenders, and more recently youth who may become justice involved, in developing life-skills and behaviors that reduce violence and involvement in criminal activity. Their method of wraparound support, peer mentoring, and use of credible messengers has proven effective in reducing recidivism and improving the lives of returning offenders in both Alabama and in Atlanta, Georgia. Their youth program is also proving effective at reducing the risk of youth becoming involved in the justice system. OAA's current programs are culturally based through peer mentor credible messengers, and OAA has experience in methods appropriate for addressing Post-Traumatic Stress Disorder, anger management, general mental health, substance abuse, and stress management. OAA is also experienced in assisting clients in obtaining a GED or other educational goals, and they have a focus on ensuring all clients are able to obtain employment that can sustain them in housing, transportation, adequate and nutritious food, and other daily needs.

The experience of OAA and its credible messenger/peer mentors forms the basis of trauma-informed care effective for behavior change of youth to adults. This trauma-informed care can easily be transitioned from those who have experienced trauma as children, while incarcerated, in the vicissitudes of reentry to apply to those who have experienced adverse childhood experiences and violence (both personally and in their families and communities). OAA also has a proven record of effective case management of participants in their programs that includes providing and obtaining services (driver's license/ID, employment, housing) and addressing the mental and physical wellness of clients based on their individual circumstances and assessed needs. These services would apply in this case to provision of transportation to services and appointments and access to health services for wounds and other trauma. OAA's services include experience in addressing the safety of clients, including the potential for relocation to ensure safety or address unhealthy relationships and connections. Their peer coaching methods have an established record of addressing expected bitterness with the criminal justice system and any potential for retaliation against those clients feel have wronged them.

**COLLEGE OF ARTS AND SCIENCES**  
Department of Criminal Justice



**UAB**  
THE UNIVERSITY OF  
ALABAMA AT BIRMINGHAM

OAA is well connected to the organizations and individuals who will be central to carrying out this intervention. They have established relationships with the US Attorney of the Northern District of Alabama and with law enforcement agencies in the state. They also have established relationships with JCDH, and have worked closely with public health organization and UAB on programs to increase COVID vaccination among returning offenders. They are unmatched in their connection with their clients (returning offenders) and their families, and essentially build a family of those who have gone through their programs.

Through their contacts with UAB and with the support of their research partner and evaluator (Dr. Stacy Moak), they will have seamless integration with UAB University Hospital's Trauma and Acute Care Surgery Service. This will facilitate obtaining consent and enrolling participants in the intervention and providing unbroken transition from hospital treatment to the intervention program. This also places OAA in a position to utilize validated instruments and benefit from the research and practice of multiple faculty at UAB University Hospital and other departments and centers at UAB.

I have no reservations whatsoever that OAA can be a successful partner in the HVIP and can successfully execute an effective intervention that can reduce violence among participants. If I can provide any other information or can be of help in this matter, feel free to contact me at [jeffw@uab.edu](mailto:jeffw@uab.edu).

Sincerely,



Jeffery T. Walker, PhD  
Professor and Chair  
Department of Criminal Justice

**COLLEGE OF ARTS AND SCIENCES**  
Department of Criminal Justice



## U.S. Department of Justice

*Prim F. Escalona*  
*United States Attorney - Northern District of Alabama*

1801 Fourth Avenue North  
Birmingham, AL 35203-2101  
[www.usdoj.gov/usao/aln](http://www.usdoj.gov/usao/aln)

(205) 244-2001  
FAX (205) 244-2171

March 2, 2022

Ms. Deborah Daniels  
Executive Director  
Offender Alumni Association  
1000 24<sup>th</sup> Street South  
Birmingham, AL 35205

Dear Ms. Daniels:

The United States Attorney's Office for the Northern District of Alabama fully supports your application for the Hospital-linked Violence Intervention Program. The Offender Alumni Association (OAA) is one of the strongest partners that the Department of Justice has in Alabama to meaningfully improve public safety by engaging with and shepherding at-risk populations and improving reentry outcomes for people returning to our communities. The accomplishment of your goals would improve public safety and enhance protections for victims. If your application is successful, the United States Attorney's Office eagerly looks forward to supporting the Hospital-linked Violence Intervention Program in every way to effectuate its mission.

Violent crime in Jefferson County, and its major municipalities of Birmingham and Bessemer, has steadily increased in recent years. For the period of 2018 – 2021, homicides increased annually in Jefferson County, from 158, to 171, to 183, to 233, respectively. Since 2010, there has been a 363% increase in homicides for Jefferson County, as well as a 57% increase in rape, 29% increase in robbery, and 293% increase in assaults. Homicide rates in Birmingham for 2021 were at their highest levels in 25 years, and per capita three times the national average. Had Birmingham reported violent crime data to the FBI's Uniform Crime Report in 2020, Birmingham would have ranked second in the nation (only behind St. Louis, Missouri) on the FBI's UCR, with a rate of 58 homicides per 100,000 people. Shotspotter data for 2020 showed a 43% increase in gunshots fired within Birmingham as compared to 2019 (53,137 to 75,929). Between 2017 – 2021, 589 homicides occurred in Birmingham, with nearly 90 percent involving a firearm. UAB Hospital now serves more than 1,000 victims of gun violence each year. Because victims of interpersonal violence are at elevated risk for re-injury and violence perpetration, reaching them during these pivotal moments is key towards preventing future harm.

The Offender Alumni Association has shown a profound and sincere commitment to work with federal, state, and local partners to prevent crime wherever it is found, and to improve the hope and opportunities of those most likely to become involved in the justice system. Since its creation, OAA has been an innovative pioneer of peer-mentoring services in Alabama. OAA has supported federal reentry efforts by providing peer mentoring services to participants in the Northern District of Alabama's federal reentry court, as well at-risk youth and other adults returning to our community following incarceration. The United States Attorney's Office and its Project Safe Neighborhoods (PSN) partners have supported the work of OAA by providing PSN grant resources and contracts for the furtherance of its impactful work to improve the lives and opportunity of recently released people, to intervene with and mentor at-risk youth, and to enhance the safety of communities in Alabama.

The application of the Offender Alumni Association complements active violence prevention and victim assistance activities of my office. I greatly appreciate your continued leadership to break the cycle of victimization and violence in Jefferson County. I fully support the purpose of your application for the Hospital-linked Violence Intervention Program, and my office will be an enthusiastic partner towards effectuating the project's goals.

Sincerely,

A handwritten signature in cursive script that reads "Prim F. Escalona".

Prim F. Escalona



# OFFICE OF THE DISTRICT ATTORNEY



Danny Carr  
District Attorney  
Tenth Judicial Circuit

TELEPHONE  
(205) 325-5252

FAX  
(205) 325-5266

801 RICHARD ARRINGTON, JR. BLVD, N.  
BIRMINGHAM, ALABAMA 35203-2320

March 3, 2022

To Whom it May Concern:

The Jefferson County District Attorney's Office (Birmingham Division) is pleased to provide this letter of support for Offender Alumni Association (OAA) application for the Hospital Violence Intervention Program (HVIP) grant. OAA has established relationships with local businesses and community centers, to provide opportunities for success, family strengthening and mentorship for the families and youth of Jefferson County. One of our many challenges in violence prevention and intervention is sustainable programming, support and opportunities to address the myriad of barriers these communities face.

This grant presents a tremendous opportunity to provide case management and wrap around services for eligible and consenting gun violence survivors from UAB Hospital's Trauma and Acute Care Surgery Service. This program will allow OAA to meet the overall goal of the City of Birmingham of reducing the risk of client re-injury through gun violence or commission of a retaliatory act of violence and to promote individual and community healing from trauma to help those affected by violence lead healthy, productive lives.

We are proud to add our name to the list of organizations supporting OAA. We wholeheartedly endorse their mission, vision, and board of directors for the incredible work that they have been doing and will continue to do—even when COVID-19 made in-person programming more difficult, OAA has adapted to the online environment and expanded its reach even farther. We are proud to work with the organization and know that you will be also.

If you have any further questions, or simply wish to discuss our support for OAA in more detail, please do not hesitate to contact our office.

Sincerely,

  
Danny Carr  
District Attorney



# Exhibit G

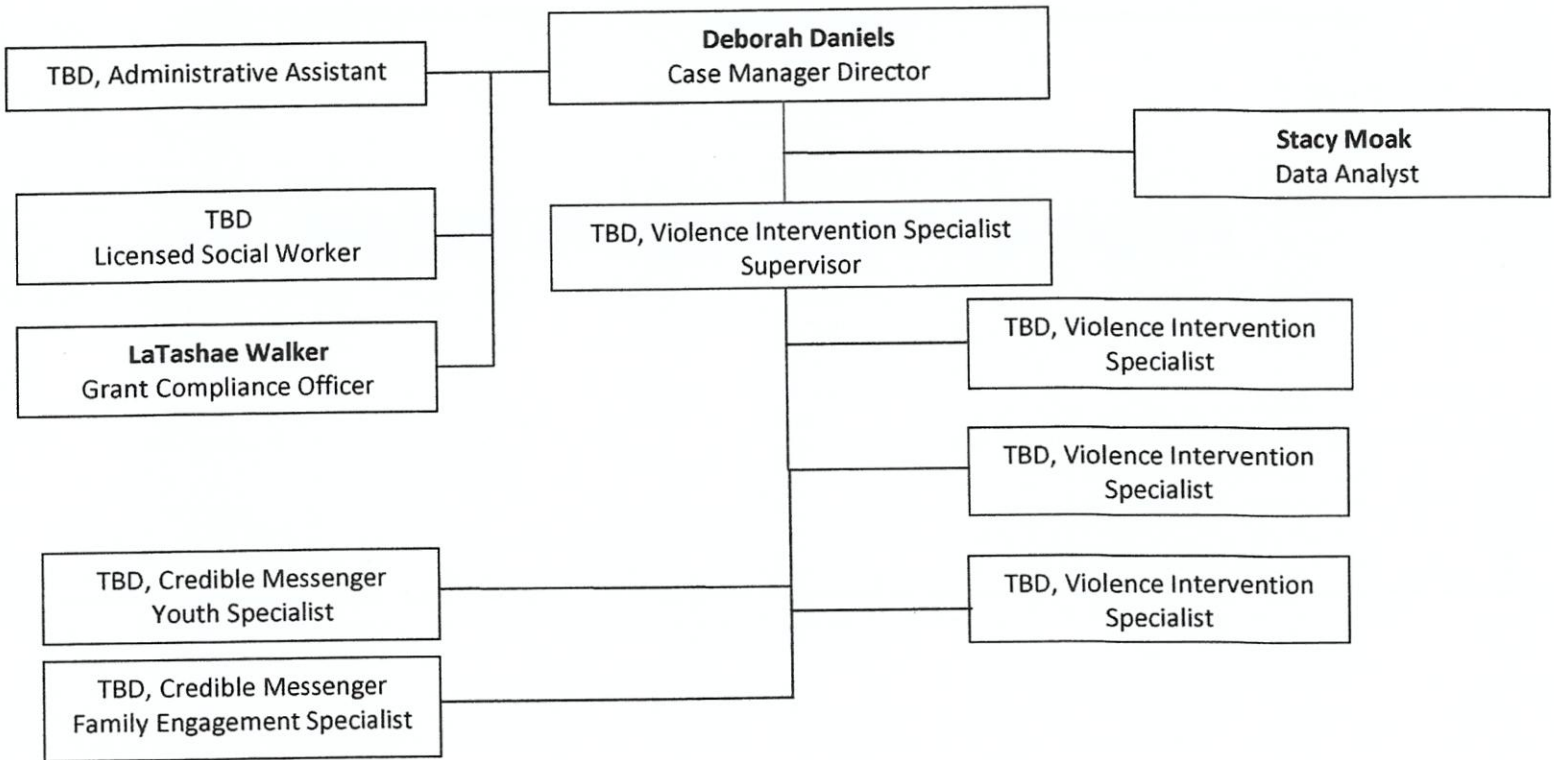


## Proposed HVIP Organizational Chart

Hospital-Linked Violence Intervention Program  
Jefferson County, Alabama

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**Organizational Chart**



\*\*\*TBD – To be determined upon receipt of award\*\*\*

1

# Exhibit H

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## Proposed HVIP Program Budget



**Jefferson County, Alabama - Hospital  
Violence Intervention Program (HVIP)**

**Proposed Budget**

Violence Intervention Supervisor  
Violence Intervention Specialist  
Violence Intervention Specialist  
Violence Intervention Specialist  
Licensed Social Worker/Social Services Specialist  
Data Analyst  
OAA Grant Compliance Officer  
OAA Executive Director  
Administrative Assistant  
Credible Messenger Youth Specialist  
Credible Messenger Family Engagement Specialist

**Fringe Benefits**

Client Transportation

Client/Participant Support

Healing Community Division

Office Space Rental & Utilities

Client Identification

Special Events

Client Incentives

Curriculum

Training and Staff development

Staff Meetings

Marketing/Printing

Staff Mileage

Impact Family Counseling

2nd Chance Life Savers

Mental Health Provider

Computers

Software

Phones & portable hotspots

General Office

Van Overhead

OAA Administrative Cost

**Item Type**

**Quantity**

**Unit Cost**

**1 Year/Pilot**

**Staff**

TBD	1	\$62,000	\$62,000
TBD	1	\$41,600	\$41,600
TBD	1	\$41,600	\$41,600
TBD	1	\$41,600	\$41,600
TBD	1	\$52,000	\$52,000
Stacy Moak	0.5	\$52,000	\$26,000
LaTashae Walker	0.5	\$52,000	\$26,000
Deborah Daniels	0.5	\$65,000	\$32,500
TBD	2080	\$18	\$37,440
Case Manager/Facilitator - TBD	2080	\$21	\$43,680
Case Manager/Facilitator- TBD	2080	\$21	\$43,680

**Fringe Benefit**

Medical, retirement	0.25	\$448,100	\$112,025
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**Program & Services**

Lyft, gas cards, and public transportation	12	\$1,400	\$16,800
Client fund to assist with car repairs, utilities, rent, medical, emergency lodging, etc.	50	\$500	\$25,000
Community engagement events: peace walks, townhalls, block parties, focus groups, job fairs, back-to-school events, etc.	12	\$3,000	\$36,000
Office work space	12	\$2,500	\$30,000
Driver License Reinstatement, State ID, Birth Certificates, etc.	48	\$250	\$12,000
Family Strengthening Engagement	6	\$4,500	\$27,000
Participation Incentives	50	\$1,500	\$75,000
Forward Thinking/EGRESS	50	\$100	\$5,000

HAVI Conference/Training and additional trainings: leadership, team, de-

escalation, conflict resolution, gang intervention, etc

Weekly client/program meetings

Media, promotional items, T-shirts, brochures, posters, banners,

portables folding tables, whiteboards, business cards

Hospital, client rides, in house check ups, etc. (8 staff x 12 months)

**Subcontractors**

Counseling & Job Readiness	75	\$1,150	\$86,250
Conflict Resolution, Problem Solving, Critical Think Workshops	48	\$450	\$21,600
TBD (MOU will be signed and submitted)	1	\$79,000	\$79,000

**Equipment**

Laptops w/Microsoft & Virus Protection	7	\$1,500	\$10,500
Zoom, QuickBooks, adobe, etc	12	\$700	\$8,400
7 Cellular phones	84	\$150	\$12,600
Printer, ink/toner, paper, pens, etc.	12	\$600	\$7,200
Maintenance, tag, insurance, fuel	12	\$1,000	\$12,000

**Subcontractors**

2.5% of budget \$1,122,475

**TOTAL EXPENDITURES**

\$28,061

**\$1,150,536**

# Exhibit I



MOUs HVIP Subcontractors/Social Services

# Memorandum of Understanding

## 2<sup>nd</sup> Chance Lifesavers & Offender Alumni Association

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• **Description and Scope of Work to be Performed:**

2<sup>nd</sup> Chance Lifesavers-Carmone Owens, Executive Director will provide OAA-Hospital Violence Intervention Program (HVIP) program participants and their families an opportunity to change and redirect their lives on a meaningful path by providing life skills workshops on problem solving, critical thinking and conflict resolution. The goal is to help each participant and family member of the program find an alternative life path that they can believe in and achieve by:

1. Weekly meetings with formerly justice-involved mentors who can authentically challenge them by sharing their experience, why they changed their path, and by sharing the struggles and frustrations along the way.

2. Using scientifically tested, evidence-based development programs as part of the weekly supportive sessions. Here 2<sup>nd</sup> Chance Lifesavers will introduce the participants and family members to the facilitators of color who can relate to and will share about their career paths and mental health care to address the trauma that inner city has cause in the lives of those that lived in those communities.

2<sup>nd</sup> Chance Lifesavers will provide OAA-HVIP the following services:

- Facilitation of a support virtual and in person workshops within the community for participants involved in HVIP for a **12-month period, totaling 48 weeks (out of 52 weeks in consideration of holiday schedule)**.
- **2-hour workshops** for program participants and family members on a weekly basis to establish a level of continuity for life skills development and the reduction of violence and/or retaliation.

• **Compensation for Services:**

- **Intervention** – 2<sup>nd</sup> Chance Life Savers will deliver weekly workshop facilitation for 40-50 individuals involved in HVIP over a 12 month period, for a total of 48 weeks (out of 52 weeks in consideration of holiday schedule). Cost of workshops and material (**\$400.00 per workshop x 48 weeks = \$19,200**)
- **Gas Allowance** - **\$50 per workshop = \$2,400**

**Total cost = \$21,600.00**

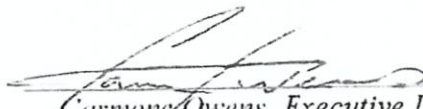
**Termination.**

This Agreement may be terminated by either party, with or without cause, upon written or verbal notice to the other. Upon termination of this Agreement for any reason, Contractor shall be entitled to receive such compensation and reimbursement, if any, accrued under the terms of this Agreement, but unpaid, as of the date of termination.

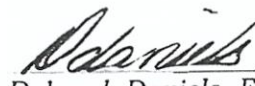
**Modification.**

Written notice must be rendered to initiate a modification to this Agreement. All proposed modifications must be mutually agreed upon and a contract addendum will be drawn within 14 days.

APPROVAL / AUTHORIZATION

  
Carmone Owens, Executive Director  
2<sup>nd</sup> Chance Lifesavers

3/4/2022  
Date

  
Deborah Daniels, Executive Director  
Offender Alumni Association  
Offender Alumni Association

3/4/2022  
Date



## MEMORANDUM OF UNDERSTANDING

IMPACT Family Counseling (IFC) and Offender Alumni Association (OAA) enter into this agreement to provide parenting, counseling and job readiness instruction to eligible participants in the OAA Hospital Linked Violence Intervention Program.

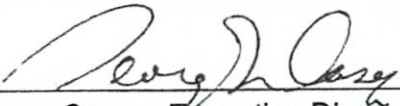
### ***IMPACT Family Counseling agrees to:***

- Provide six counseling session for up to 35 program participants and their families
- Provide a case manager to provide evidence-based curriculum in Parenting, Healthy Relationships, Anger Control Training, and Job Readiness to eligible participants.
- Provide case management, job coaching services, career planning and assist participants with job readiness skills and resources to gain employment.
- Be available for weekly staffing for participant updates.
- Provide monthly updates via case notes held in file at IFC and input notes into HMIS data system.
- Provide any needed paperwork for documentation or reporting purposes.

### ***Offender Alumni Association agrees to:***

- Provide IMPACT Family Counseling with HVIP participants and family referral for services.
- Provide IMPACT Family Counseling with a referral for services of any parents of minor children who could benefit from our program services.
- Provide incentives to participants for goals met and milestones achieved.
- Provide any needed paperwork for documentation or reporting purposes.

This agreement will be in effect for one year unless terminated at any time by either party.

  
\_\_\_\_\_  
George Casey, Executive Director  
IMPACT Family Counseling

3-3-2022  
Date

  
\_\_\_\_\_  
Deborah Daniels, Executive Director  
Offender Alumni Association

3/3/2022  
Date

STATE OF ALABAMA )  
JEFFERSON COUNTY )

**BIRMINGHAM-JEFFERSON COUNTY TRANSIT AUTHORITY  
PUBLIC TRANSPORTATION SERVICES AGREEMENT**

THIS PUBLIC TRANSPORTATION SERVICES AGREEMENT (“Agreement”) is made and entered into on this the \_\_\_ day of July, 2023 (the “Effective Date”), by and between the **BIRMINGHAM-JEFFERSON COUNTY TRANSIT AUTHORITY**, a public corporation organized under the laws of the state of Alabama (hereinafter referred to as “BJCTA”) and the **CITY OF BIRMINGHAM, ALABAMA**, an Alabama municipal corporation (hereinafter referred to as “City”).

**WITNESSETH:**

WHEREAS, BJCTA was established by Alabama Legislative Act No. 1971-993 to provide public mass transportation services to municipalities throughout Jefferson County, Alabama, which Act was repealed and replaced by Act No. 2013-380 of the Alabama Legislature (as amended, the “Act”) to expand and improve public transportation services; and

WHEREAS, a public mass transit system accommodates the transportation needs of a growing metropolitan area and has an economic impact on the quality of life for all citizens, whether they use public transportation or not; and

WHEREAS, BJCTA has the expertise and personnel to provide public transportation services to include fixed route and demand response (paratransit) services and bus rapid transit (BRT) services within the City limits (collectively, the “Public Transportation Services”); and

WHEREAS, the City elects and requests that BJCTA continues to provide Public Transportation Services as part of a transit system (the “Transit System”) in accordance with the Act; and

WHEREAS, BJCTA desires to provide such Public Transportation Services to the City.

NOW, THEREFORE, in consideration of the premises, the mutual promises and covenants of the parties contained herein and other good and valuable consideration, the parties hereto agree as follows:

**SECTION 1  
Services**

**1.1 Services Generally.** BJCTA agrees to provide administrative services, equipment, personnel and management necessary to provide the Public Transportation Services. BJCTA shall operate the Transit System in accord with the routes and scheduled days and hours of operation that are being operated in the City as of the Effective Date and for such other occasional services as from time to time may be agreed upon by the City and BJCTA. Any change in rates, fees, and charges shall take effect only if approved by the City.



**1.2 Collection of Fees.** BJCTA shall collect fees and charges for any Public Transportation Services rendered by it pursuant to this Agreement for the Transit System only at the rates which have been approved by the City.

**1.3 Operation Changes.** If, at any time, BJCTA desires to make changes in its operations, safety, or service of the Transit System that may adversely affect Public Transportation Services in the City, BJCTA shall notify the City by giving sixty (60) days' written notice detailing such changes. The Mayor or his/her designee shall approve such changes in writing prior to implementing such changes, with any such approval not to be unreasonably withheld.

**1.4 BJCTA's Obligations.** In addition to providing Public Transportation Services within the City, BJCTA shall be responsible for the following:

- a. Maintain its buses in a safe, clean manner, and in good mechanical condition;
- b. Furnish qualified drivers or operators properly trained and licensed to perform in a professional manner in accordance with the schedule of use and operation as approved by the City;
- c. Operate buses in a safe, reliable, convenient, cost-effective manner for the benefit of the City's ridership;
- d. Provide scheduling information to the City and to the public;
- e. Be responsible for posting and placing all bus stop signage for designated routes;
- f. Ensure buses and facilities are in compliance with Americans with Disabilities Act standards;
- g. Provide the City not less than thirty (30) days' notice of any changes in routes and/or Public Transportation Services that will affect ridership in the City.

## SECTION TWO

### Term

**2.1 Term.** The term of this Agreement (the "Term") shall commence as of July 1, 2023, and shall terminate on June 30, 2024, unless sooner terminated as provided herein.

**2.2 Time is of the Essence.** The parties recognize that time is of the essence in the performance of the Public Transportation Services under this Agreement.

## SECTION THREE

### Compensation

**3.1 Compensation.** The total compensation the City shall pay BJCTA for all Public Transportation Services under this Agreement (the "Compensation") shall not exceed the sum of Fourteen Million and No/100 Dollars (\$14,000,000.00), which Compensation is comprised of Eleven Million and No/100 Dollars (\$11,000,000.00) for fixed route and paratransit services and Three Million and No/100 Dollars (\$3,000,000.00) for BRT services. The Compensation shall be payable in four (4) quarterly installments of Three Million Five Hundred Thousand and No/100 (\$3,500,000.00) each, with the initial



payment to be due within seven (7) days following the Effective Date (the “Initial Payment”), and the subsequent payments to be due on October 1, 2023, January 1, 2024, and April 1 2024.

The total Compensation shall include all expenses including, but not limited to, services, printing, copying, binding, postage, express mail, courier service, and reports. The parties agree that this sum represents the City’s share of the costs of operating, maintaining, repairing, replacing, extending and improving the Transit System during the Term. BJCTA shall provide not less than 62,000 total service hours of Public Transportation Services to the City.

**3.2 Requests for Payment.** With respect all payments other than the Initial Payment, BJCTA shall submit a written request for payment to the City at least fourteen (14) days prior to the date on which the payment is due. BJCTA’s request for the Initial Payment shall be due on the Effective Date. Each request for payment shall outline in reasonable detail the Public Transportation Services performed during the previous calendar quarter. Such request for payment shall be submitted to City of Birmingham, Director of Finance, 710 20<sup>th</sup> Street North, Birmingham, Alabama 35203. It is expressly understood and agreed that all Public Transportation Services provided by BJCTA shall be subject to review by the City at the City’s discretion. Payment by the City shall not be deemed to mean that the City is satisfied with BJCTA’s Services and shall not constitute a waiver of the City’s right to require correction of any service deficiencies.

**3.3 Reports.** BJCTA shall provide reports to the Transportation Committee of the Birmingham City Council as may be reasonably requested. BJCTA shall provide to the City a “Transportation Ridership Report” of BJCTA passenger ridership in the City and surrounding service areas for each preceding month commencing August 20, 2023, and shall continue on the 20th day of each month thereafter. Ridership shall be counted based on boardings. Such Transportation Ridership Report shall include, but shall not be limited to, the number of buses operating each day in the City, on-time performance, BJCTA’s goals and efforts to increase ridership, the monthly ridership by route, average weekday boardings, average Saturday boarding, a copy of all customer written complaints, a summary of customer oral complaints, including the number of oral complaints per month, a copy of all reports provided to the Transportation Committee, and a copy of all reports provided to any and all state and federal transportation agencies and boards.

**3.4 Failure to Submit Reports.** If BJCTA fails to submit a monthly Transportation Ridership Report to the City, the City’s obligation to pay the Compensation shall be suspended until such time as BJCTA furnishes such Transportation Ridership Report. If any Transportation Ridership Report is more than two (2) months past due, the City may, upon written notice to BJCTA, terminate this Agreement, such termination to be effective ten (10) days after the City provides such written notice. However, the City’s failure to terminate this Agreement with respect to any delinquent Transportation Ridership Report shall not in any way be construed as or constitute a waiver by the City of BJCTA’s obligation to furnish the monthly Transportation Ridership Reports to the City.



## **SECTION FOUR**

### **Accounting and Audit**

**4.1 Audit.** BJCTA agrees to furnish (at no cost to the City) to the Director of Finance of the City and the Internal Audit Division of the Mayor's Office (the "Internal Audit Division") any and all information which may be requested regarding the use and expenditure of funds paid by the City to BJCTA and to allow audits by the Internal Audit Division and the Director of Finance of the City (or his/her designee) of such funds. BJCTA shall, at the request of the City, provide in the offices of BJCTA all books and records, accounts, statements and other documents as needed by the City to enable it to conduct a financial and/or operational review or audit of BJCTA's operations and/or finances. If BJCTA refuses to honor the City's written request within ten (10) days, the City may terminate this Agreement by giving ten (10) days' written notice to BJCTA. All reports, evaluations, financial data and audits required of BJCTA shall be provided to the Mayor or his/her designee. The Internal Audit Division shall have the right to monitor this Agreement for compliance through its duration and to audit this Agreement for three (3) years after the expiration or earlier termination thereof.

**4.2 Accounting.** BJCTA agrees that it will institute and maintain accounting procedures adequate to document the uses of all funds paid by the City to BJCTA and will allow such audit as the City may desire. Receipts and disbursements of City funds shall be maintained by BJCTA with reasonable financial records supporting such amounts.

## **SECTION FIVE**

### **Indemnification and Insurance**

**5.1 Indemnification.** BJCTA agrees to forever release and discharge, save and hold harmless and indemnify the City, and each elected and appointed official, director, officer, employee and agent thereof (collectively, the "Indemnified Parties"), from and against any and all claims and liabilities of any character or nature whatsoever, regardless of by whom asserted or imposed, and losses of every conceivable kind, character and nature whatsoever (collectively, "Claims and Losses") claimed by or on behalf of any person, firm, corporation or governmental authority, arising out of, resulting from, or in any way connected with this Agreement, the Transit System or the Public Transportation Services claimed against the Indemnified Parties, or any of them, whose actions are not otherwise unlawful, excluding however such Claims and Losses attributable to the willful misconduct of the Indemnified Parties.

**5.2 Insurance.** BJCTA shall maintain insurance as will protect the City from claims for bodily injury, or death, or property damage which may arise from the negligent performance by its employees in the functions and Public Transportation Services required under this Agreement. Such insurance shall include, at a minimum, Worker's Compensation or Employer's Liability coverage, Comprehensive General Liability and Business Automobile General Liability insurance or proof of self-insurance in the following amounts:

- a. Worker's Compensation: Alabama statutory limits.
- b. Comprehensive General Liability: Federal statutory limits as set by the Federal Transportation Authority, on an occurrence basis with limits no less than \$1,000,000.00 combined single limit per occurrence and \$3,000,000.00 aggregate for personal injury, bodily injury and property damage.



- c. Business Automobile General Liability: Federal statutory limits as set by the Federal Transportation Authority on an occurrence basis with limits no less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 aggregate for personal injury, bodily injury and property damage.

**5.3 Notice of Cancellation.** All certificates of insurance shall provide thirty (30) days' written notice to the City before a policy(ies) of insurance is canceled, materially changed, or not renewed. A certificate of insurance evidencing the above minimum requirements must be provided to the City prior to any payment of any Compensation.

## **SECTION SIX Termination**

**6.1 Termination of Funding.** BJCTA acknowledges and agrees that funding under this Agreement is provided solely from the General Fund of the City. If, at any time during the City's fiscal year, actual revenues of the City decrease below that amount which has been projected by the City to sustain the operating budget of the City, this Agreement may be terminated by the City giving ten (10) days' written notice to BJCTA and, thereafter, the City will have no obligation for continued payments to BJCTA for any amounts attributable to the City's decreased revenues. Such notice of termination shall serve as authorization for BJCTA to cease providing any Public Transportation Services within the City as of the date the Agreement is terminated.

**6.2 Termination for Convenience.** The City, at any time, may terminate this Agreement for any reason or any one of the reasons set forth herein by giving BJCTA thirty (30) days' advance written notice. Upon termination of this Agreement, BJCTA shall cease providing any Public Transportation Services within the City as of the date this Agreement is terminated and refund to the City the prorated amount paid by the City for Public Transportation Services not provided by BJCTA, if any, or, at the City's sole option, allow BJCTA to continue to provide Public Transportation Services until the prorated amount paid by the City is expended.

**6.3 Termination for Default.** Upon the occurrence of a material breach of this Agreement by one party, the other party may provide written notice of such breach specifying the nature of the breach in reasonable detail. Except as provided herein, in the event the breaching party fails to cure the breach within thirty (30) days following the delivery of such notice, the non-breaching party may terminate this Agreement by giving ten (10) days' written notice thereof to the breaching party.

## **SECTION SEVEN Notices**

**7.1 Notices.** All notices that may at any time be required to be given hereunder shall be deemed to have been properly given if sent by registered or certified mail, postage prepaid or by personal delivery, and addressed as follows:

To BJCTA: Charlotte Shaw  
Executive Director



Birmingham-Jefferson County Transit Authority  
1801 Morris Avenue, 2nd Floor  
Birmingham, Alabama 35203

With a copy to: Glenn Dickerson  
Director of Finance  
Birmingham-Jefferson County Transit Authority  
1801 Morris Avenue, 2nd Floor  
Birmingham, Alabama 35203

If to the City: City of Birmingham  
City Clerk's Office  
710 North 20<sup>th</sup> Street, 3rd Floor  
Birmingham, Alabama 35203

With a copy to: City of Birmingham  
Office of the City Attorney  
710 – 20<sup>th</sup> Street North, 6th Floor  
Birmingham, Alabama 35203.

## SECTION EIGHT General Terms

**8.1 Immigration Act Compliance.** BJCTA agrees to comply with all applicable provisions of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Section 31-13-1 et seq., Code of Alabama (1975), as amended (the "Immigration Act"), with respect to its contractors. BJCTA represents and warrants that BJCTA shall not hire, retain or contract with any contractor which BJCTA knows is not in compliance with the Immigration Act. By signing this Agreement, the contracting parties affirm, for the duration the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

**8.2 Historically Under-utilized Business Enterprise Participation.** BJCTA acknowledges and agrees the City of Birmingham, as a matter of public policy, encourages participation of minority- and women-owned and other disadvantaged business enterprises to the maximum extent possible. This policy includes historically under-utilized business enterprises (HUBEs) such as architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of the City's business, economic and community revitalization programs.

**8.3 Compliance with Laws.** BJCTA warrants that it will comply with all laws, ordinances and regulations applicable to its activities and agrees that such compliance is an essential condition of this Agreement. BJCTA shall comply, and shall cause its officers, agents, employees and contractors to

comply, with all applicable federal, state and local statutes, regulations, rules, ordinances and other laws, including, but not limited to, the Americans with Disabilities Act, applicable to the execution, compliance, implementation, and functions of this Agreement.

#### **8.4 Relationship of Parties.**

(a) BJCTA, in the performance of its operations and obligations hereunder, shall not be deemed to be the agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps, at its own expense, as the City may from time-to-time request, to indicate that it is an independent contractor. The City does not and will not assume any responsibility for the means by which or manner in which Public Transportation Services provided for herein are performed but, to the contrary, BJCTA shall be wholly responsible therefor.

(b) Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of BJCTA, and shall not be liable for any debts or financial interest in the business of BJCTA, nor shall the City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of BJCTA, or sums earned or derived by BJCTA, nor shall BJCTA at any time or times use the name or credit of the City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.

**8.5 Offset for Overdue Fees, Taxes, Etc.** Pursuant to Executive Order of the Mayor of Birmingham No. 76-09 (effective as of August 21, 2009), BJCTA acknowledges and agrees that the City has the right to deduct from the total amount of consideration to be paid, if any, to BJCTA under this Agreement all unpaid, delinquent, or overdue license fees, taxes, fines, penalties and other amounts due the City from BJCTA.

**8.6 Force Majeure.** Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, pandemic, epidemic or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) actions, embargoes or blockades in effect on or after the Effective Date of this Agreement; (e) action or orders by any governmental authority such as quarantine, curfews or imposition of Marshall Law; (f) national or regional emergency affecting bus Public Transportation Services; (g) strikes or labor stoppages by BJCTA's employees; or (h) shortage of adequate power or telecommunication facilities (each, a "Force Majeure Event"). The party suffering a Force Majeure Event shall give written notice within ten (10) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

**8.7 Assignment.** BJCTA may not assign this Agreement or any portion thereof to any other party without the prior written consent of the City. In the event the City gives such consent, the terms and conditions of this Agreement shall apply to and bind the party or parties to whom such work is work is assigned as fully and completely as BJCTA is hereby bound and obligated.



**8.8 No Third-Party Beneficiary.** BJCTA and the City do not intend that any benefit inure to a third party under the provisions of this Agreement.

**8.9 No Waiver.** Either party's delay in enforcing or failure to enforce or exercise any provision of this Agreement or rights existing hereunder shall not in any way be construed as or constitute a waiver of any such provision or right or prevent that party thereafter from enforcing each and every other provision or right of this Agreement. Any express waiver of any obligation by either party in any one instance shall not limit or waiver in any other instance.

**8.10 Severability.** All provisions, terms and conditions of this Agreement shall be deemed to be severable in nature. If, for any reason, the provisions contained herein are held to be to any extent invalid or contrary to the Constitution of the State of Alabama or any statute or applicable law, then to the extent that such provisions are, or shall be, valid and enforceable under applicable law, then this Agreement shall be construed and interpreted to provide for maximum enforceability under applicable law.

**8.11 "Buy Local".** BJCTA agrees that in connection with any portion of the Public Transportation Services, it will make commercially reasonable efforts to buy and/or lease supplies, materials and equipment from vendors located within the corporate limits of the City.

**8.12 Local Hiring.** To the extent allowed by law, BJCTA agrees to make, and cause its subcontractors, if any, to make commercially reasonable efforts to hire residents of the City to fill available positions with respect to the Public Transportation Services.

**8.13 Non-Discrimination.** During the performance of this Agreement, BJCTA agrees as follows:

(a) BJCTA will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. BJCTA will take affirmative action to ensure that applicants are employed, and that employees are treated, without regard to their race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. BJCTA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) In the event of BJCTA's noncompliance with the nondiscrimination clauses of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part and BJCTA may be declared ineligible for further municipal contracts.

**8.14 Applicable Law; Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Alabama and, in the event of a dispute, the venue of any action brought hereunder shall be in Circuit Court of Jefferson County Alabama (Birmingham Division).



**8.15 Entire Agreement.** This Agreement is the complete expression of intent of the parties and any prior conversations or agreements are null and void upon the execution of this Agreement. All terms and conditions of this Agreement shall be binding upon the parties, their successors and assigns, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto unless the same is in writing and mutually signed by the duly authorized agents of the parties.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be duly executed by persons duly authorized as the date first written above.

**ATTEST:**

**CITY OF BIRMINGHAM, ALABAMA**

\_\_\_\_\_  
Lee Frazier, City Clerk

By: \_\_\_\_\_  
Randall L. Woodfin, Mayor

Approved as to Form:

\_\_\_\_\_  
Assistant City Attorney / Date

**WITNESS:**

**BIRMINGHAM-JEFFERSON COUNTY  
TRANSIT AUTHORITY**

\_\_\_\_\_

By: \_\_\_\_\_  
Charlotte Shaw, Executive Director

This Agreement has been reviewed as to form by legal counsel for BJCTA. This confirmation is not to be relied upon by any person other than BJCTA.

Fuston, Petway & French

By: \_\_\_\_\_  
G. Courtney French, Esq., Partner

2



STATE OF ALABAMA        )  
JEFFERSON COUNTY        )

## AGREEMENT

THIS AGREEMENT entered into on this \_\_\_\_ day of \_\_\_\_\_ 2023, by and between the City of Birmingham (hereinafter referred to as the "City") and Birmingham Board of Education (hereinafter referred to as "Provider"), 2015 Park Place North, Birmingham, AL 35203.

The City is authorized by §11-40-1, Code of Alabama 1975, to contract for authorized goods and services. The City has authority to appropriate funds to the City Board of Education for uses consistent with the Board's authority. Pursuant to §16-11-9.1, Code of Alabama, in addition to all authority previously granted by statute, city boards of education may enter into cooperative agreements, projects and programs with the city council, and may take such other actions as they deem necessary and appropriate for the proper management of the public schools; provided, however, that such agreements, projects, and programs shall not be in conflict with nor inconsistent with any law or policy of the State Board of Education and shall not conflict with the purposes for which the school system is established.

The City is retaining Provider to provide the following goods or services to the City (the "Work"): The Board shall coordinate with Huffman High School to provide support associated with the following expenses for Huffman High School: **\$9500 for Girls/Boys Basketball, \$7500 for principal's discretionary, \$1500 for volleyball team supplies/travel, and \$1500 for cheerleader supplies/travel at Huffman High School.**

In consideration of good and valuable consideration received by Provider, the receipt and sufficiency of which is acknowledged, Provider covenants, agrees and represents as follows:

1. **Compensation.** For and in consideration of Provider providing the Work to the City, the City agrees to pay the Provider the sum of **Twenty Thousand Dollars and No/Cents (\$20,000.00)**.
2. **Term.** The term of this Agreement shall be until June 30, 2024, from the date set forth above (the "Term"). Time is of the essence in performing the Work. Provider will not be compensated for any Work performed following the expiration of the Term.
3. **Appropriations.** Provider agrees that municipal funds provided under this Agreement will not be considered, for any purpose, as a gift, grant or donation.
4. **Licensing.** As a condition to receiving payment from the City, Provider, at its own expense, will obtain and maintain all licenses, permits or other governmental authorizations needed to perform the Work, including without limitation, a business license issued by the City.
5. **Default.** If the Provider defaults on a material obligation to the City under the Agreement (a "Default"), the City may terminate the Agreement if, following the City's provision of written notice of Default to Provider, the Provider fails to correct or remedy the Default within seven (7) days after receipt of notice. This remedy is in addition to any other provided in the Agreement or available by law.
6. **Claims/Indemnification/Limitations of Liability.**
  - (i) Provider shall be responsible for all personal injury or damage to life or property due to its activities and that of its subcontractors, agents, or employees in connection with its Work under this Agreement and the Provider shall hold harmless and indemnify the City, and its elected and appointed officials, agents, and employees (hereinafter the "Indemnities") from and against any and all causes of action, demands, actions, damages, judgments, expenses (including but not limited to attorney's fees, expert fees, court costs and other litigation costs), losses, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property) (collectively hereinafter "Claims") by any third parties that arise out of, relate to, result from, or are attributable to Provider's performance or failure to perform its obligation hereunder. .
  - (ii) Provider's indemnity obligations under this Agreement shall survive the expiration or termination of this Agreement.
7. **Insurance.** For the duration of the Agreement and for limits not less than stated below, the Provider shall maintain the following insurance with a company(ies) lawfully authorized to do business in Alabama and reasonably acceptable to the City:
  - (a) Comprehensive General Liability: One Million Dollars (\$1,000,000);



(b) **Automobile Liability:** Automobile Liability covering owned and rented vehicles operated by the Provider with policy limits of not less than One Million Dollars (\$1,000,000) combined single limit and aggregate for bodily injury and property damage;

(c) **Workers Compensation:** Workers' Compensation and Employers Liability as required by statute; and

(d) **Professional Liability:** Professional Liability covering the Provider's negligent acts, errors and omissions in its performance of professional services with policy limits of not less One Million Dollars (\$1,000,000) per claim and in the aggregate.

Before the execution of the Agreement, the Provider shall provide the City a certificate(s) of insurance evidencing compliance with the requirements in this section. The certificate(s) shall name the City, and its officials and employees, as additional insured on the Comprehensive General Liability, Automobile Liability with respect to claims or liabilities arising out of Provider's operations.

8. **Independent Contractor.** Provider is an independent contractor of the City. This Agreement does not create any partnership, joint venture or principal-agent relationship between the City and Provider. Further, the City retains no control or authority with respect to its means and methods in which the Provider (or any of its employees or representatives) performs the Work. There are no third-party beneficiaries under this Agreement.
9. **Assignment.** Provider may not assign its rights, obligations, or the benefits of this Agreement to any third party without the written consent of the City, which consent may be withheld for any reason.
10. **Undue Consideration.** Provider represents that it has not employed or retained any firm, entity or person to solicit or secure its selection to enter into this Agreement, and that it has not paid or agreed to pay any fee, commission, percentage, gift or other consideration to any such firm, entity or person that is contingent upon or resulting from the award or making of this Agreement. The City, at its sole discretion, may terminate the Agreement without liability if Provider violates this provision.
11. **Offset for Overdue Fees, Taxes, Etc.** Pursuant to Executive Order of the Mayor of Birmingham No. 76-09 (effective as of August 21, 2009), Provider acknowledges and agrees that the City has the right to deduct from the total amount of consideration to be paid, if any, to Provider under this Agreement all unpaid, delinquent, or overdue license fees, taxes, fines, penalties and other amounts due the City from Provider.
12. **Historically Underutilized Business Enterprises.** Provider acknowledges and agrees that the City, as a matter of public policy, encourages participation of minority-and women-owned and other disadvantaged business enterprises to the maximum extent possible. This policy includes historically under-utilized business enterprises such as architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of the City's business, economic and community revitalization programs.
13. **Discrimination.** Provider (and its employees, agents and consultants) shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Work. Failure to perform these requirements is a material breach of this Agreement and may result in its termination as the City deems appropriate."
14. **Immigration Act Compliance** (a) Provider represents and warrants that it does not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, *et seq.*, Code of Alabama 1975, as amended (the "Act"). (b) Provider represents and warrants that it will enroll in the E-Verify program prior to performing any work on the project in Alabama and shall provide documentation establishing that Provider is enrolled in the E-Verify program. During the performance of this Agreement, Provider shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations. (c) Provider agrees to comply with all applicable provisions of the Act with respect to its subcontractors by entering into an agreement with or by obtaining an affidavit from such subcontractors providing work for Provider on the Project in Alabama, that such subcontractors are in compliance with the Act with respect to their participation in the E-verify program. Provider represents and warrants that Provider shall not hire, retain, or contract with any subcontractor to work on the Project in Alabama which Provider knows is not in compliance with the Act. (d) By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

15. **Entire Agreement.** This agreement (including attachments thereto) represents the entire agreement between the parties, and supersede all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.
16. **Financial Records.** The Provider further agrees to furnish upon demand to the Office of the Mayor and City Council all applicable information, financial or otherwise, which may be requested of it regarding the Work provided, or any other matter relating to this agreement and to cooperate fully in any audit of this agreement. Should an audit of this agreement reveal that funding has been used for purposes other than those set forth above, or should the program contracted for not be implemented or implemented in such a manner as to fail to adequately provide the goods or services contracted for, then the Provider agrees to reimburse the City all funds paid under this agreement.

IN WITNESS WHEREOF the parties hereto have herein below set their hands and seals.

ATTEST:

\_\_\_\_\_  
City Clerk

WITNESS: \_\_\_\_\_

**CITY OF BIRMINGHAM**

BY: \_\_\_\_\_  
Mayor

DATE: \_\_\_\_\_

**PROVIDER: Birmingham Board of Education**

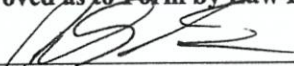
BY: \_\_\_\_\_

(Its) \_\_\_\_\_

DATE: \_\_\_\_\_

TAX I.D.#: \_\_\_\_\_

**Approved as to Form by Law Department:**

BY:  \_\_\_\_\_

DATE: 7-17-2023

**COUNCILOR: Clinton P. Woods**





**AGREEMENT**

THIS AGREEMENT entered into on this 13<sup>th</sup> day of July 2023, by and between the City of Birmingham (hereinafter referred to as the "City") and the Birmingham Zoo, INC. (hereinafter referred to as "Provider"), 2630 Cahaba Road, Birmingham, Alabama 35223.

The City is authorized by §11-40-1, Code of Alabama 1975, to contract for authorized goods and services. The City has authority pursuant to §11-47-16, Code of Alabama 1975, to establish, operate, maintain, or contract with others to operate and maintain public cultural facilities consisting of museums, art galleries, art centers, music halls, and related facilities, and, if necessary, to acquire sites for, construct, or otherwise acquire such facilities, all to the end of making cultural facilities available to the public, whether separately or grouped two or more in the same building and whenever any such facilities shall have been so established they may be administered by and through such instrumentality or instrumentalities as may be designated for that purpose by the governing body of such county, city, or town.

The City is retaining Provider to provide the following goods or services to the City (the "Work"): The Birmingham Zoo, INC shall provide community based educational workshops, exhibits, and presentations to families (i.e., children, parents, etc.) in order to provide a broad range of opportunities to raise awareness for science, animals, nature, and basic quality of life for the poor and needy.

In consideration of good and valuable consideration received by Provider, the receipt and sufficiency of which is acknowledged, Provider covenants, agrees and represents as follows:

1. **Compensation.** For and in consideration of Provider providing the Work to the City, the City agrees to pay the Provider the sum of Twenty Thousand and 00/Cents (\$20,000.00).
2. **Term.** The term of this Agreement shall end six months from the date set forth above (the "Term"). Time is of the essence in performing the Work. Provider will not be compensated for any Work performed following the expiration of the Term.
3. **Appropriations.** Provider agrees that municipal funds provided under this Agreement will not be considered, for any purpose, as a gift, grant or donation.
4. **Licensing.** As a condition to receiving payment from the City, Provider, at its own expense, will obtain and maintain all licenses, permits or other governmental authorizations needed to perform the Work, including without limitation, a business license issued by the City.
5. **Default.** If the Provider defaults on a material obligation to the City under the Agreement (a "Default"), the City may terminate the Agreement if, following the City's provision of written notice of Default to Provider, the Provider fails to correct or remedy the Default within seven (7) days after receipt of notice. This remedy is in addition to any other provided in the Agreement or available by law.
6. **Claims/Indemnification/Limitations of Liability.**
  - (i) Provider shall be responsible for all personal injury or damage to life or property due to its activities and that of its subcontractors, agents, or employees in connection with its Work under this Agreement and the Provider shall hold harmless and indemnify the City, and its elected and appointed officials, agents, and employees (hereinafter the "Indemnities") from and against any and all causes of action, demands, actions, damages, judgments, expenses (including but not limited to attorney's fees, expert fees, court costs and other litigation costs), losses, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property) (collectively hereinafter "Claims") by any third parties that arise out of, relate to, result from, or are attributable to Provider's performance or failure to perform its obligation hereunder. .
  - (ii) Provider's indemnity obligations under this Agreement shall survive the expiration or termination of this Agreement.
7. **Insurance.** For the duration of the Agreement and for limits not less than stated below, the Provider shall maintain the following insurance with a company(ies) lawfully authorized to do business in Alabama and reasonably acceptable to the City:
  - (a) Comprehensive General Liability: One Million Dollars (\$1,000,000);



(b) Automobile Liability: Automobile Liability covering owned and rented vehicles operated by the Provider with policy limits of not less than One Million Dollars (\$1,000,000) combined single limit and aggregate for bodily injury and property damage;

(c) Workers Compensation: Workers' Compensation and Employers Liability as required by statute; and

(d) Professional Liability: Professional Liability covering the Provider's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than One Million Dollars (\$1,000,000) per claim and in the aggregate.

Before the execution of the Agreement, the Provider shall provide the City a certificate(s) of insurance evidencing compliance with the requirements in this section. The certificate(s) shall name the City, and its officials and employees, as additional insured on the Comprehensive General Liability, Automobile Liability with respect to claims or liabilities arising out of Provider's operations.

8. **Independent Contractor.** Provider is an independent contractor of the City. This Agreement does not create any partnership, joint venture or principal-agent relationship between the City and Provider. Further, the City retains no control or authority with respect to its means and methods in which the Provider (or any of its employees or representatives) performs the Work. There are no third-party beneficiaries under this Agreement.
9. **Assignment.** Provider may not assign its rights, obligations or the benefits of this Agreement to any third party without the written consent of the City, which consent may be withheld for any reason.
10. **Undue Consideration.** Provider represents that it has not employed or retained any firm, entity or person to solicit or secure its selection to enter into this Agreement, and that it has not paid or agreed to pay any fee, commission, percentage, gift or other consideration to any such firm, entity or person that is contingent upon or resulting from the award or making of this Agreement. The City, at its sole discretion, may terminate the Agreement without liability if Provider violates this provision.
11. **Offset for Overdue Fees, Taxes, Etc.** Pursuant to Executive Order of the Mayor of Birmingham No. 76-09 (effective as of August 21, 2009), Provider acknowledges and agrees that the City has the right to deduct from the total amount of consideration to be paid, if any, to Provider under this Agreement all unpaid, delinquent, or overdue license fees, taxes, fines, penalties, and other amounts due the City from Provider.
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13. **Discrimination.** Provider (and its employees, agents, and consultants) shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Work. Failure to perform these requirements is a material breach of this Agreement and may result in its termination as the City deems appropriate."
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IN WITNESS WHEREOF the parties hereto have herein below set their hands and seals.

ATTEST:

\_\_\_\_\_  
City Clerk

WITNESS: \_\_\_\_\_

**CITY OF BIRMINGHAM**

BY: \_\_\_\_\_  
Mayor

DATE: \_\_\_\_\_

**PROVIDER: Birmingham Zoo, INC.**

BY: \_\_\_\_\_

(Its) \_\_\_\_\_

DATE: \_\_\_\_\_

TAX I.D.#: \_\_\_\_\_

**Approved as to Form by Law Department:**

BY: ASL

DATE: 7-14-2023

**COUNCILOR: Valerie Abbott**



**TRANSPARENCY IN CITY GOVERNMENT DISCLOSURE AND  
CERTIFICATION FORM**

**INSTRUCTIONS:**

This form must be fully completed by any individual or entity (hereinafter referred to as "Vendor") seeking to enter into a contract or appointment, provide services, obtain funding or otherwise do business with the City of Birmingham with the express exclusion of persons or entities exclusively providing grant funding to the City, General Services Administration (GSA) vendors, national cooperatives approved by the Alabama Department of Examiners of Public Accounts and governmental entities to include City boards and agencies.

Submit completed forms to the appropriate City Department. All questions must be answered. Respond "Not applicable" or "NA" if a question does not apply. Attach additional pages if needed. Completed forms will be submitted to the Birmingham City Council or the appropriate Council Committee along with the Applicant's proposed contract, appointment and/or funding request.

For purposes of this Form, the following definitions apply:

Family Member of a Public Employee. The spouse, domestic partner or a dependent of the public employee.

Family Member of a Public Official. A spouse, domestic partner, dependent, adult child and his or her spouse, parent, spouse's parents, sibling and his or her spouse, of the public official.

Public Employee. Any person employed by the City of Birmingham or its instrumentalities, including governmental corporations and authorities.

Public Official. Any person elected to public office of the City of Birmingham, whether or not that person has taken office, by the vote of the people, and any person appointed to a position at the City of Birmingham or its instrumentalities, including governmental corporations and authorities.

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This Form is a:

**New Submission**

**Update to a Previous Submission**

**Section 1: VENDOR NAME AND CONTACT:**

Vendor's Legal Name:

Birmingham Zoo, Inc.

Physical Street Address: 2630 Cahaba Road, Birmingham, AL 35223

Physical Street Address:

*City of Birmingham Transparency in City Government Disclosure and Certification Form*

Mailing Address: 2630 Cahaba Road, Birmingham, AL 35223

Phone Number: 205-909-4560

Contact Person: Kristin M. Martin, Development Director

**Section 2: DISCLOSURES**

(a) Identify all officers, directors, owners, members, partners and executive management of the Vendor.

Thomas E. Sisson  
Chair

Mary Pat Lawrence  
Secretary

Lee McKinney  
Vice Chair

Nancy Collat Goedecke  
Immediate Past Chair

Austin Davis  
Treasurer

Randall W. Jordan  
Philippe W. Lathrop  
Matt Lyden

Emily Wood Bowron  
Jack Darnall

Chaz C. Mitchell, M.B.A.  
Wally Nall III

Selena Rogers Dickerson  
Daron M. Drew-Jelks

Jerry Perkins, Jr.

Bing Edwards

Kyle Rogers  
Crystal Gunn Witherspoon

David Faulkner

Ex-Officio

Christina Grinkmeyer

Thomas Nelson

Daagye Hendricks

Junior Board

Tim Hennessy, Jr.

*City of Birmingham Transparency in City Government Disclosure and Certification Form*

**(b) (PUBLIC OFFICIAL)**

Are any of the persons identified in paragraph (a) above a Family Member of a Public Official of the City of Birmingham or do they have an employment or other business relationship with a Public Official of the City of Birmingham or a Family Member of a Public Official? If "yes", describe any family, employment or business relationship with the Public Official.

Yes

Not Applicable



*City of Birmingham Transparency in City Government Disclosure and Certification Form*

(PUBLIC EMPLOYEE)

Are any of the persons identified in paragraph (a) above a Family Member of a Public Employee of the City of Birmingham or do they have an employment or other business relationship with a Public Employee of the City of Birmingham or a Family Member of a Public Employee? If "yes", describe any family, employment or business relationship with the Public Employee.

Yes       Not Applicable

City of Birmingham Mayor Randall Woodfin appointed Chaz Mitchell to the Board of Directors. He does not receive compensation for his service to the Board.

**SECTION 3. LOBBYISTS, CONSULTANTS & ATTORNEYS:**

During the past three (3) years, has Vendor retained, hired or paid any person or entity including, but not limited to, a lobbyist, consultant or attorney, to assist Vendor in obtaining a City contract, appointment or funding? If "yes", identify by individual name, firm name, address and telephone number any such person or entity.

Yes          Not Applicable

**SECTION 4: DISCLOSURE OF CONTRIBUTIONS:**

During the past three (3) years, has the Vendor provided a campaign contribution, a contribution to a political action committee that provides funding to a Public Official's campaign or other funding to or performed services for a Public Official, or provided funding to or performed services for an individual or entity, including a charitable entity, at the request of a Public Official or Public Employee? If yes, identify the amount, date and recipient of any campaign contribution or other funding and/or the date, contract

Yes       Not Applicable

*City of Birmingham Transparency in City Government Disclosure and Certification Form*

amount and nature of services performed.

Not Applicable.

Yes

Not Applicable

City of Birmingham Transparency in City Government Disclosure and Certification Form

SECTION 5: CONTRACTS WITH THE CITY OF BIRMINGHAM:

Does the Vendor have any existing contracts with the City of Birmingham or contracts which have expired or been terminated within the past three (3) years?

Yes       No

SECTION 6: CLAIMS AGAINST THE CITY OF BIRMINGHAM:

Does the Vendor have any pending claims against the City of Birmingham.

Yes       xxxxx No

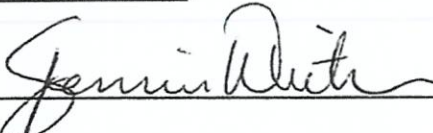
SECTION 7: GOOD STANDING:

By signing this *Transparency in City Government Disclosure and Certification Form* Vendor affirms that it is current in regard to all required federal, state, and local business, tax and other filing requirements and licensure.

CERTIFICATION:

I, the undersigned, certify that I am authorized to execute this *Transparency in City Government Disclosure and Certification Form* on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the City of Birmingham is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the City to notify the City in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the City, permitting the City to declare any contract(s) resulting from this certification void and unenforceable.

VENDOR SIGNATURE:

  
\_\_\_\_\_

NAME:

Jennie Whitman

DATE:

07 / 10 / 2023



**Transparency Form for the Birmingham Zoo, Inc.  
July 10, 2023**

**Description of the work Vendor Seeks to perform for the City of Birmingham**

The Birmingham Zoo offers the following community-based opportunities to encourage area residents to learn about caring for animals, protecting endangered species and stewarding the environment.

**Community-based Educational Opportunities**

- Zoo School – hands-on, STEM-based learning experience for Birmingham City School (BCS) seventh graders to attend the Zoo for one week. Students attend free of charge. BCS determines which schools participate on a rotating basis every three years.
- Virtual Programs – Digital Field Trips and Digital Discovery Programs, some of which include exclusive behind-the-scenes tours. Title I schools are eligible to apply for scholarships.
- Zoo Camp – One-week day camps at the Birmingham Zoo with age-appropriate, hands-on learning, STEM-based activities and nature play. Need-based scholarships are available.
- ZooTeach – Low-cost professional development series for educators interested in teaching STEM in their classrooms. Need-based scholarships are available.
- 2024 College and Career Collaboration Day at the Zoo scheduled for 3/13/2024

**Animal Feeding Opportunities**

- Zoo Camp – Campers have the opportunity to feed giraffes and lorikeets (small parrots)
- KGE Giraffe Feedings – Available to the public for an additional charge
- Zoo School – BCS seventh-grade students visit the Animal Nutrition Center to learn about animal nutrition, diets and exercise as well as interact with Zoo professionals
- Observe daily animal feedings by Zoo's Animal Care Professionals

Financial support from the City of Birmingham will provide greatly needed operating funds and be a wonderful public endorsement of the Zoo. The Zoo staff continues to appeal to the community through fundraising campaigns for critical assistance to help continue care for its animals, provide educational opportunities to students and teachers and inspire guests to engage in the natural world.

# City of Birmingham, Alabama 2023 Business License

EXPIRES DECEMBER 31, 2023

Date Issued: 03/03/2023

License No: 9137079922

Account No: 463505

Issued to: BIRMINGHAM ZOO INC  
DBA BIRMINGHAM ZOO INC  
2630 CAHABA RD  
MOUNTAIN BROOK, AL 35223-1106

Location: 2630 CAHABA RD  
MOUNTAIN BROOK, AL 35223-1106

The licensee named herein is authorized to do business at the above specified business location as provided for in the License Schedules listed below:

<u>Schedule</u>	<u>Description</u>	<u>Units</u>
452165.00	MERCHANDISE RETAIL, WHOLESALE OR OTHERWISE GENERAL	
532212.00	RENTING AND/OR LEASING	



## PUTTING PEOPLE FIRST

WWW.BIRMINGHAMAL.GOV

THIS LICENSE DOES NOT PERMIT BUSINESS OPERATION UNLESS YOUR BUSINESS IS PROPERLY ZONED, AND/OR IN COMPLIANCE WITH ALL APPLICABLE LAWS/RULES.

This is NOT A BILL.

**This license must be posted.**

**Avenu**

Issuing Authority

Questions regarding this license should be addressed to Avenu at (800) 556-7274

4





STATE OF ALABAMA )  
JEFFERSON COUNTY )

**PROFESSIONAL SERVICES CONTRACT  
INTER-COOPERATION AGREEMENT FOR CARE OF THE MENTALLY ILL**

This **PROFESSIONAL SERVICES CONTRACT** ("Agreement") is entered into as of the Effective Date set forth below, by and between **JEFFERSON COUNTY, ALABAMA** (the "County"), the **SHERIFF** of Jefferson County, Alabama (the "Sheriff"), and the **CITY OF BIRMINGHAM, ALABAMA** (the "City") (all of which shall be collectively referred to herein as the "CONSORTIUM"), and **THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA ON BEHALF OF THE UNIVERSITY OF ALABAMA HOSPITAL** (referred to herein as "HOSPITAL") as follows:

**WHEREAS**, the parties are jointly concerned with and desire to continue a procedure for providing prompt care and evaluation of suspected mentally disturbed persons pending the initiation of commitment proceedings in accordance with Alabama Act 353 (1975) ("Services"), which is attached hereto and incorporated herein as EXHIBIT A;

**WHEREAS**, all parties participating in the CONSORTIUM desire to enter into an Inter-Cooperation Agreement establishing such a procedure; and

**WHEREAS**, the HOSPITAL is duly licensed and qualified to provide such services and desires to furnish such Services to the CONSORTIUM.

**NOW, THEREFORE**, in consideration of the covenants and mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. **ENGAGEMENT OF CONTRACTOR**. The CONSORTIUM hereby agrees to engage the HOSPITAL and HOSPITAL hereby agrees to be engaged to perform the Services described herein.
2. **SCOPE OF SERVICES**. The HOSPITAL shall provide professional services and hospitalization for the mentally ill and suspected mentally ill as forth below:
  - A. **Non-Violent Individuals**.
    1. The City and/or Sheriff shall immediately transport to the HOSPITAL emergency room and render such assistance as needed pending and during psychiatric evaluation.
    2. Law enforcement officers are allowed to leave the Emergency Department after the patient has been evaluated and a decision has been made to admit the patient, even if no beds are currently available.
    3. HOSPITAL shall perform as soon as possible an examination and recommend disposition of the individual. If recommended, HOSPITAL may admit the individual to the hospital. If any individual is admitted to the hospital pursuant to this Agreement, the HOSPITAL shall notify the Judge of Probate of such admission no later than the

next business day following admission. The HOSPITAL shall notify the UAB Department of Psychiatry of the need for consultation on those individuals needing psychiatric evaluation.

B. Violent Individuals.

1. The City and/or Sheriff shall immediately transport to the HOSPITAL emergency room and render such assistance as needed pending and during psychiatric evaluation.
2. Law enforcement officers are allowed to leave the Emergency Department after the patient has been evaluated and a decision has been made to admit the patient, even if no beds are currently available.
3. HOSPITAL shall perform as soon as possible an examination and recommend disposition of the individual. If recommended, HOSPITAL may admit the individual to the hospital. If any individual is admitted to the hospital pursuant to this Agreement, the HOSPITAL shall notify the Judge of Probate of such admission no later than the next business day following admission. The HOSPITAL shall notify the UAB Department of Psychiatry of the need for consultation of those individuals needing psychiatric evaluation.

3. **TERM OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK.** The Agreement shall be for a period of three (3) years from the date it is executed by the last of the parties to sign it (the "Effective Date") through September 30, 2026.

4. COMPENSATION.

A. The HOSPITAL will furnish quarterly invoices and spreadsheets to the County and the City that include the following information: (i) Account Number; (ii) Patient Name; (iii) Dates of Service; (iv) Detailed Accounting of Services furnished to each patient; (v) Amount due for each patient; (vi) which municipality brought the patient to the Emergency Room; and (vii) the calculation of the pro rata share of the patient's bill that is invoiced each member of the CONSORTIUM.

B. The HOSPITAL shall be reimbursed for the Services as follows:

1. Emergency Evaluation and Hospitalization of Persons Suspected of Mental Illness. Hospital In-Patient rate per patient for each day each person stays in the hospital shall be as follows:

\$735.00 per patient per day for each day of in-patient hospitalization (pro-rated as \$183.75 per day for the City of Birmingham and \$551.25 per day for Jefferson County)

HOSPITAL shall cap the number of in-patients billed per day to no more than five (5) patients under Sections 4(B)(1) and 4(b)(2) of this Agreement, regardless of how many patients receive Services from the HOSPITAL.



2. Daily Rate for Professional Services. The daily professional rate for provision of the Services shall be as follows:

(a) \$124.00 per patient (pro-rated as \$31.00 per day for the City of Birmingham and \$93.00 per day for Jefferson County)

Payment for psychological testing provided under Section 4(b)(1) and ordered by a UAB psychiatrist shall be

(b) \$470.00 per standard battery of tests (pro-rated as \$117.50 to the City of Birmingham and \$352.50 to Jefferson County)

(c) \$733.00 per extended battery of tests (pro-rated as \$183.25 to the City of Birmingham and \$549.75 to Jefferson County)

(d) Psychiatric consultation will be billed to Jefferson County at the rate of \$166.00 for each consultation

(e) Psychiatric consultation will be billed to the City of Birmingham at the rate of \$166.00 for each consultation

(f) Emergency room psychiatric services at the HOSPITAL will be provided for the annual sum of \$78,737 (pro-rated as \$1,735.00 to the City of Birmingham per month and \$4,921.00 to Jefferson County per month)

C. The above rates are for Services, which are not covered by other third-party payors, including private insurers, Medicare, or Medicaid. Services rendered to persons brought to the Emergency Department pursuant to this Agreement who are covered by other payors will be billed to the other payors until such time as their benefits are exhausted. When the patient's benefits are exhausted, the patient will be considered as occupying on of the CONSORTIUM's beds.

D. In no event shall the total amount of the City of Birmingham's obligation for the time period from the effective date through June 30, 2023, and during each subsequent twelve-month period from July 1 through June 30 during the term of this contract exceed One Hundred Thousand and NO/100 Dollars (\$100,000.00) per each such twelve-month period. Hospital agrees and understands that the funding of this Agreement by the City of Birmingham is provided solely from the General Fund of the City of Birmingham. Hospital acknowledges that the City's funding for each annual payment must be provided in the City's General Fund Budget for the corresponding fiscal year of the City (July 1 through June 30). Accordingly, notwithstanding any other provision of this Agreement, in the event that funds are not appropriated by the City for this Agreement, then this Agreement shall terminate with respect to the City as of the date such budget is adopted and (i) HOSPITAL shall have no obligation under this Agreement to provide Services beyond the fiscal year of the City for which funds were last appropriated and (ii) the City shall have no obligation to pay for any work performed for which funds have not been appropriated. The City shall notify HOSPITAL in writing of any such non-allocation of funds at the earliest possible date.



- E. Billing for Service furnished under this Agreement will be billed monthly by HOSPITAL Billing Office to:

Director of Finance  
City of Birmingham  
Room 205  
710 20<sup>th</sup> Street, North 1<sup>st</sup> Floor  
Birmingham, Alabama 35203

Finance Department  
Jefferson County Commission  
Suite 820  
716 Richard Arrington, Jr. Blvd. North  
Birmingham, Alabama 35203

Office of Mayor  
City of Birmingham  
710 20<sup>th</sup> Street North, 3<sup>rd</sup> Floor  
Birmingham, Alabama 35203

Probate Judge  
Attn: Presiding Judge  
716 Richard Arrington, Jr., Blvd. North  
Suite 100  
Birmingham, Alabama 35203

5. **WARRANTY.** HOSPITAL warrants, represents, and covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Alabama, that it has all necessary power and received all necessary approval to execute and deliver this Agreement and the individual executing the Agreement on behalf of HOSPITAL has been duly authorized to act for and bind HOSPITAL.
6. **ASSIGNMENT.** No portion of the Agreement may be sold, assigned, transferred, or conveyed to a third party without the express written consent of the CONSORTIUM. Should the CONSORTIUM authorize the HOSPITAL to subcontract or assign any portion of this Agreement, HOSPITAL will maintain the ultimate legal responsibility for all Services according to contract specifications. In the event of a subcontract, HOSPITAL must maintain a continuous effective business relationship with the subcontractor(s), including regular payment of all monies owed to any subcontractor. Failure to comply with these requirements, in whole or in part, will result in termination of this Agreement and/or legal ramification, due to non-performance.
7. **GOVERNING LAW/DISPUTE RESOLUTION.** The parties agree that this Agreement is made and entered into in Jefferson County, Alabama and that all Service, materials, and equipment to be rendered pursuant hereto are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama. The parties agree that the jurisdiction and venue over all disputes arising under this Agreement shall be the State of Alabama Board of Adjustment, the exclusive venue for which a claim may be brought against the HOSPITAL, as a division of the Board of Trustees of the University of Alabama. (See, Code of Alabama §§ 41-9-60 through 41-9-74). Claims initiated by the HOSPITAL shall be brought before a court, tribunal, or agency of competent jurisdiction with the authority to resolve disputes involving the City and County government.
8. **STATEMENT OF CONFIDENTIALITY.** The HOSPITAL agrees that any information accessed or gained in performance of the duties required pursuant to this Agreement shall be maintained in absolute confidence and will not be released, discussed or made known to any party or parties for any reason whatsoever, except as may be required by the conduct of duties hereunder, or where disclosure is required by law or mandated by a court of competent jurisdiction.

9. **INDEPENDENT CONTRACTOR.** The HOSPITAL acknowledges and understands that the performance of this contract is as an independent contractor and as such, the HOSPITAL is obligated for Workmen's Compensation, FICA taxes, Occupational taxes, all applicable federal, state, and local taxes, etc. and that neither the County nor the City will be obligated for the same under this Agreement.
10. **NON-DISCRIMINATION POLICY.** The County and the City are strongly committed to equal opportunity in the solicitation of contacted services.

During the performance of this Agreement, each Party agrees as follows:

- (a) each Party will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. Each Party will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Party agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - (b) In the event of each Party's noncompliance with the nondiscrimination clauses of this contract, this contract may be cancelled, terminated or suspended, in whole or in part, and each Party may be declared ineligible for further municipal contracts.
11. **MISCELLANEOUS REQUIREMENTS.** Upon execution of this Agreement, HOSPITAL shall furnish the Jefferson County Finance Department and the City of Birmingham Finance Director with information required for IRS Form 1099 reporting and other pertinent data required by law.
  12. **TERMINATION OF CONTRACT.** This Agreement may be terminated without cause by the County or by the City upon thirty (30) days' prior written notice provided to the other parties. Any violation of this Agreement shall constitute a breach and default of this Agreement. Upon such breach, the County or the City shall have the right to immediately terminate this Agreement. Such termination shall not relieve the County or the City for payment of Services already furnished pursuant to this Agreement.
  13. **LIABILITY.** The HOSPITAL shall not, without prior written permission of the CONSORTIUM specifically authorizes it to do so, represent or hold harmless itself out to others as an agent of or act on behalf of the CONSORTIUM.
  14. **HOLD HARMLESS AND INDEMNIFICATION.** CONSORTIUM and HOSPITAL shall each be responsible for any and all liability resulting from the acts and/or omission of their respective employees, officers, directors, agents, and contractors. Neither party shall be liable for any liability resulting from the acts and/or omissions of the other parties' employees, officers, directors, agents, and contractors. Neither party will indemnify, hold harmless, or defend the other party or any third party for any liability that may result from activities under this Agreement.



15. **NOTICES.** Unless otherwise provided herein, all notices or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent via certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following addresses or to any other person at any other address as may be designated in writing by the parties:

Contractor:	Copy to:	Probate Judge
UAB MEB 300 619 19 <sup>th</sup> Street South Birmingham, Alabama 35294		716 Richard Arrington Blvd, North Suite 100 Birmingham, Alabama 35203
Copy to:	Jefferson County Manager 716 Richard Arrington Blvd, N Room 251 Birmingham, Alabama 35203	Jefferson County Attorney's Office 716 Richard Arrington Blvd, N Room 280 Birmingham, Alabama 35203
Copy to:	Office of the Mayor City of Birmingham 710 20 <sup>th</sup> Street North, 3 <sup>rd</sup> Floor Birmingham, Alabama 35203	City Clerk's Office City of Birmingham 710 20 <sup>th</sup> Street North, 3 <sup>rd</sup> Floor Birmingham, Alabama 35203
Copy to:	City Attorney City of Birmingham 710 20 <sup>th</sup> Street North, 6 <sup>th</sup> Floor Birmingham, Alabama 35203	Jefferson County Sheriff's Office Attn: Sheriff Mike Hale 2200 Reverend Abraham Wood Jr. Blvd Birmingham, Alabama 35203

16. **AMENDMENT OF AGREEMENT.** The Agreement contains the entire understanding between the parties, and no change of any term or provision of the Agreement shall be valid unless amended by written instrument, which has been executed or approved by all of the parties. Any such amendment shall be attached to and made a part of this Agreement.
17. **INSURANCE.** The HOSPITAL, an agency of the State of Alabama, agrees to be responsible for any and all third-party claims that arise as a result of the negligent actions or omissions of the HOSPITAL, its officers, employees and agents in the performances of the work that is subject to this Agreement. HOSPITAL maintains a formal self-insurance program to cover claims against the institutions and its employees, with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate.
18. **FUNDS PAID.** HOSPITAL and the HOSPITAL's representative below certify by the execution of this Agreement that no part of the funds paid by the CONSORTIUM to this Agreement nor any part of the Services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member of employee of any government whatsoever or family member of any of them, including federal, state, county, and municipal and any agency or subsidiary or any such government; and further certify that neither the contractor or any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the CONSTORTIUM



or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or Services of this Agreement, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as an inducement or consideration for this Agreement.

Any violation of this certification shall constitute a breach and default of this Agreement, which shall be cause for termination. Upon such termination pursuant to a breach of this certification, HOSPITAL shall immediately refund to the CONSORTIUM all amounts paid by the CONSORTIUM to the HOSPITAL pursuant to this Agreement.

19. **IMMIGRATION LAW COMPLIANCE.** By signing the Agreement, the contracting parties affirm for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed to be in breach of this Agreement and shall, to the extent permitted under Alabama law, be responsible for all damages resulting therefrom.
  
20. **GENERAL PROVISIONS.** The parties do not intend to create a separate legal entity to conduct the transactions contemplated by this Agreement, and the administration of the undertakings shall be by the CONSORTIUM and the HOSPITAL, as provided in the Agreement. Any funds belonging to the City or the County, which are not due and owing to the HOSPITAL and, which have not been expended upon the expiration of the term of this Agreement shall be retained by such party upon termination of the Contract.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals or caused these presents to be executed by their duly appointed representative.

**CONSORTIUM:**

**JEFFERSON COUNTY, ALABAMA**

By: \_\_\_\_\_  
James A. Stephens, President  
Jefferson County Commission

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Mark L. Pettway, Sheriff

Date: \_\_\_\_\_

**ATTEST:**

**CITY OF BIRMINGHAM, ALABAMA**

\_\_\_\_\_  
Lee Frazier, City Clerk

By: \_\_\_\_\_  
Randall L. Woodfin, Mayor

Date: \_\_\_\_\_

**Approved As to Form by Office of City Attorney:**

\_\_\_\_\_  
Assistant City Attorney/Date

**HOSPITAL:**

**THE BOARD OF TRUSTEES OF THE UNIVERSITY OF  
ALABAMA ON BEHALF OF THE UNIVERISIT OF ALABAMA  
HOSPITAL**

\_\_\_\_\_  
DATE

By: \_\_\_\_\_  
Bernard Mays, Jr.  
Associate Vice President/Controller

**RETURN THE COPY WITH ORIGINAL SIGNATURES TO MINUTES CLERK OFFICE  
ROOM 410 – COURTHOUSE**

EXHIBIT A

ACT 353



Legislative Act  
1975

891

Section 2. For each notice to a delinquent property owner to show cause why a decree of sale should not be rendered, the judge of probate is entitled to a fee of one dollar and twenty-five cents and for each decree of sale twenty-five cents; the tax collector shall have one dollar for serving each notice which may be given by registered mail with return receipt demanded, but for his attendance at court he shall receive no pay; but in case of appeal, the sheriff and the clerk of the appellate court shall be entitled to the same fees as for services in like cases.

Section 3. This Act shall be effective on its approval by the Governor or on its otherwise becoming a law.

Approved September 16, 1975.

Time: 3:45 P.M.

Act No. 352

H. 929—McCluskey

AN ACT

Relating to Coosa County; providing additional expense allowance for members of the county commission, making the provisions of this act retroactive.

*Be It Enacted by the Legislature of Alabama:*

Section 1. The county commissioners of Coosa County shall each receive an additional expense allowance of \$250 dollars per month. This expense allowance shall be in addition to any and all other salary compensation and expense allowances now provided for by law and shall be paid out of any monies in the county treasury available for such purposes.

Section 2. The provisions of this act shall be retroactive to February 1, 1975.

Approved September 16, 1975.

Time: 3:45 P.M.

 Act No. 353

H. 944—Falkenburg, Armstrong, McNair,  
Moore (O), Gafford, Andrews,  
Leonard, Hopping, Porter, White

AN ACT

TO AMEND ACT NO. 17 OF THE SECOND SPECIAL SESSION OF  
THE LEGISLATURE OF ALABAMA OF 1975, APPROVED MARCH

10, 1975, WHICH PROVIDED IN EVERY COUNTY OF THE STATE HAVING A POPULATION OF 600,000 OR MORE ACCORDING TO THE LAST OR ANY SUBSEQUENT FEDERAL CENSUS FOR THE TEMPORARY DETENTION, CARE AND HANDLING OF MENTALLY ILL PERSONS, PENDING FORMAL COMMITMENT PROCEEDINGS TO DETERMINE WHETHER SUCH PERSON SHOULD BE COMMITTED TO THE ALABAMA STATE HOSPITALS.

*Be It Enacted by the Legislature of Alabama:*

Section 1. It is hereby provided that Section 2 of Act No. 17 of the Second Special Session of the Legislature of Alabama of 1975 is hereby amended so as to read as follows:

"Section 2. DEFINITIONS. As herein used the following words and terms shall have the meanings hereby accorded them: "the county" means any county subject to this Act; "law enforcement officer" means any policeman regularly employed by a municipality within the county or any Sheriff or Deputy Sheriff regularly employed by the county; "within the county" means any place within the boundaries of the county; "hospital" means and includes a hospital maintained by the county or a hospital which under an agreement with the county provides for the care and evaluation of those persons detained pursuant to this Act; "designated place" means a hospital, as above defined, or any other suitable place designated in a resolution of the governing body of the county as a place for the care and evaluation of persons detained pursuant to said Act; "the Director" means the person in charge of the emergency room of the hospital or in charge of the other suitable place named by the county governing body as a designated place; "psychiatric staff" means the staff of psychiatrists which makes the psychiatric evaluations provided for in this Act, which staff may be employed by the county or by a hospital which under an agreement with the county makes psychiatric evaluations provided for by this Act."

Section 2. It is hereby provided that Section 4 of Act No. 17 of the Second Special Session of the Legislature of Alabama of 1975 is hereby amended so as to read as follows:

"Section 4. APPREHENSION, DETENTION AND EVALUATION PROCEDURE. When any law enforcement officer has reasonable cause for believing that a person within the County is mentally ill and further believing that such person is likely to endanger himself or others, such law enforcement officer shall take such person into custody and carry him directly to the designated place where the law enforcement officer will deliver the said person to the Director and inform the Director that, in the opinion of the law enforcement officer, the said person is mentally ill.

"The Director shall immediately notify a member of the



psychiatric staff that a mentally ill person has been received at the designated place. Said psychiatric staff member shall immediately perform such initial examination and observation which, coupled with whatever other information concerning the person's behaviour may be available, will allow him to make a determination as to whether or not to admit the person to the hospital as a mentally ill patient for further observation and attention.

"Upon a determination by said staff member that the person does not require admission to the hospital the staff member will so advise the enforcement officer and cause the person to be released from the hospital. Upon such release from the hospital, the law enforcement officer shall immediately release the person into his own custody unless such law enforcement officer has some legal cause for detaining such person other than such person's mental condition. If the person is released into his own custody and if requested by the person, the law enforcement officer shall immediately deliver him to his residence or other place of abode if within the county.

"Upon a determination by the psychiatric staff member that the mentally ill person should be admitted to the hospital, said staff member shall proceed with admission of the person to where he shall be detained.

"No later than the next business day following the date of admission, the psychiatric staff member shall notify the Probate Judge, or the Assistant Probate Judge, of the county, of the admission to the hospital of a mentally ill person. The Probate Judge or the Assistant Probate Judge shall immediately arrange a hearing to determine whether the detention of the mentally ill person is based upon probable cause to believe that confinement is necessary under constitutionally proper standards for commitment and that the detention should continue until an inquisition is held.

"The probable cause hearing shall be held at the hospital in a suitable room other than the mentally ill person's quarters. Appropriate street dress shall be made available to each such person if not already available to him. Prior to said probable cause hearing the Probate Court shall furnish adequate notice informing the person (or his counsel) of the time and place of the hearing and of the factual grounds upon which the proposed commitment is predicated and the reasons for the necessity of confinement. The Probate Court shall require that the mentally ill person be represented by counsel at the hearing, which counsel shall be appointed by the Court if necessary. The Probate Court shall require the presence of the mentally ill person at the hearing unless his presence is waived by counsel and approved by the Court after an adversary



hearing at the conclusion of which the Court judicially finds and determines that the person is so mentally or physically ill as to be incapable of attending the probable cause hearing. In no event may detention in the absence of a probable cause hearing exceed seven (7) days from the date of the initial detention.

"If the Court finds and determines that there is no probable cause to detain the person, as stated above, the Court shall immediately cause the person to be dismissed from the hospital and released provided, however, if criminal charges have been placed against the individual and the hospital has been so notified by the Probate Judge, the hospital shall release the person into the custody of the appropriate law enforcement officer.

"If the Court determines there is probable cause to detain the person pending a full hearing on the need for commitment, the Court shall issue a mittimus or commitment of the person to the hospital until said proceedings may be held as provided by law. Provided, however, such proceedings shall be held within a reasonable time following initial detention, but in no event sooner than will permit adequate preparation of the case by counsel, or later than thirty (30) days from the date of the initial detention."

Section 3. This Act shall become effective on its approval by the Governor or on its otherwise becoming a law.

Approved September 16, 1975.

Time: 3:45 P.M.

Act No. 354

H. 1052—Hill, Greer, Coburn

Relating to Lauderdale County; setting the compensation and expense allowance of certain officials.

*Be It Enacted by the Legislature of Alabama:*

Section 1. The following county officials shall have the indicated annual salary and the indicated monthly expense allowance, viz:

	Annual Salary	Monthly Expense Allowance
Probate Judge	\$18,000	\$100.00
Circuit Clerk	16,200	100.00
Tax Assessor	15,000	150.00
Tax Collector	15,000	100.00
Circuit Court Register	15,000	None

## 2023 Budget & Finance Committee Meeting Submission Sheet

Date Submitted: July 19, 2023  
For Meeting Date: July 25, 2023

**Description of item as it should appear on agenda:**

A Public Transportation Services Agreement between the Birmingham-Jefferson County Transit Authority ("BJCTA") and the City of Birmingham, under which the BJCTA will provide public transportation services, as part of a transit system, to include fixed route and demand response (paratransit) services and Bus Rapid Transit (BRT) services within the City limits, for an amount not to exceed \$14,000,000, which compensation is comprised of \$11,000,000 for fixed route and paratransit services and \$3,000,000 for BRT services.

Submitted by: Chaz Mitchell

Department: Mayor's Office

Extension: 2771

Recommended Funding Source:

[001 400 96300 96301.550-004 - Annual Contributions Transportation - BJCTA  
Fixed Routes \$11,000,000]

[001 400 96300 96316.550-004 - Annual Contributions Transportation - BJCTA  
Birmingham Xpress - \$3,000,000]

Amount: \$14,000,000

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Please use this form to submit each item to be placed on the Budget & Finance Committee Agenda. Use a plain sheet of paper, if needed, for additional item description.

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**\*\*\* Submit agenda items by email to LaQuita Wilson at  
[laquita.wilson@birninghamal.gov](mailto:laquita.wilson@birninghamal.gov)**

**no later than 12:00 p.m. on the Wednesday before the upcoming committee meeting date. Digital copies of this sheet must be submitted in Microsoft Word format.**

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STATE OF ALABAMA )

JEFFERSON COUNTY )

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made effective as of the Commencement Date set forth in Section 2 below, between RJ Building, LLC, an Alabama limited liability company organized under the laws of the State of Alabama (hereinafter called "Lessor") and the City of Birmingham, Alabama, a municipal corporation organized under the laws of the State of Alabama (hereinafter called "Lessee").

WITNESSETH:

1. PREMISES. Lessor does hereby rent and lease to Lessee and Lessee does hereby rent and lease from Lessor space totaling approximately 54,136 square feet (hereinafter called the "Premises," as more specifically designated on the attached Exhibit A), of that certain property known as Mazer Discount Home Center (the "Property"), which is comprised of a total of approximately 430,888 square feet. The Property is located at 2 – South 41st Street S, in the City of Birmingham, Alabama, and owned by the Lessor.

2. TERM. The initial term of this Lease shall be twelve (12) months commencing on August 1, 2023 (the "Commencement Date"), and ending July 31, 2024 (the "Initial Term").

3. RENT. Lessee agrees to pay rent for the Premises in equal monthly installments of Ten Thousand Eight Hundred and No/100 Dollars (\$10,800.00) on or before the 10th day of each month during the term of this Lease.

4. USE. Lessee will use and occupy the Premises for the sole purpose of conducting business operations related to City of Birmingham Fire Department activities (the "Project"). Lessee will not use, occupy or permit the use or occupancy of the Premises for any purpose which is forbidden by law, ordinance, or governmental regulation or order, or permit the maintenance of any public or private nuisance.

5. CONDITION OF PREMISES. Lessor agrees to deliver and Lessee agrees to take possession of the Premises in a broom clean condition, free of all trash, debris, mold and gross accumulations of mildew, and standing water, but otherwise in an "as is" condition upon the Commencement Date. Nothing herein contained shall be construed as a warranty that the Premises are in good condition or are fit or suitable for the use or purpose for which they are let. Lessor has made no representations or promises with respect to the Premises except as herein expressly set forth. Lessee has examined the Premises and accepts the Premises in the physical condition in which the same now exists, subject to Lessor's obligations under this Section 5.

6. IMPROVEMENTS, ALTERATIONS AND ADDITIONS. Lessee agrees to make any improvements as are necessary and approved in writing by Lessor to prepare the Premises for Lessee's occupancy as provided herein. It is agreed that the costs associated with any construction for Lessee's use within the Premises will be completed at Lessee's sole cost and expense.

6



Lessee, upon prior written approval and at its own expense, shall have the right from time to time (i) to improve, alter, renovate or repair any and all improvements now or hereafter located on the Premises, (ii) construct and erect any and all additional improvements on the Premises necessary to prepare the Premises for Lessee's occupancy as provided herein, and (iii) to make any and all alterations and additions to the Premises, provided that all work performed by Lessee at the Premises shall be done in a good and workmanlike manner and in compliance with all applicable laws, rules and regulations.

All temporary furnishings placed on the Premises by Lessee shall remain the property of Lessee and may be removed at the end of the term of this Lease or the earlier termination of this Lease, provided, however, that Lessee shall repair in good and workmanlike manner all damage to the Premises resulting from such removal.

Any fixtures or equipment which cannot be readily removed without damage to the Premises and all permanent alterations or repairs to the Premises performed by Lessee shall become the property of the Lessor and shall remain with the Premises at the expiration of the term of this Lease or the earlier termination of this Lease.

7. REPAIRS AND MAINTENANCE. Lessor shall provide for the cleaning, painting and day-to-day maintenance of the public portions of the Property, including parking areas and landscaping around the Property, and shall keep the Property and public areas in a clean, neat and attractive condition. Lessor shall maintain and operate the heating and air conditioning system for all parts of the Property in a reasonable and efficient manner. All capital repairs and improvements, including any capital expenditure required to ensure proper functioning of all Property equipment and systems, such as elevators, plumbing, electrical, heating and air conditioning, and similar equipment and systems, are the responsibility of Lessor. Lessee shall take reasonable steps to notify Lessor of any problems with such equipment and systems.

Lessee will be responsible for all routine repairs to and maintenance of the Premises and shall keep the Premises in good order, condition and repair during the term of this Lease. Lessee agrees, at its expense, to repair or replace promptly any damage or injury done to the Property, or any part thereof, caused by Lessee, Lessee's agents, employees, licensees, invitees or visitors, in such manner that after such repair or replacement, the condition of the Property, or part thereof, so repaired or replaced will be in as good a condition as existed at the beginning of the term of this Lease, reasonable wear and tear accepted. Lessor agrees, at its expense, to repair or replace promptly any damage to the Premises, or any part thereof, caused by Lessor, Lessor's agents, employees, licensees, invitees or visitors.

8. MECHANICS' LIENS AND CLAIMS. Lessee shall not permit to be created nor to remain undischarged any lien, encumbrance or charge arising out of any work of any contractor, mechanic, laborer or materialman which might be or become a lien, encumbrance or charge upon the Premises; and Lessee shall not suffer any other matter or thing whereby the estate, right and interest of Lessor in the Premises might be impaired. If any lien or notice of lien on account of any alleged debt of Lessee shall be filed against the Premises, Lessee shall, within sixty (60) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.



9. TAXES AND OTHER GOVERNMENTAL CHARGES. Lessor will pay:

(1) all truces and governmental charges of any kind whatsoever that may lawfully be assessed or levied against or with respect to the Premises, including; without limiting the generality of the foregoing, any taxes levied upon or with respect to the Premises which, if not paid, would become a lien on the Premises or a charge on the revenues and receipts therefrom prior to or on a parity with the charge thereon; and

(2) all assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Premises; provided that, with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as are required to be paid during any period while the Lease shall be in effect.

Lessee will forward to Lessor any bills, statements, assessments, notices or other instruments asserting or otherwise relating to any such property taxes, assessments or charges.

10. UTILITIES. Lessee shall pay for all water, electricity and gas utilities in connection with the use and operation of the Premises. Lessee agrees to pay directly to the provider all other utility services, such as but not limited to telephone and internet, when due.

11. RIGHT OF ENTRY. Lessor, or any of its agents, shall have the right to enter the Premises during all reasonable hours upon reasonable notice to Lessee, and in the event of an emergency at any time without notice, to examine the same or to make such inspections, repairs, additions or alterations as may be deemed necessary for the safety or preservation of the Premises, provided that Lessor shall exercise such rights in a manner so as to minimize interference with Lessee's use and operation of the Premises, and provided further that neither Lessor's right to enter upon the Premises for the purposes of making such repairs nor the fact that Lessor makes any such repairs shall be deemed to create any obligation or responsibility of Lessor for any other or subsequent repairs unless otherwise specifically provided in this Lease.

Lessor acknowledges that Lessee's activities may involve communications and the provision of information of a sensitive nature by and between Lessee's employees those served and that such information may be contained and stored in various written or recorded forms on the Premises. Accordingly, Lessor agrees that it shall not enter Lessee's interior offices located within the Premises for routine repairs or maintenance without prior notice to and consent by Lessee, which consent will not be unreasonably withheld but may be conditioned on such conditions as may be reasonably necessary in order for Lessee to maintain confidentiality of its client records. This limitation on entry shall not be deemed to prevent Lessor from entering upon the Premises in the event of fire or other emergency requiring immediate entry of the interior offices without prior notice.

12. PERSONAL PROPERTY. All personal property placed or installed by Lessee in the Premises shall be and remain at Lessee's risk, and Lessor shall not be liable for any damages to nor loss of such personal property arising from acts of negligence of any persons, other than agents or employees of Lessor.



13. LIABILITY INSURANCE; WAIVER OF SUBROGATION.

(a) Lessor acknowledges that Lessee is a municipal corporation and accordingly, Lessee shall not be required to maintain public liability insurance or fire insurance on the Premises.

(b) Lessor shall not be liable for any damage to Lessee's property caused by fire or other peril which would normally be includable in the coverage afforded by the standard form of fire insurance policy with extended coverage endorsement attached (whether or not such coverage is in effect). Lessee shall be responsible for any insurance coverage with respect to its equipment and other personal property located on the Premises.

14. REGULATIONS AND LAWS. Lessor and Lessee shall comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state, and local governments, applicable to the Premises and shall also comply with all rules, orders and regulations of applicable governmental authorities, including but not limited to the Americans with Disabilities Act.

Lessee shall at all times comply with applicable local, state and federal laws, ordinances and regulations relating to Hazardous Waste. For purposes of this Lease: "Hazardous Waste" means and includes asbestos, oil, ureaformaldehyde, PCB's, or other hazardous air pollutants, toxic pollutants or hazardous wastes as those terms are used in (or for purposes of) the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Air Act and the Clean Water Act, any so-called "Superfund" or "superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, or relating to or imposing liability or standards of conduct concerning any material or waste substance which is dangerous, injurious, or toxic to organisms or the environment, as now or at anytime hereafter in effect. Copies of any notice served on Lessee by any entity, governmental body, or individual claiming any violation of any Regulations will be forwarded to Lessor within ten (10) days of receipt thereof.

15. CONDEMNATION. If the entire Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority or conveyance shall be made in lieu thereof, or if the lease between the Lessor shall terminate for any reason, the Lease shall terminate as of the date of such taking or termination. If any part of the Premises shall be taken, rendering the remaining portion unsuitable for the business of Lessee, Lessee shall have the option to terminate the Lease.

If a portion of the Premises is taken, or conveyance made in lieu thereof, and if the Lease shall not be terminated as provided in this section, then the Rent shall be abated for the balance of the term of this Lease remaining subsequent to such taking in proportion to the space so taken and the Lessor shall at its own expense restore the remaining portion of the Premises to a complete architectural unit of substantially like quality and character as existed prior to such taking or conveyance; provided, however, that Lessor's obligation to restore shall be limited to that portion of the net proceeds of the condemnation award to



Lessor allocable to the Premises.

16. FIRE AND OTHER CASUALTY. If the Premises shall be damaged or destroyed by fire or any other casualty insurable under standard fire and extended coverage insurance, and the proceeds of the insurance coverage maintained by Lessor is available to Lessor in the amount of the full replacement cost of the damages or destroyed portion of the Premises, Lessor shall promptly repair and restore the Premises to their previously undamaged condition, in which event the Lease shall continue to full force and effect; provided, however, that if repair and restoration is not possible, in accordance with reasonable estimates, within a period of one hundred eighty (180) days of work during normal working hours, or is not, in fact, completed within a like period, commencing with the date of such casualty, or if sufficient insurance proceeds are not available to Lessor as hereinabove provided and Lessor does not elect to advance the additional funds required to complete reconstruction, then Lessee shall have the right to terminate this Lease upon thirty (30) days notice to Lessor. The term "partial destruction" as used in the preceding sentence shall be deemed to mean damage or destruction to an extent of at least thirty-three and one-third ( $33 \frac{1}{3}$ ) of the then replacement cost of the Premises. If the Premises shall be damaged as a result of a risk not insurable under standard fire and extended coverage insurance, or if sufficient insurance proceeds are not available to Lessor as hereinabove provided, or if the Property of which the Premises is a part (whether or not the Premises are damaged) shall be damaged to the extent of fifty percent (50%) or more of then replacement cost, Lessor shall within thirty (30) days following such casualty commence repair and restoration of the damage and prosecute the same diligently to completion in which event the Lease shall continue in full force and effect, or Lessor may within said thirty (30) day period elect not to so repair and restore, in which event the Lease shall terminate. In either of such events, Lessor shall give Lessee notice of its intention within said thirty (30) day period; provided, however, that if repair and restoration is not possible, in accordance with reasonable estimate, within a period of one hundred eighty (180) days of work during normal working hours, or is not, in fact, completed within a like period, commencing with the date of such casualty, then in either of such events Lessee shall have the right to terminate the Lease upon thirty (30) days notice to Lessor.

If this Lease is not terminated as provided under this Section 16, the Rent shall be abated proportionately with the degree to which Lessee's use of the Premises or its business therein is interfered with or impaired, commencing with the date of such casualty and continuing until the Premises are rendered wholly tenantable. All repairs and restoration shall be at Lessor's cost and expense except that, unless the Lease is terminated as provided in this Section, Lessee shall repair and reaffix its trade fixtures and equipment installed by Lessee and its furniture, furnishing, and floor coverings, in a manner and to at least a condition equal to that existing prior to their damage or destruction.

In the event of termination of the Lease under this Section 16, all Rent and other charges shall be payable only to the date of the happening of such casualty resulting in the termination of this Lease and any Rent and other charges paid in advance shall be promptly refunded by Lessor to Lessee. In the event of such termination, Lessee shall share in the insurance proceeds paid by the insurer on the account of such casualty to the extent of the unamortized cost of Lessee's Leasehold improvements (amortized on a straight-line basis over the term of this Lease) erected and paid for by Lessee, less any contributions thereto



made by Lessor.

17. **DEFAULTS AND REMEDIES.** The occurrence of any of the following events shall constitute an event of default ("Event of Default") under this Lease:

- (a) the Premises shall be abandoned for a period of at least sixty (60) consecutive days after Lessee has commenced occupancy of the Premises following the development thereof for Lessee's use;
- (b) Lessee's or Lessor's failure to comply with any term, provision, condition, or covenant of this Lease, and which failure shall not be cured within sixty (60) days of receipt of written notice of such failure to comply (unless such failure cannot be cured within such period and Lessee has commenced such cure and is prosecuting it to completion);
- (c) the Leasehold interest of Lessee in the Lease is levied or under execution.

Upon the occurrence of any such Event of Default caused by Lessee, Lessor, upon giving thirty (30) days written notice to Lessee, shall have the option of terminating this Lease, in which event Lessee shall immediately surrender the Premises to Lessor; but if Lessee shall fail to do so, Lessor may, without further notice and without prejudice to any other remedy Lessor may have for possession or arrearage in rent or damages for breach of contract, enter upon the Premises and expel or remove Lessee and its effects.

Upon the occurrence of any such Event of Default caused by Lessor, Lessee, upon giving sixty (60) days written notice to Lessor, shall have the option of terminating this Lease, in which event Lessee shall immediately surrender the Premises to Lessor and Lessee shall have no further liability or obligation for obligations accruing subsequent to termination.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law.

18. **TERMINATION OF LEASE.** This lease shall automatically terminate upon the expiration of the Initial Term unless extended as provided in Section 2 above.

19. **SURRENDER OF PREMISES; HOLDING OVER.** Lessee agrees to surrender the Premises to Lessor at the end of the term of this Lease and/or upon any cancellation or termination of this Lease. At cancellation or termination of this Lease, Lessee shall surrender the Premises and keys thereof to Lessor in good condition, broom clean, reasonable wear and tear excepted, condemnation and repairs required hereunder to be made by Lessor excepted, and damage by fire or other insured casualty excepted, and Lessee shall promptly remove from the Premises all signs, trash, debris, and property of Lessee.

All alterations, additions, and improvements, except only office furniture and equipment, which can be readily removable without damage to the Premises, shall be and remain a part of the Premises at the expiration of this Lease, unless Lessor demands their removal, in which case Lessee shall immediately cause the removal thereof and shall be responsible for the cost thereof and also for any damage to the Premises caused by such removal.

If personal property and effects of Lessee remain on the Premises for a period of ten (10) days after the termination of this Lease then Lessor may, at its option, deem such property and effects to be abandoned.

If Lessee remains in possession of the Premises after the cancellation or termination of the Lease, with or without Lessor's acquiescence and without any distinct agreement of the parties, Lessee shall be a tenant at will and there shall be no renewal of this Lease by operation of law.

20. QUIET ENJOYMENT. As long as Lessee is not in default hereunder and Lessor is seized of the Premises, Lessee shall have quiet and peaceful enjoyment thereof as against any adverse claim of Lessor or any party claiming under Lessor.

21. NONDISCRIMINATION. Lessee shall exercise the rights, privileges and licenses granted to it under this Lease so as not to discriminate because of national origin, ethnicity, race, religion, sex, color, age, handicapped status or political affiliation in its employment practices, providing of services or in any other manner in the operation of the Project.

22. NOTICES. Any notices required to be given hereunder, or that either party hereto may desire to give to the other, shall be in writing. Such notices may be (a) delivered by hand, or (b) delivered by United States mail, registered or certified, return receipt requested, postage prepaid, addressed as follows:

to Lessor: RJ Building, LLC  
3153 Bellwood Drive  
Vestavia, AL 35243

with copies to: Phillip D. Corley, Jr.  
Wallace, Jordan, Ratliff & Brandt, LLC  
800 Shades Creek Parkway, Suite 400  
Birmingham, Alabama 35209

to Lessee: City of Birmingham, Alabama  
Office of the Mayor  
710 North 20th Street  
Birmingham, Alabama 35203  
Attention: Chief of Operations

with copies to: City of Birmingham, Alabama  
Law Department  
710 North 20th Street, Room 600  
Birmingham, Alabama 35203  
Attention: Attorney Alan L. Foster

City of Birmingham, Alabama Fire Department  
1808 7<sup>th</sup> Avenue North  
Birmingham, Alabama 35203  
Attention: Fire Chief



23. **BROKERS' FEES.** Lessor and Lessee represent that they have not retained any lenders, real estate brokers, finders or other persons or entities in connection with this Lease that are entitled to a lender's fee, real estate commission, finder's fee or other fee.

24. **LIABILITY.** Lessee shall not be liable for any injury or damage caused to any person or property arising directly or indirectly out of the business conducted in or the use of or occupancy of the Premises or arising directly or indirectly from any act or omission of Lessor or its employees, agents, contractors or invitees, and from and against any and all costs, expenses and liabilities.

Lessor agrees to indemnify and save Lessee harmless from and against any and all claims and demands (except such as result from the negligence of Lessee or its employees, agents or contractors) for or in connection with any accident, injury or damage whatsoever caused to any person or property arising directly or indirectly from any act or omission of Lessor or any tenant, licensee, contractor, agent or employee of Lessor, or their respective employees, agents, contractors or invitees, and from and against any and all costs, expenses and liabilities incurred in connection with any such claims and/or proceedings brought thereon.

25. **ASSIGNMENT; LEASE.**

(a) Neither Lessor nor Lessee shall, without the prior written consent of the other party, assign this Lease or any interests hereunder, sublease the Premises or pledge the subleasehold interest for any reason. Any such consent to an assignment shall require, as a condition thereto (i) that the original Lessee shall remain fully liable hereunder for the full term of this Lease; (ii) that if the such assignment involves a higher total rent than is provided for hereunder, the excess rent shall be paid to Lessor; and (iii) that Lessor shall retain the right of consent or non-consent as to any further such assignments and pledges.

(b) In no event shall any assignment or subletting of all or any portion of the Premises release Lessee from any obligations under the Lease, unless such release shall be evidenced by Lessor's express written agreement.

26. **TIME OF THE ESSENCE.** It is understood and agreed between the parties hereto that time is of the essence in all of the terms and provisions of this Lease.

27. **INDEPENDENT CONTRACTUAL RELATIONSHIP.** Nothing within any of the provisions of this Lease shall be deemed in any way to create between the parties any relationship of partnership, joint venture or other association. The parties hereto disclaim any such relationship and declare that their relationship is that of a contract between independent parties.

28. **NO THIRD PARTY BENEFICIARIES.** Lessor and Lessee do not intend that any right or benefit be created or inure to any third party by the terms of this Lease, either expressed or implied.

29. **SEVERABILITY.** If any provision of this Lease or its application to any person



or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

30. WAIVER. No waiver of any condition or covenant of this Lease by either party shall be deemed to imply or constitute a further waiver by such party of any other condition or covenant of this Lease. The rights and remedies created by this Lease are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

31. GOVERNING LAW. This Lease shall in all respects be governed by and construed in accordance with the laws of the State of Alabama.

32. SECTION CAPTIONS. The section headings and captions contained herein are included for convenience only and shall not be considered a part hereof or affect in any manner the construction or interpretation hereof

33. BINDING EFFECT. This Lease and all covenants, obligations, and conditions hereof shall inure to the benefit of and shall be binding upon the parties, and their respective successors and assigns.

34. RECORDATION. The parties agree not to record this Lease or any memorandum hereof without the prior written consent of the other party.

35. DELAYED OCCUPANCY. If, for any reason, the Premises shall not be ready for occupancy by Lessee upon the Commencement Date, this Lease shall not be affected thereby, nor shall Lessee have claim against Lessor by reason thereof, but no Rent shall be payable for the period during which the Premises are not ready for occupancy.

36. IMMIGRATION ACT COMPLIANCE. (a) Licensee represents and warrants that it does not knowingly employ, hire for employment, or continue to employ an "unauthorized alien," as defined by the *Beason-Hammon Alabama Taxpayer and Citizen Protection Act*, Act No. 2011-535, as amended (the "Act") and that, during the performance of this Agreement, Licensee shall participate in the E-Verify program as required under the terms of the Act. (b) By signing this Agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. (c) Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

37. DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION. City of Birmingham Ordinance Number 07-229 reads as follows: "The City of Birmingham shall include written language in all Request for Proposals (RFP's) and Contracts encouraging minority and women owned business participation. As a matter of public policy, the City of Birmingham agrees to make opportunities available to the maximum extent possible, to actively include Historically Underutilized Business Enterprises (HUBE's) such as architectural firms, engineering firms, investment banking firms, other professional consultant services providers, and construction contractors as part of business, economic and community revitalization programs."

38. BOYCOTTING ACTIVITIES. By signing this Agreement, Lessor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

39. ENTIRE AGREEMENT. This Lease contains the entire agreement of the parties and no representations or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No modification, amendment or alteration of the Lease shall be effective unless shall be in writing and signed by Lessee and Lessor.

[SIGNATURES ARE ON THE FOLLOWING PAGE]



IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease the day and year set forth below, effective as of the date first above written.

ATTEST:

LESSEE:

**CITY OF BIRMINGHAM, ALABAMA**

\_\_\_\_\_  
Lee Frazier, City Clerk

By: \_\_\_\_\_  
Randall Woodfin., Mayor

Date: \_\_\_\_\_

LESSOR:

**RJ BUILDING, LLC**

Witness: \_\_\_\_\_

By: \_\_\_\_\_  
Russell K. Sandlin, Member

Date: \_\_\_\_\_

Approved as to Form by Law Department:

\_\_\_\_\_  
Assistant City Attorney

Date: \_\_\_\_\_

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## EXHIBIT A

SUB DIVISON1: AVONDALE

SUB DIVISON2:

PRIMARY BLOCK: 1

PRIMARY LOT: 4-6

MAP BOOK: 1 PAGE: 221

MAP BOOK: 0 PAGE: 0

SECONDARY BLOCK:

SECONDARY LOT:

**METES AND BOUNDS:** LOT 4 EXC THE W 75 FT & ALL OF LOT 5 & S 159 FT OF LOT 6 BLK 1 AVONDALE

**PARCEL #:** 23 00 29 3 012 005.000

STATE OF ALABAMA )

JEFFERSON COUNTY )

## LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made effective as of the Commencement Date set forth in Section 2 below, between RJ Building, LLC, an Alabama limited liability company organized under the laws of the State of Alabama (hereinafter called "Lessor") and the City of Birmingham, Alabama, a municipal corporation organized under the laws of the State of Alabama (hereinafter called "Lessee").

## WITNESSETH:

1. PREMISES. Lessor does hereby rent and lease to Lessee and Lessee does hereby rent and lease from Lessor space totaling approximately 54,136 square feet (hereinafter called the "Premises," as more specifically designated on the attached Exhibit A), of that certain property known as Mazer Discount Home Center (the "Property"), which is comprised of a total of approximately 430,888 square feet. The Property is located at 2 - South 41st Street, in the City of Birmingham, Alabama, and owned by the Lessor.
2. TERM. The initial term of this Lease shall be seven (7) months commencing on January 2023 (the "Commencement Date"), and ending July 31, 2023 (the "Initial Term").
3. RENT. Lessee agrees to pay rent for the Premises in equal monthly installments of Eighteen Thousand Five Hundred Fourteen and 29/100 Dollars (\$18,514.29) on or before the 10th day of each month during the term of this Lease.
4. USE. Lessee will use and occupy the Premises for the sole purpose of conducting business operations related to City of Birmingham Fire Department activities (the "Project"). Lessee will not use, occupy or permit the use or occupancy of the Premises for any purpose which is forbidden by law, ordinance, or governmental regulation or order, or permit the maintenance of any public or private nuisance.
5. CONDITION OF PREMISES. Lessor agrees to deliver and Lessee agrees to take possession of the Premises in a broom clean condition, free of all trash, debris, mold and gross accumulations of mildew, and standing water, but otherwise in an "as is" condition upon the Commencement Date. Nothing herein contained shall be construed as a warranty that the Premises are in good condition or are fit or suitable for the use or purpose for which they are let. Lessor has made no representations or promises with respect to the Premises except as herein expressly set forth. Lessee has examined the Premises and accepts the Premises in the physical condition in which the same now exists, subject to Lessor's obligations under this Section 5.
6. IMPROVEMENTS, ALTERATIONS AND ADDITIONS. Lessee agrees to make any improvements as are necessary and approved in writing by Lessor to prepare the Premises for Lessee's occupancy as provided herein. It is agreed that the costs associated with any construction for Lessee's use within the Premises will be completed at Lessee's sole cost and expense.

Lessee, upon prior written approval and at its own expense, shall have the right from time to time (i) to improve, alter, renovate or repair any and all improvements now or hereafter located on the Premises, (ii) construct and erect any and all additional improvements on the Premises necessary to prepare the Premises for Lessee's occupancy as provided herein, and (iii)

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to make any and all alterations and additions to the Premises, provided that all work performed by Lessee at the Premises shall be done in a good and workmanlike manner and in compliance with all applicable laws, rules and regulations.

All temporary furnishings placed on the Premises by Lessee shall remain the property of Lessee and may be removed at the end of the term of this Lease or the earlier termination of this Lease, provided, however, that Lessee shall repair in good and workmanlike manner all damage to the Premises resulting from such removal.

Any fixtures or equipment which cannot be readily removed without damage to the Premises and all permanent alterations or repairs to the Premises performed by Lessee shall become the property of the Lessor and shall remain with the Premises at the expiration of the term of this Lease or the earlier termination of this Lease.

7. **REPAIRS AND MAINTENANCE.** Lessor shall provide for the cleaning, painting and day-to-day maintenance of the public portions of the Property, including parking areas and landscaping around the Property, and shall keep the Property and public areas in a clean, neat and attractive condition. Lessor shall maintain and operate the heating and air conditioning system for all parts of the Property in a reasonable and efficient manner. All capital repairs and improvements, including any capital expenditure required to ensure proper functioning of all Property equipment and systems, such as elevators, plumbing, electrical, heating and air conditioning, and similar equipment and systems, are the responsibility of Lessor. Lessee shall take reasonable steps to notify Lessor of any problems with such equipment and systems.

Lessee will be responsible for all routine repairs to and maintenance of the Premises and shall keep the Premises in good order, condition and repair during the term of this Lease. Lessee agrees, at its expense, to repair or replace promptly any damage or injury done to the Property, or any part thereof, caused by Lessee, Lessee's agents, employees, licensees, invitees or visitors, in such manner that after such repair or replacement, the condition of the Property, or part thereof, so repaired or replaced will be in as good a condition as existed at the beginning of the term of this Lease, reasonable wear and tear accepted. Lessor agrees, at its expense, to repair or replace promptly any damage to the Premises, or any part thereof, caused by Lessor, Lessor's agents, employees, licensees, invitees or visitors.

8. **MECHANICS' LIENS AND CLAIMS.** Lessee shall not permit to be created nor to remain undischarged any lien, encumbrance or charge arising out of any work of any contractor, mechanic, laborer or materialman which might be or become a lien, encumbrance or charge upon the Premises; and Lessee shall not suffer any other matter or thing whereby the estate, right and interest of Lessor in the Premises might be impaired. If any lien or notice of lien on account of any alleged debt of Lessee shall be filed against the Premises, Lessee shall, within sixty (60) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.

9. **TAXES AND OTHER GOVERNMENTAL CHARGES.** Lessor will pay:

(1) all taxes and governmental charges of any kind whatsoever that may lawfully be assessed or levied against or with respect to the Premises, including; without limiting the generality of the foregoing, any taxes levied upon or with respect to the Premises which, if not paid, would become a lien on the Premises or a charge on the revenues and receipts therefrom



prior to or on a parity with the charge thereon; and

(2) all assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Premises; provided that, with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as are required to be paid during any period while the Lease shall be in effect.

Lessee will forward to Lessor any bills, statements, assessments, notices or other instruments asserting or otherwise relating to any such property taxes, assessments or charges.

10. UTILITIES. Lessee shall pay for all water, electricity and gas utilities in connection with the use and operation of the Premises. Lessee agrees to pay directly to the provider all other utility services, such as but not limited to telephone and internet, when due.

11. RIGHT OF ENTRY. Lessor, or any of its agents, shall have the right to enter the Premises during all reasonable hours upon reasonable notice to Lessee, and in the event of an emergency at any time without notice, to examine the same or to make such inspections, repairs, additions or alterations as may be deemed necessary for the safety or preservation of the Premises, provided that Lessor shall exercise such rights in a manner so as to minimize interference with Lessee's use and operation of the Premises, and provided further that neither Lessor's right to enter upon the Premises for the purposes of making such repairs nor the fact that Lessor makes any such repairs shall be deemed to create any obligation or responsibility of Lessor for any other or subsequent repairs unless otherwise specifically provided in this Lease.

Lessor acknowledges that Lessee's activities may involve communications and the provision of information of a sensitive nature by and between Lessee's employees those served and that such information may be contained and stored in various written or recorded forms on the Premises. Accordingly, Lessor agrees that it shall not enter Lessee's interior offices located within the Premises for routine repairs or maintenance without prior notice to and consent by Lessee, which consent will not be unreasonably withheld but may be conditioned on such conditions as may be reasonably necessary in order for Lessee to maintain confidentiality of its client records. This limitation on entry shall not be deemed to prevent Lessor from entering upon the Premises in the event of fire or other emergency requiring immediate entry of the interior offices without prior notice.

12. PERSONAL PROPERTY. All personal property placed or installed by Lessee in the Premises shall be and remain at Lessee's risk, and Lessor shall not be liable for any damages to nor loss of such personal property arising from acts of negligence of any persons, other than agents or employees of Lessor.

13. LIABILITY INSURANCE; WAIVER OF SUBROGATION.

(a) Lessor acknowledges that Lessee is a municipal corporation and accordingly, Lessee shall not be required to maintain public liability insurance or fire insurance on the Premises.

(b) Lessor shall not be liable for any damage to Lessee's property caused by fire or other peril which would normally be includable in the coverage afforded by the standard



form of fire insurance policy with extended coverage endorsement attached (whether or not such coverage is in effect). Lessee shall be responsible for any insurance coverage with respect to its equipment and other personal property located on the Premises.

14. REGULATIONS AND LAWS. Lessor and Lessee shall comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state, and local governments, applicable to the Premises and shall also comply with all rules, orders and regulations of applicable governmental authorities, including but not limited to the Americans with Disabilities Act.

Lessee shall at all times comply with applicable local, state and federal laws, ordinances and regulations relating to Hazardous Waste. For purposes of this Lease: "Hazardous Waste" means and includes asbestos, oil, ureaformaldehyde, PCB's, or other hazardous air pollutants, toxic pollutants or hazardous wastes as those terms are used in (or for purposes of) the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Air Act and the Clean Water Act, any so-called "Superfund" or "superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, or relating to or imposing liability or standards of conduct concerning any material or waste substance which is dangerous, injurious, or toxic to organisms or the environment, as now or at anytime hereafter in effect. Copies of any notice served on Lessee by any entity, governmental body, or individual claiming any violation of any Regulations will be forwarded to Lessor within ten (10) days of receipt thereof.

15. CONDEMNATION. If the entire Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority or conveyance shall be made in lieu thereof, or if the lease between the Lessor shall terminate for any reason, the Lease shall terminate as of the date of such taking or termination. If any part of the Premises shall be taken, rendering the remaining portion unsuitable for the business of Lessee, Lessee shall have the option to terminate the Lease.

If a portion of the Premises is taken, or conveyance made in lieu thereof, and if the Lease shall not be terminated as provided in this section, then the Rent shall be abated for the balance of the term of this Lease remaining subsequent to such taking in proportion to the space so taken and the Lessor shall at its own expense restore the remaining portion of the Premises to a complete architectural unit of substantially like quality and character as existed prior to such taking or conveyance; provided, however, that Lessor's obligation to restore shall be limited to that portion of the net proceeds of the condemnation award to Lessor allocable to the Premises.

16. FIRE AND OTHER CASUALTY. If the Premises shall be damaged or destroyed by fire or any other casualty insurable under standard fire and extended coverage insurance, and the proceeds of the insurance coverage maintained by Lessor is available to Lessor in the amount of the full replacement cost of the damages or destroyed portion of the Premises, Lessor shall promptly repair and restore the Premises to their previously undamaged condition, in which event the Lease shall continue to full force and effect; provided, however, that if repair and restoration is not possible, in accordance with



reasonable estimates, within a period of one hundred eighty (180) days of work during normal working hours, or is not, in fact, completed within a like period, commencing with the date of such casualty, or if sufficient insurance proceeds are not available to Lessor as hereinabove provided and Lessor does not elect to advance the additional funds required to complete reconstruction, then Lessee shall have the right to terminate this Lease upon thirty (30) days notice to Lessor. The term "partial destruction" as used in the preceding sentence shall be deemed to mean damage or destruction to an extent of at least thirty-three and one-third ( $33 \frac{1}{3}$ ) of the then replacement cost of the Premises. If the Premises shall be damaged as a result of a risk not insurable under standard fire and extended coverage insurance, or if sufficient insurance proceeds are not available to Lessor as hereinabove provided, or if the Property of which the Premises is a part (whether or not the Premises are damaged) shall be damaged to the extent of fifty percent (50%) or more of then replacement cost, Lessor shall within thirty (30) days following such casualty commence repair and restoration of the damage and prosecute the same diligently to completion in which event the Lease shall continue in full force and effect, or Lessor may within said thirty (30) day period elect not to so repair and restore, in which event the Lease shall terminate. In either of such events, Lessor shall give Lessee notice of its intention within said thirty (30) day period; provided, however, that if repair and restoration is not possible, in accordance with reasonable estimate, within a period of one hundred eighty (180) days of work during normal working hours, or is not, in fact, completed within a like period, commencing with the date of such casualty, then in either of such events Lessee shall have the right to terminate the Lease upon thirty (30) days notice to Lessor.

If this Lease is not terminated as provided under this Section 16, the Rent shall be abated proportionately with the degree to which Lessee's use of the Premises or its business therein is interfered with or impaired, commencing with the date of such casualty and continuing until the Premises are rendered wholly tenantable. All repairs and restoration shall be at Lessor's cost and expense except that, unless the Lease is terminated as provided in this Section, Lessee shall repair and reaffix its trade fixtures and equipment installed by Lessee and its furniture, furnishing, and floor coverings, in a manner and to at least a condition equal to that existing prior to their damage or destruction.

In the event of termination of the Lease under this Section 16, all Rent and other charges shall be payable only to the date of the happening of such casualty resulting in the termination of this Lease and any Rent and other charges paid in advance shall be promptly refunded by Lessor to Lessee. In the event of such termination, Lessee shall share in the insurance proceeds paid by the insurer on the account of such casualty to the extent of the unamortized cost of Lessee's Leasehold improvements (amortized on a straight-line basis over the term of this Lease) erected and paid for by Lessee, less any contributions thereto made by Lessor.

17. **DEFAULTS AND REMEDIES.** The occurrence of any of the following events shall constitute an event of default ("Event of Default") under this Lease:

- (a) the Premises shall be abandoned for a period of at least sixty (60) consecutive days after Lessee has commenced occupancy of the Premises following the development thereof for Lessee's use;
- (b) Lessee's or Lessor's failure to comply with any term, provision, condition, or covenant of this Lease, and which failure shall not be cured within sixty (60) days of receipt of



written notice of such failure to comply (unless such failure cannot be cured within such period and Lessee has commenced such cure and is prosecuting it to completion);

(c) the Leasehold interest of Lessee in the Lease is levied or under execution.

Upon the occurrence of any such Event of Default caused by Lessee, Lessor, upon giving thirty (30) days written notice to Lessee, shall have the option of terminating this Lease, in which event Lessee shall immediately surrender the Premises to Lessor; but if Lessee shall fail to do so, Lessor may, without further notice and without prejudice to any other remedy Lessor may have for possession or arrearage in rent or damages for breach of contract, enter upon the Premises and expel or remove Lessee and its effects.

Upon the occurrence of any such Event of Default caused by Lessor, Lessee, upon giving sixty (60) days written notice to Lessor, shall have the option of terminating this Lease, in which event Lessee shall immediately surrender the Premises to Lessor and Lessee shall have no further liability or obligation for obligations accruing subsequent to termination.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law.

18. **TERMINATION OF LEASE.** This lease shall automatically terminate upon the expiration of the Initial Term unless extended as provided in Section 2 above.

19. **SURRENDER OF PREMISES; HOLDING OVER.** Lessee agrees to surrender the Premises to Lessor at the end of the term of this Lease and/or upon any cancellation or termination of this Lease. At cancellation or termination of this Lease, Lessee shall surrender the Premises and keys thereof to Lessor in good condition, broom clean, reasonable wear and tear excepted, condemnation and repairs required hereunder to be made by Lessor excepted, and damage by fire or other insured casualty excepted, and Lessee shall promptly remove from the Premises all signs, trash, debris, and property of Lessee.

All alterations, additions, and improvements, except only office furniture and equipment, which can be readily removable without damage to the Premises, shall be and remain a part of the Premises at the expiration of this Lease, unless Lessor demands their removal, in which case Lessee shall immediately cause the removal thereof and shall be responsible for the cost thereof and also for any damage to the Premises caused by such removal.

If personal property and effects of Lessee remain on the Premises for a period of ten (10) days after the termination of this Lease then Lessor may, at its option, deem such property and effects to be abandoned.

If Lessee remains in possession of the Premises after the cancellation or termination of the Lease, with or without Lessor's acquiescence and without any distinct agreement of the parties, Lessee shall be a tenant at will and there shall be no renewal of this Lease by operation of law.

20. **QUIET ENJOYMENT.** As long as Lessee is not in default hereunder and Lessor is seized of the Premises, Lessee shall have quiet and peaceful enjoyment thereof as against any adverse claim of Lessor or any party claiming under Lessor.

21. **NONDISCRIMINATION.** Lessee shall exercise the rights, privileges and licenses

granted to it under this Lease so as not to discriminate because of national origin, ethnicity, race, religion, sex, color, age, handicapped status or political affiliation in its employment practices, providing of services or in any other manner in the operation of the Project.

22. NOTICES. Any notices required to be given hereunder, or that either party hereto may desire to give to the other, shall be in writing. Such notices may be (a) delivered by hand, or (b) delivered by United States mail, registered or certified, return receipt requested, postage prepaid, addressed as follows:

to Lessor: RJ Building, LLC  
3153 Bellwood Drive  
Vestavia, AL 35243

with copies to: Phillip D. Corley, Jr.  
Wallace, Jordan, Ratliff & Brandt, LLC  
800 Shades Creek Parkway, Suite 400  
Birmingham, Alabama 35209

to Lessee: City of Birmingham, Alabama  
Office of the Mayor  
710 North 20th Street  
Birmingham, Alabama 35203  
Attention: Chief of Operations

with copies to: City of Birmingham, Alabama  
Law Department  
710 North 20th Street, Room 600  
Birmingham, Alabama 35203  
Attention: Attorney Alan L. Foster

City of Birmingham, Alabama Fire Department  
1808 7<sup>th</sup> Avenue North  
Birmingham, Alabama 35203  
Attention: Fire Chief

23. BROKERS' FEES. Lessor and Lessee represent that they have not retained any lenders, real estate brokers, finders or other persons or entities in connection with this Lease that are entitled to a lender's fee, real estate commission, finder's fee or other fee.

24. LIABILITY. Lessee shall not be liable for any injury or damage caused to any person or property arising directly or indirectly out of the business conducted in or the use of or occupancy of the Premises or arising directly or indirectly from any act or omission of Lessor or its employees, agents, contractors or invitees, and from and against any and all costs, expenses and liabilities.

Lessor agrees to indemnify and save Lessee harmless from and against any and all claims and demands (except such as result from the negligence of Lessee or its employees, agents or contractors) for or in connection with any accident, injury or damage whatsoever caused to any person or property arising directly or indirectly from any act or omission of Lessor or any tenant, licensee, contractor, agent or employee of Lessor, or their respective employees,



agents, contractors or invitees, and from and against any and all costs, expenses and liabilities incurred in connection with any such claims and/or proceedings brought thereon.

25. ASSIGNMENT; LEASE.

(a) Neither Lessor nor Lessee shall, without the prior written consent of the other party, assign this Lease or any interests hereunder, sublease the Premises or pledge the subleasehold interest for any reason. Any such consent to an assignment shall require, as a condition thereto (i) that the original Lessee shall remain fully liable hereunder for the full term of this Lease; (ii) that if the such assignment involves a higher total rent than is provided for hereunder, the excess rent shall be paid to Lessor; and (iii) that Lessor shall retain the right of consent or non-consent as to any further such assignments and pledges.

(b) In no event shall any assignment or subletting of all or any portion of the Premises release Lessee from any obligations under the Lease, unless such release shall be evidenced by Lessor's express written agreement.

26. TIME OF THE ESSENCE. It is understood and agreed between the parties hereto that time is of the essence in all of the terms and provisions of this Lease.

27. INDEPENDENT CONTRACTUAL RELATIONSHIP. Nothing within any of the provisions of this Lease shall be deemed in any way to create between the parties any relationship of partnership, joint venture or other association. The parties hereto disclaim any such relationship and declare that their relationship is that of a contract between independent parties.

28. NO THIRD PARTY BENEFICIARIES. Lessor and Lessee do not intend that any right or benefit be created or inure to any third party by the terms of this Lease, either expressed or implied.

29. SEVERABILITY. If any provision of this Lease or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

30. WAIVER. No waiver of any condition or covenant of this Lease by either party shall be deemed to imply or constitute a further waiver by such party of any other condition or covenant of this Lease. The rights and remedies created by this Lease are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

31. GOVERNING LAW. This Lease shall in all respects be governed by and construed in accordance with the laws of the State of Alabama.

32. SECTION CAPTIONS. The section headings and captions contained herein are included for convenience only and shall not be considered a part hereof or affect in any manner the construction or interpretation hereof

33. BINDING EFFECT. This Lease and all covenants, obligations, and conditions hereof

shall inure to the benefit of and shall be binding upon the parties, and their respective successors and assigns.

34. RECORDATION. The parties agree not to record this Lease or any memorandum hereof without the prior written consent of the other party.

35. DELAYED OCCUPANCY. If, for any reason, the Premises shall not be ready for occupancy by Lessee upon the Commencement Date, this Lease shall not be affected thereby, nor shall Lessee have claim against Lessor by reason thereof, but no Rent shall be payable for the period during which the Premises are not ready for occupancy.

36. IMMIGRATION ACT COMPLIANCE. (a) Licensee represents and warrants that it does not knowingly employ, hire for employment, or continue to employ an "unauthorized alien," as defined by the *Beason-Hammon Alabama Taxpayer and Citizen Protection Act*, Act No. 2011-535, as amended (the "Act") and that, during the performance of this Agreement, Licensee shall participate in the E-Verify program as required under the terms of the Act. (b) By signing this Agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. (c) Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

37. DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION. City of Birmingham Ordinance Number 07-229 reads as follows: "The City of Birmingham shall include written language in all Request for Proposals (RFP's) and Contracts encouraging minority and women owned business participation. As a matter of public policy, the City of Birmingham agrees to make opportunities available to the maximum extent possible, to actively include Historically Underutilized Business Enterprises (HUBE's) such as architectural firms, engineering firms, investment banking firms, other professional consultant services providers, and construction contractors as part of business, economic and community revitalization programs."

38. BOYCOTTING ACTIVITIES. By signing this Agreement, Lessor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

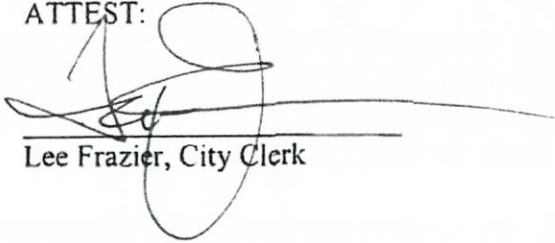
39. ENTIRE AGREEMENT. This Lease contains the entire agreement of the parties and no representations or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No modification, amendment or alteration of the Lease shall be effective unless shall be in writing and signed by Lessee and Lessor.

[SIGNATURES ARE ON THE FOLLOWING PAGE]



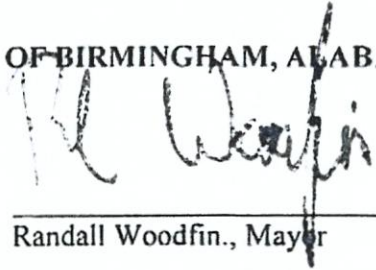
IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease the day and year set forth below, effective as of the date first above written.

ATTEST:

  
\_\_\_\_\_  
Lee Frazier, City Clerk

LESSEE:

CITY OF BIRMINGHAM, ALABAMA

  
By: \_\_\_\_\_  
Randall Woodfin., Mayor

Date: 1-26-23

LESSOR:

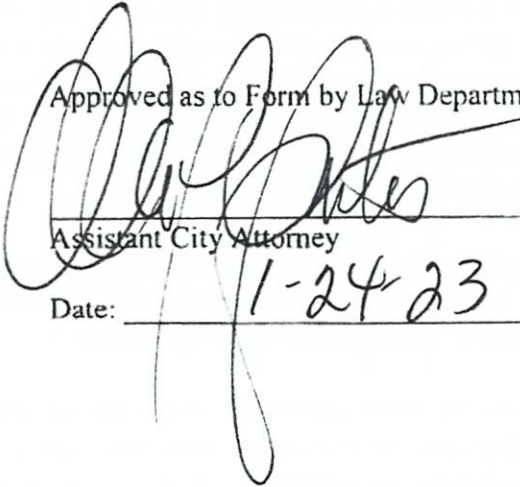
RJ BUILDING, LLC

  
By: \_\_\_\_\_  
Russell K. Sandlin, Member

Date: 1-25-2023

Witness: \_\_\_\_\_

Approved as to Form by Law Department:

  
\_\_\_\_\_  
Assistant City Attorney  
Date: 1-24-23



RECOMMENDED BY: Mayor Woodfin

SUBMITTED BY: The City Attorney

**RESOLUTION NO. 127-23**

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Birmingham that the Council does hereby approve, and the Mayor be and hereby is authorized to execute, for and as the act of said City, a Commercial Lease Agreement between the City of Birmingham and **RJ Building, Inc. (RJB)**, under which the **RJB** will lease a space totaling approximately 54,136 square feet of that certain property known as Mazer Discount Home Center located at 2-South 41 Street, in the City of Birmingham, Alabama (the "Property"), which is comprised of a total of approximately 430,888 square feet for the sole purpose of conducting business operations related to City of Birmingham Fire Department activities ("the Project") for a term of seven (7) months for a rental fee of \$18,514.29 per month for a total amount up to, but not to exceed \$129,600.00.

Adopted by the Council January 24, 2023 and Approved by the Mayor January 27, 2023



A CERTIFIED COPY  
of the original  
document  
*Lee Francis*

# City of Birmingham, Alabama 2023 Business License

EXPIRES DECEMBER 31, 2023

**Date Issued:** 01/19/2023

**License No:** 9137067350

**Issued to:** RJ BUILDING LLC  
DBA RJ BUILDING LLC  
3153 BELWOOD DR  
VESTAVIA, AL 35243-5216

**Account No:** 705433

**Location:** 10 41ST STREET NORTH  
BIRMINGHAM, AL 35222

The licensee named herein is authorized to do business at the above specified business location as provided for in the License Schedules listed below:

<u>Schedule</u>	<u>Description</u>	<u>Units</u>
531213.B0	REAL ESTATE LEASE OR RENTAL; SELF STORAGE	



## PUTTING PEOPLE FIRST

WWW.BIRMINGHAMAL.GOV

THIS LICENSE DOES NOT PERMIT BUSINESS OPERATION UNLESS YOUR BUSINESS IS PROPERLY ZONED, AND/OR IN COMPLIANCE WITH ALL APPLICABLE LAWS/RULES.

This is NOT A BILL.

**This license must be posted.**

**Avenu**

Issuing Authority

Questions regarding this license should be addressed to Avenu at (800) 556-7274

**TRANSPARENCY IN CITY GOVERNMENT DISCLOSURE AND  
CERTIFICATION FORM**

**INSTRUCTIONS:**

This form must be fully completed by any individual or entity (hereinafter referred to as "Vendor") seeking to enter into a contract or appointment, provide services, obtain funding or otherwise do business with the City of Birmingham with the express exclusion of persons or entities exclusively providing grant funding to the City, General Services Administration (GSA) vendors, national cooperatives approved by the Alabama Department of Examiners of Public Accounts and governmental entities to include City boards and agencies.

Submit completed forms to the appropriate City Department. All questions must be answered. Respond "Not applicable" or "NA" if a question does not apply. Attach additional pages if needed. Completed forms will be submitted to the Birmingham City Council or the appropriate Council Committee along with the Applicant's proposed contract, appointment and/or funding request.

For purposes of this Form, the following definitions apply:

Family Member of a Public Employee. The spouse, domestic partner or a dependent of the public employee.

Family Member of a Public Official. A spouse, domestic partner, dependent, adult child and his or her spouse, parent, spouse's parents, sibling and his or her spouse, of the public official.

Public Employee. Any person employed by the City of Birmingham or its instrumentalities, including governmental corporations and authorities.

Public Official. Any person elected to public office of the City of Birmingham, whether or not that person has taken office, by the vote of the people, and any person appointed to a position at the City of Birmingham or its instrumentalities, including governmental corporations and authorities.

---

This Form is a:

New Submission

Update to a Previous Submission

**Section 1: VENDOR NAME AND CONTACT:**

Vendor's Legal Name:

RJ Building, LLC

Physical Street Address:

3153 Bellwood Drive

Vestavia, AL 35243



*City of Birmingham Transparency in City Government Disclosure and Certification Form*

Mailing Address:

Same as physical address

Phone Number:

205-968-0991 Ext 101

Contact Person:

Russell Sandlin

Section 2: DISCLOSURES

(a) Identify all officers, directors, owners, members, partners and executive management of the Vendor.

Russell K. Sandlin, Member  
Joseph D. Martin, Member  
Thomas H. Schrock, Member  
Ryan Butts, Member

(b) (PUBLIC OFFICAL)

Are any of the persons identified in paragraph (a) above a Family Member of a Public Official of the City of Birmingham or do they have an employment or other business relationship with a Public Official of the City of Birmingham or a Family Member of a Public Official? If "yes", describe any family, employment or business relationship with the Public Official.

Yes       Not Applicable

*City of Birmingham Transparency in City Government Disclosure and Certification Form*

(c) (PUBLIC EMPLOYEE)

Are any of the persons identified in paragraph (a) above a Family Member of a Public Employee of the City of Birmingham or do they have an employment or other business relationship with a Public Employee of the City of Birmingham or a Family Member of a Public Employee? If "yes", describe any family, employment or business relationship with the Public Employee.

Yes       Not Applicable

SECTION 3. LOBBYISTS, CONSULTANTS & ATTORNEYS:

During the past three (3) years, has Vendor retained, hired or paid any person or entity including, but not limited to, a lobbyist, consultant or attorney, to assist Vendor in obtaining a City contract, appointment or funding? If "yes", identify by individual name, firm name, address and telephone number any such person or entity.

Yes       Not Applicable

SECTION 4: DISCLOSURE OF CONTRIBUTIONS:

During the past three (3) years, has the Vendor provided a campaign contribution, a contribution to a political action committee that provides funding to a Public Official's campaign or other funding to or performed services for a Public Official, or provided funding to or performed services for an individual or entity, including a charitable entity, at the request of a Public Official or Public Employee? If yes, identify the amount, date and recipient of any campaign contribution or other funding and/or the date, contract amount and nature of services performed.

Yes       Not Applicable

*City of Birmingham Transparency in City Government Disclosure and Certification Form*

SECTION 5: CONTRACTS WITH THE CITY OF BIRMINGHAM:

Does the Vendor have any existing contracts with the City of Birmingham or contracts which have expired or been terminated within the past three (3) years?

Yes       No

SECTION 6: CLAIMS AGAINST THE CITY OF BIRMINGHAM:

Does the Vendor have any pending claims against the City of Birmingham.

Yes       No

SECTION 7: GOOD STANDING:

By signing this *Transparency in City Government Disclosure and Certification Form* Vendor affirms that it is current in regard to all required federal, state, and local business, tax and other filing requirements and licensure.

CERTIFICATION:

I, the undersigned, certify that I am authorized to execute this *Transparency in City Government Disclosure and Certification Form* on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the City of Birmingham is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the City to notify the City in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the City, permitting the City to declare any contract(s) resulting from this certification void and unenforceable.

VENDOR SIGNATURE:



NAME:

Russell K. Sandlin

DATE:

\_06-08-2023\_ \_ \_ \_





*State of Alabama*  
*Department of Revenue*

**Certificate of Good Standing**

**RJ Building, LLC** is in compliance with the Alabama business privilege tax payment and return requirements in Chapter 14A, Title 40, Code of Alabama 1975 as of the date of issuance. This certificate is valid for sixty days from the date of issuance.

*IN WITNESS WHEREOF, I hereunto set my hand this date of October 15, 2014.*

\_\_\_\_\_  
*Director, Individual and Corporate Tax Division*

ATTEST:

\_\_\_\_\_  
*Secretary*

***Business Privilege Tax***

**Phone: 334-353-7923**

**Fax: 334-242-8915**

Request Date: October 15, 2014  
Request Code: 14101510284144

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20140828000774310 1/3  
 Bk: LR201416 Pg:2938  
 Jefferson County, Alabama  
 I certify this instrument filed on:  
 08/28/2014 03:02:58 PM INC  
 Judge of Probate- Alan L. King

STATE OF ALABAMA )  
 JEFFERSON COUNTY )

**ARTICLES OF ORGANIZATION  
 OF  
 RJ BUILDING, LLC**

The undersigned, for the purpose of forming a limited liability company under Title 10A, Chapter 5 of the Code of Alabama (1975), as amended (the "Alabama Limited Liability Company Law"), hereby files the following Articles of Organization with the probate judge of the county in which the initial registered agent of the limited liability company will be located and affirm that the facts stated in these Articles of Organization are true and correct:

1. The name of the Limited Liability Company is **RJ Building, LLC**.

2. The term of the Limited Liability Company shall commence on the date of the filing of these Articles of Organization in the Office of the Judge of Probate of Jefferson County, Alabama, and shall continue indefinitely, provided, however, that the Limited Liability Company shall terminate and dissolve upon the first of the following events: (a) when there is no remaining Member, unless the holders of all the financial rights in the Limited Liability Company agree in writing, within 90 days after the cessation of membership of the last member, to continue the legal existence and business of the Limited Liability Company and to appoint one or more new members; or (b) on the written consent by all of the Members in their sole discretion.

3. The purpose for which this Limited Liability Company is organized is:

To manage real and personal property and to transact any or all other lawful business for which Limited Liability Companies may be organized under the Alabama Limited Liability Company Law.

4. The location and mailing address of the initial registered office and the name of the initial registered agent at that address is as follows:

**REGISTERED AGENT**

Russell K. Sandlin

**REGISTERED OFFICE**

3153 Bellwood Drive  
 Vestavia Hills, AL 35243

5. The name and mailing address of the organizer of the Limited Liability Company is as follows:

**ORGANIZER**

Russell K. Sandlin

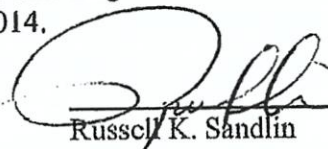
**MAILING ADDRESS**

3153 Bellwood Drive  
 Vestavia Hills, AL 35243

6. The members of the Limited Liability Company shall have the right to admit additional members upon the unanimous written consent of all members of the Limited Liability Company.

7. The Limited Liability Company shall be managed by its members.

IN WITNESS WHEREOF, the undersigned have affixed their hands and seals on this the 25 day of AUGUST, 2014.

  
\_\_\_\_\_  
Russell K. Sandlin

Prepared by:  
Glenn E. Estess, Jr., Esq.  
Wallace, Jordan, Ratliff & Brandt, L.L.C.  
Post Office Box 530910  
Birmingham, Alabama 35253  
(205) 870-0555

G:\Clients\006038\Building\Articles.vpd



Jim Bennett  
Secretary of State

P.O. Box 5616  
Montgomery, AL 36103-5616

# STATE OF ALABAMA

**I, Jim Bennett, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that**

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

**RJ Building, LLC**

This name reservation is for the exclusive use of Russell K. Sandlin, 3153 Belwood Drive, Birmingham, AL 35243 for a period of one year beginning August 22, 2014 and expiring August 22, 2015

**In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.**



RES666142

August 22, 2014

Date

Jim Bennett

Secretary of State

20140828000774310 3/3  
Bk: LR201416 Pg: 2938  
Jefferson County, Alabama  
08/28/2014 03:02:56 PM INC  
Fee - \$63.00

Total of Fees and Taxes-\$63.00  
NICOLE

Jim Bennett  
Secretary of State

P.O. Box 5616  
Montgomery, AL 36103-5616

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20140828000774310 3/3  
Bk: LR201416 Pg:2938  
Jefferson County, Alabama  
08/28/2014 03:02:56 PM INC  
Fee - \$63.00

Total of Fees and Taxes-\$63.00  
NICOLE

6







STATE OF ALABAMA     )  
JEFFERSON COUNTY    )

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
OF  
RJ BUILDING, LLC**

This Limited Liability Company Operating Agreement (the "Agreement") made and entered into this the 25 day of August, 2014, by and between Russell K. Sandlin, Joseph D. Martin, Tommy Schrock, and Ryan Butts, hereinafter sometimes singularly referred to as "Member" or collectively as "Members."

**WITNESSETH:**

WHEREAS, the Members desire to form a company under the Alabama Limited Liability Company Law ("the Law") for the purposes more fully set out herein.

NOW THEREFORE, in consideration of the premises and the mutual covenants and undertakings of the Members, the Members do hereby agree and bind themselves as follows:

**ARTICLE I**  
**FORMATION OF COMPANY**

The Members do hereby form a Limited Liability Company (the "Company"), pursuant to the provisions of the Law to carry on the business of the Company in accordance with the terms and conditions hereof.

**ARTICLE II**  
**MEMBERS**

The names and addresses of the Members are as follows:

<u>NAMES:</u>	<u>ADDRESSES:</u>
Russell K. Sandlin	3547 Spring Valley Court Mountain Brook, AL 35223
Joseph D. Martin	3728 Dunbarton Drive Birmingham, AL 35223
Tommy Schrock	2613 Ashby Lane Hoover, AL 35226
Ryan Butts	2054 Knollwood Place Birmingham, AL 35242

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ARTICLE III  
NAME AND PLACE OF BUSINESS

The name of the Company shall be RJ Building, LLC, or such other name as the Members shall hereafter designate by mutual agreement. The principal place of business and office of the Company shall be located at 3153 Belwood Drive, Birmingham , Alabama 35243, or at such other place in the State of Alabama as the Members may from time to time agree.

ARTICLE IV  
COMPANY BUSINESS AND POWERS

The purposes and business of the Company shall be to manage real and personal property and to transact any or all lawful business for which limited liability companies may be organized under the Law and as may be mutually agreed upon by the Members (the "Business"). Except as may be limited under the terms of this Agreement, the Company shall possess all powers authorized under the Law for limited liability companies.

ARTICLE V  
TERM OF COMPANY

The Company's existence shall commence on the date of the filing of the Company's Articles of Organization in the Probate Court and shall continue indefinitely, provided, however, that the Limited Liability Company shall terminate and dissolve (a) when there is no remaining Member, unless the holders of all the financial rights in the Limited Liability Company agree in writing, within 90 days after the cessation of membership of the last member, to continue the legal existence and business of the Limited Liability Company and to appoint one or more new members; or (b) upon written consent by all of the Members in their sole discretion. Following the termination or dissolution of the Company, the Members shall proceed promptly to liquidate the assets of the Company and distribute them as hereinafter provided.

ARTICLE VI  
CAPITAL CONTRIBUTIONS

6.1 Initial Capital Contributions. Each Member shall contribute to the Company, as the initial Capital Contribution of such Member, cash or other property, the description and Gross Asset Value of which are set forth on **Exhibit "A"** attached as part of this Agreement.

6.2 Additional Capital Contributions. The Members shall be permitted to make additional Capital Contributions to the Company on a pro rata or non-pro rata basis. Optional Capital Contributions by a Member will be subject to the consent of all of the Members. Each Member agrees, without creating any rights in favor of any third party, to contribute additional capital to the Company from time to time in such amounts as may be needed by the Company to conduct its business and affairs. The amounts needed by the Company shall be determined solely by the Company (through its Members in accordance with the provisions of Section 10.1 hereof). In the absence of such Company action, nothing herein shall be construed to imply or impose an obligation of contribution even though the failure to contribute additional capital may create or



continue Company insolvency. If the Company determines that its Members do need to contribute additional capital, the Company shall provide written notice to each Member of the need for any additional capital contributions, specifying the amount needed from each Member, the purpose for which the contribution shall be used, and the date by which the contribution is to be made. Each Member shall make the required additional capital contribution in a timely manner; however, in no event shall a Member be compelled to make an additional capital contribution in less than ten (10) days from the date on which he or she received the initial notice from the Company specifying the need for such contribution.

6.3 Failure of Member to Make Required Capital Contribution. In the event that any Member shall fail to make a required capital contribution agreed to be made by it pursuant to the provisions of Section 6.2 hereof (whether an initial contribution or a subsequent additional capital contribution), it shall be in default under this Agreement. While such default continues, such Member shall not share in any distributions pursuant to which it would otherwise be entitled and, for purposes of any provision of this Agreement providing for the consent or approval of Members, shall be deemed not to be a Member. In the event of any such default, the non-defaulting Members may dissolve the Company and may take other steps to enforce the obligation of payment including the commencement of legal proceedings against the defaulting Member.

6.4 Right to Demand Return of Capital Contribution. No Member shall have the right to demand the return of all or any part of the Member's Capital Contributions.

6.5 Loans. Nothing in this Agreement shall prevent any Member from making secured or unsecured loans to the Company provided such loan is approved by the Members owning a majority of the Company Interests. Such loan shall bear such interest and be upon such terms and conditions as the lending Member and other Members shall agree. Should any of the Members lend the Company funds under this provision, they shall be deemed a general creditor of the Company and not a Member for the limited purpose of receiving the interest and principal on any such loan. No Members shall be obligated to make any loan to the Company.

## ARTICLE VII CAPITAL ACCOUNTS

7.1 General. The Company shall maintain a separate Capital Account for each Member in the Company. Each Capital Account shall be maintained in accordance with the following provisions:

(a) To each Member's Capital Account, there shall be credited such Member's Capital Contributions, such Member's distributive share of Profits, any items in the nature of income or gain which are specially allocated to such Member, and the amount of any Company liabilities assumed by such Member or which are secured by any Company assets distributed to such Member.

(b) To each Member Capital Account, there shall be debited the amount of cash and the Gross Asset Value of any Property distributed to such Member pursuant to any provision of this Agreement, such Member's distributive share of Losses, any items in the nature of expenses or losses which are specially allocated to such Member, and the amount of any liabilities of such



Member assumed by the Company or which are secured by any property contributed by such Member to the Company.

(c) In the event all or a portion of an interest in the Company is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred interest.

(d) In determining the amount of any liability, there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Regulations.

**7.2 Compliance with Section 704.** The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Regulations. In the event the Members shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities which are secured by contributions or distributed property or which are assumed by the Company or Members are computed in order to comply with such Regulations), the Members may make such modification, provided that it is not likely to have a material effect on the amounts distributed upon the dissolution of the Company. The Members also shall (i) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Members and the amount of Company capital reflected on the Company's balance sheet, as computed for book purposes, in accordance with Regulations Section 1.704-1(b)(2)(iv)(q), and (ii) make any appropriate modifications in the event unanticipated events (for example, the acquisition by the Company of oil or gas properties) might otherwise cause this Agreement not to comply with Regulations Section 1.704-1(b).

Except as otherwise required by the Code or the Law, no Member shall have any liability to restore all or any portion of a deficit balance in such Member's Capital Account.

**7.3 Adjustments to Capital Accounts and Company Interests Based upon Gross Asset Values.** Capital Accounts and Company Interests shall be adjusted to reflect the following modifications to the Gross Asset Value of each asset of the Company. "Gross Asset Value" shall mean, with respect to any asset, the asset's adjusted basis for federal income tax purposes except as follows:

(a) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such assets, as determined by the contributing Member and the Members, excluding the contributing Member, owning a majority of the Company Interests.

(b) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Members as of the following times: (i) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution; (ii) the distribution by the Company to a Member of more than a de minimis amount of Property as consideration for an interest in the Company; and (iii) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g):



provided, however, that adjustments pursuant to clauses (i) and (ii) above shall be made only if the Members reasonably determine that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(c) The Gross Asset Value of any Company asset distributed to any Member shall be adjusted to equal the gross fair market value of such asset on the date of distribution as determined by the distributee and the Members owning a majority of the Company Interests, excluding the distributee; and

(d) The Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulation Section 1.704-1(b)(2)(iv)(m).

7.4 Interest on Capital Contributions. No interest shall accrue on any Capital Contributions.

7.5 Withdrawal or Reduction of Capital Contributions.

(a) No Member shall have the right to withdraw or to be repaid any Capital Contribution with respect to such Member's Capital Account, except as specifically provided in this Agreement.

(b) A Member, irrespective of the nature of the Capital Contribution with respect to such Member's Capital Account, has only the right to receive cash in return for such Capital Contribution unless the Members determine otherwise.

#### ARTICLE VIII ALLOCATIONS

8.1 Profits. After giving effect to the special allocations as hereinafter set forth, Profits for any fiscal year shall be allocated among the Members in proportion to their respective percentage of ownership interest in the Company (herein sometimes referred to as "Company Interest"). The initial Company Interests after the initial Capital Contributions are set forth on Exhibit "B." Subsequent changes in Company Interests may be reflected by a subsequent Exhibit "C," as amended from time to time.

8.2 Losses. After giving effect to the special allocations as hereinafter set forth, Losses for any fiscal year shall be allocated among the Members in proportion to their Company Interests. The Losses allocated herein shall not exceed the maximum amount of Losses that can be so allocated without causing any Member to have an Adjusted Capital Account Deficit at the end of any fiscal year. All Losses in excess of the limitations set forth in this Section shall be allocated to the Members.

8.3 Computation of Profits and Losses. "Profits" and "Losses" means, for each Fiscal Year, an amount equal to the Company's taxable income or loss for the Company's fiscal year,

determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(a) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses shall be added to such taxable income or loss;

(b) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses shall be subtracted from such taxable income or loss;

(c) In the event the Gross Asset Value of any Company asset is adjusted, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

(d) Gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

(e) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in complete liquidation of a Company Interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Profits or Losses; and

(f) Notwithstanding any other provision of this Section, any items which are specially allocated as hereinafter provided shall not be taken into account in computing Profits or Losses.

(g) If the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of a fiscal year or other period, the depreciation, amortization or other cost recovery deduction shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis; provided, however, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such year is zero, the depreciation, amortization or other cost recovery deduction shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Members.



The amounts of the items of Company income, gain, loss or deduction available to be specially allocated as hereinafter provided shall be determined by applying rules analogous to those set forth above.

8.4 Adjusted Capital Account Deficit. "Adjusted Capital Account Deficit" means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant fiscal year, after giving effect to the following adjustments:

(a) Credit to such Capital Account any amounts which such Member is obligated to restore pursuant to any provision of this Agreement or is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(b) Debit to such Capital Account the items described in Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.704-1(b)(2)(ii)(d)(6) of the Regulations.

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

8.5 Special Allocations. The following special allocations shall be made in the following order:

(a) Minimum Gain Chargeback. Except as otherwise provided in Section 1.704-2(f) of the Regulations, notwithstanding any other provision of this Section, if there is a net decrease in Company Minimum Gain during any fiscal year, each Member shall be specially allocated items of Company income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(f)(6) and 1.704-2(j)(2) of the Regulations. "Company Minimum Gain" has the meaning set forth in Sections 1.704-2(b)(2) and 1.704-2(d) of the Regulations. This paragraph is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(f) of the Regulations and shall be interpreted consistently therewith.

(b) Member Minimum Gain Chargeback. Except as otherwise provided in Section 1.704-2(i)(4) of the Regulations, notwithstanding any other provision of this paragraph, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any Company fiscal year, each person who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Section 1.704-2(i)(5) of the Regulations, shall be specially allocated items of Company income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to such person's share of the net decrease in Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be



so allocated shall be determined in accordance with Sections 1.704-2(i)(4) and 1.704-2(j)(2) of the Regulations. "Member Nonrecourse Debt" has the meaning set forth in Section 1.704-2(b)(4) of the Regulations. "Member Nonrecourse Debt Minimum Gain" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Section 1.704-2(i)(3) of the Regulations. This paragraph is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(i)(4) of the Regulations and shall be interpreted consistently therewith.

(c) Qualified Income Offset. In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Section 1.704-1(b)(2)(ii)(d)(4), Section 1.704-1(b)(2)(ii)(d)(5) or Section 1.704-1(b)(2)(ii)(d)(6) of the Regulations, items of Company income and gain shall be specially allocated to each such Member in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of such Member as quickly as possible, provided that an allocation pursuant to this paragraph shall be made only if and to the extent that such Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this paragraph have been tentatively made as if this paragraph were not in the Agreement.

(d) Gross Income Allocation. In the event any Member has a deficit Capital Account at the end of any Company fiscal year which is in excess of the sum of (i) the amount such Member is obligated to restore pursuant to any provision of this Agreement, and (ii) the amount such Member is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Member shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this paragraph shall be made only if and to the extent that such Member would have a deficit Capital Account in excess of such sum after all other allocations provided for in this paragraph have been made as if paragraphs (c) and (d) of this Section 8.5 were not in the Agreement.

(e) Distribution of Contributed Property to Person Other Than Contributor. Pursuant to Section 704(c)(1)(B) of the Code, if any contributed property is distributed by the Company other than to the contributing Member within five years of being contributed, then, except as provided in Section 704(c)(2) of the Code, the contributing Member shall (solely for federal income tax purposes and not for capital account purposes) be treated as recognizing gain or loss from the sale of such property in an amount equal to the gain or loss that would have been allocated to such Member under Section 704(c)(1)(A) of the Code if the property had been sold at its fair market value at the time of the distribution.

(f) Distribution of Contributed Property to Contributor. In the case of any distribution by the Company to a Member such Member shall (solely for income tax purposes and not for capital account purposes) be treated as recognizing gain in an amount equal to the lesser of:

(i) The excess (if any) of (i) the fair market value of the property (other than money) received in the distribution over (ii) the adjusted basis of such Company Interest in the Company immediately before the distribution reduced (but not below zero) by the amount of money received in the distribution, or



(ii) The Net Pre-Contribution Gain (as defined in Section 737(b) of the Code) of the Member. The Net Pre-Contribution Gain means the net gain (if any) which would have been recognized by the distributee Member under Section 704(c)(1)(B) of the Code of all property which (i) had been contributed to the Company within five years of the distribution, and (ii) is held by the Company immediately before the distribution, had been distributed by the Company to another Member. If any portion of the property distributed consists of property which had been contributed by the distributee Member to the Company, then such property shall not be taken into account under this paragraph and shall not be taken into account in determining the amount of the Net Pre-Contribution Gain. If the property distributed consists of an interest in an entity, the preceding sentence shall not apply to the extent that the value of such interest is attributable to the property contributed to such entity after such interest had been contributed to the Company.

(g) Recapture of Income Tax Deductions. All recapture of income tax deductions resulting from sale or disposition of Company property shall be allocated to the Members to whom the deduction that gave rise to such recapture was allocated hereunder to the extent that such Members are allocated any gain from the sale or other disposition of such property.

(h) Member Nonrecourse Deductions. Any Member Nonrecourse Deductions for any fiscal year shall be specially allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i)(1). "Member Nonrecourse Deductions" has the meaning set forth in Sections 1.704-2(i)(1) and 1.704-2(i)(2) of the Regulations.

(i) Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(2) or Regulations Section 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as the result of a distribution to a Member in complete liquidation of their interest in the Company, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members in accordance with their interests in the Company in the event that Regulations Section 1.704-1(b)(2)(iv)(m)(2) applies, or to the Member to whom such distribution was made in the event that Regulations Section 1.704-1(b)(2)(iv)(m)(4) applies.

8.6 Curative Allocations. The special allocations hereinabove set forth (the "Regulatory Allocations") are intended to comply with certain requirements of the Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss or deduction. Therefore, the Members shall, to the extent possible, make such offsetting special allocations of Company income, gain, loss or deduction in whatever manner they determine appropriate so that, after such offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of the Agreement and all Company items were allocated pursuant to Company Interests.



8.7 Other Allocation Rules. For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the Members using any permissible method under Code Section 706 and the Regulations thereunder.

8.8 Section 704(c) Tax Allocations.

(a) In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value.

(b) In the event the Gross Asset Value of any Company asset is adjusted as hereinabove provided, subsequent allocations of income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder.

(c) Any elections or other decisions relating to such allocations shall be made by the Members in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this paragraph are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Members Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provision of this Agreement.

8.9 Accounting Principles. The profits and losses of the Company shall be determined in accordance with accounting principles applied on a consistent basis using the cash receipts and disbursements method of accounting, or on such other basis of accounting as the Members may determine, and shall be closed and balanced at the end of each fiscal year of the Company and at such other times as the Members may determine is appropriate.

ARTICLE IX  
DISTRIBUTIONS

9.1 Time and Amount of Distributions. Except in the event of dissolution of the Company, distributions to the Members from the Company shall be made at such times as the Members may determine such distribution to be in proportions to the Company Interest held by each. Such distributions shall be in cash or in kind that the Members determine to be in excess of the Company's current and anticipated needs, including, without limitation, for operating expenses, debt service, acquisitions, and a reasonable contingency reserve.

9.2 No Right To Demand Distribution of Capital Contribution. A Member shall have no right to demand or receive, and the Company shall have no obligation with respect to any Member to make any distribution of any cash, asset or property of the Company including but not limited to all or any portion of any original or any additional capital contribution.



ARTICLE X  
MANAGEMENT AND CONTROL OF COMPANY

10.1 Except as may otherwise be provided in this Agreement with respect to specific managerial and business matters, decisions involving business of the Company shall be made by the vote of the Members owning the majority of the Company Interests.

10.2 The Company may authorize any Member to execute and deliver on its behalf such deeds, assignments, bills of sale, real estate mortgages, chattel mortgages, releases, leases, contracts, promissory notes, and other instruments of any kind or character which the Company may deem advisable. The Company's right to borrow money shall include the right to borrow money from a Member following approval of the Company provided that the loan agreement is on terms not less favorable than the Company would obtain from a third-party lender.

10.3 Any Member, or such other person as may from time to time be designated by the Members, is authorized to receive and give receipts for monies due and payable to the Company from any source whatsoever and to deposit all such monies in the name of the Company in such banks, trust companies or other depositories as shall be selected by the Members. No Member or other person shall have the right to sign checks, drafts, or other orders for the payment of money in connection with the business and affairs of the Company without prior written authorization of the other Members.

10.4 The Company shall have the right, by unanimous vote of its Members, to designate one or more persons ("Managers") to make ordinary decisions concerning the business and affairs of the Company. The scope of authority granted to such Managers shall be expressed in writing by the Members at the time of appointment or delegation. Unless otherwise designated in the written appointment or delegation, the decision of the Managers shall be made by majority vote.

10.5 No Member, without the unanimous consent of the Members, has the authority to (i) do any act in contravention of this Agreement; (ii) do any act which is not apparently for carrying on the purposes of the Company as described in Article IV above; (iii) assign Company property for the benefit of creditors except as otherwise provided herein; or (iv) possess Company property or assign the rights of the Company in specific property for other than Company purposes.

ARTICLE XI  
EXCULPATION OF LIABILITY; INDEMNIFICATION

11.1 Unless otherwise provided by law or expressly assumed, a Member shall not be liable for the acts, debts or liabilities of the Company, whether arising in contract, tort, or otherwise, or for the acts or omissions of any other Member, Manager, agent or employee of the Company.

11.2 The Company shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed claim, action, suit or proceeding, whether civil, criminal, administrative or investigative, including appeals by reason of the fact that he or she is or was a Member, officer, employee or agent of the Company, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and



reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Company and, with respect to any criminal action or proceeding, had no reasonable cause to believe that such Member's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Company and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was unlawful; provided, however that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Company unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

11.3 To the extent that a Member, officer, employee or agent of the Company has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in this Article, or in defense of any claim, issue or matter therein, he or she may be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith, notwithstanding that he or she has not been successful on any other claim, issue or matter in any such action, suit or proceeding.

11.4 Any indemnification under this section (unless ordered by a court) shall be made by the Company only as authorized in the specific case upon a determination that indemnification of the Member, officer, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct described herein. Such determination shall be made by the Members of the Company by a vote of Members owning a majority of the Company Interests who were not parties to, or who have been wholly successful on the merits or otherwise with respect to such claim, action, suit or proceeding.

11.5 Expenses (including attorneys' fees) incurred in defending a civil or criminal claim, action, suit or proceeding may be paid by the Company in advance of the final disposition of such claim, action, suit or proceeding as authorized in the manner provided in this Article upon receipt of an undertaking by or on behalf of the Member, officer, employee or agent to repay such amount if and to the extent that it shall ultimately be determined that he or she is not entitled to such indemnification by the Company under this Article.

11.6 The indemnification authorized by this Article shall not be deemed exclusive of and shall be in addition to any other rights to which those indemnified may be entitled under any statute, rule of law, provision of operating agreement, agreement, vote of Members or otherwise, as to action in his or her official capacity, and shall continue as to a person who has ceased to be a Member, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

11.7 The Company shall have power to purchase and maintain insurance on behalf of any person who is or was a Member, officer, employee or agent of the Company, against any liability



asserted against him or her and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Company would have the power to indemnify him or her against such liability under the provisions of this Article.

ARTICLE XII  
SALARIES

Upon unanimous written agreement by the Members, any one or all of the Members may be paid salaries for their services to the Company.

ARTICLE XIII  
TRANSFER OF INTEREST IN THE COMPANY

13.1 Prohibition Against Transfer. Except as provided in this Agreement, no Member shall transfer (sell, assign, convey, give, bequeath, exchange, mortgage, encumber or otherwise dispose of) any interest in the Company which such Member now owns or may hereafter acquire to any person or entity other than an existing Member without the prior unanimous written consent of all Members of the Company. The Company shall not sell, transfer or issue any interest in the Company to any person or entity other than an existing Member, until all existing Members have given unanimous written consent and the transferee has agreed in writing to be restricted by the terms of this Agreement. Any purported transfer of an interest in the Company in violation of this Agreement shall be void and shall not operate to transfer any interest or title to the proposed transferee.

13.2 Events of Cessation. As used in this Agreement, an "Event of Cessation" shall mean any one of the following conditions or events:

- (a) Death, termination or dissolution of a Member where the deceased Member's interest in the Company is not transferred to a surviving Member;
- (b) Bankruptcy of a Member;
- (c) The purported transfer by a Member of his or her interest in the Company to a person other than an existing Member without the prior written consent of all other Members; or
- (d) Receipt of written notice by the Company of a Member's desire to withdraw from the Company and to liquidate his or her interest therein.

Any of the Events of Cessation described above (except for subsections (c) and (d) shall cause cessation of the membership of the Member whose action or inaction triggered such event. An Event of Cessation shall not terminate or dissolve the Company.

13.3 Events of Dissolution. As used in this Agreement, an "Event of Dissolution" shall mean any one of the following conditions:

- (a) Death, termination or dissolution of the sole remaining Member;

(b) Permanent Disability of the sole remaining Member (Permanent Disability shall mean the inability of such individual because of injury or illness to perform substantially all of his or her duties as a Member which inability shall last for an uninterrupted period of at least one (1) year;

(c) Bankruptcy of the sole remaining Member;

(d) The written consent of all Members to dissolve and terminate the Company.

Any of the Events of Dissolution described above (except for subsection (d)) shall cause cessation of the membership of the Member whose action or inaction triggered such event, and the Company shall be promptly dissolved and its affairs wound up if there is no remaining Member, unless the holders of all the financial rights in the Company agree in writing, within 90 days after the cessation of membership of the last member, to continue the legal existence and business of the Company and to appoint one or more new members.

The procedures of dissolution and winding up of the Company set forth in Article XIV herein shall control.

#### 13.4 Purchase of Former Member's Interest.

(a) Immediately following an Event of Cessation, the Company Interests held by the Member whose action or inaction caused or allowed the Event of Cessation (hereinafter referred to as the "Former Member") may be purchased by the Company for the Fair Market Value of such Former Member's Interest as of the last day of the month preceding the date of the Event of Cessation.

(b) Nothing herein shall be construed to make the purchase of a Former Member's Interest by the Company mandatory.

(c) "Fair Market Value" as hereinabove referred to, shall be the amount determined by an independent qualified appraiser of partnerships interests.

13.5 Within sixty (60) days of the date on which the buy out price for the interest of the Former Member is determined, the Company shall have the closing for the purchase of such Company Interest.

(a) At the closing, the Former Member shall deliver appropriate duly executed instruments of transfer and assignment, assigning and transferring good and marketable title to such Former Member's Company Interest free and clear from any liens or encumbrances or rights of others therein except those which may be acceptable to the Company. If the Company issued the Former Member a written certificate evidencing such Former Member's interest in the Company, the Former Member shall deliver to the Company the written certificate with all necessary endorsements. The interest thus transferred by the Former Member shall comprise all of such Former Member's Company Interest including but not limited to such Former Member's Capital Account.



(b) At the closing, the Company shall deliver to the Former Member the buy out price for such Former Member's interest in cash or cashier's check. However, the Company, at its sole option, may elect to pay not less than forty percent (40%) of the buy out price in cash or cashier's check and the balance through the delivery of a duly executed promissory note to the Former Member signed by the Company and guaranteed by all remaining Members (and the principal of any remaining corporate Member) and requiring an interest rate of not less than seven percent (7%) per annum and a term acceptable to all remaining members and the Former Member. In addition to the buy out price, at closing the Company shall deliver appropriate documentation either releasing the Former Member from any continuing Company liabilities or an indemnity agreement signed by all remaining Members indemnifying and holding the Former Member harmless from and against any claims, costs or expense which might arise for the Former Member in connection with continuing Company debt or obligation from which the Company and remaining Members were unable to get the Former Member released.

13.6 Personal Guarantees. In the event any Member ceases to be a Member of the Company, all debts of the Company shall continue to be a debt and liability of the Company. All Members remaining in the Company agree to take reasonable steps to obtain the release and discharge of all personal guarantees and endorsements of the Former Member made prior to the transfer of any Company interest.

13.7 Specific Performance. The interests of the Company cannot be readily purchased or sold in the common market and for that reason, among others, the Members will be irreparably damaged in the event that obligations contained in this Article are not specifically enforced. If any dispute arises concerning the sale or disposition of a Company interest, then the noncomplying Member may be specifically required by a court of competent jurisdiction to meet its obligations and duties as set forth in this Agreement.

13.8 Member's Death, Disability or Incapacity. In the event of a Member's death, disability or other incapacity, the estate, family or heirs of the Former Member shall be bound by the obligations of the Member to have his or her interest in the Company so purchased and shall take the steps required of the Member hereunder to effectuate such a result.

13.9 Additional Members. The Company shall not be expanded to include additional Members unless all the existing Members consent to the same. For purposes of this section, in the case of an Event of Cessation, the existing Members shall be the remaining Members and shall not include the Former Member. The Members may, however, if they are in agreement, take in new or additional Members upon such terms and conditions as they may find advisable and the ownership interest granted to such new or additional Members shall be taken from the existing Members hereto in such amounts and in such fashion as may be agreed upon by the parties.



ARTICLE XIV  
DISSOLUTION AND WINDING UP OF COMPANY

14.1 Upon termination of the Company for any reason, the affairs of the Company shall be liquidated forthwith. The assets of the Company shall be used and distributed in the following order:

(a) to the payment of debts and liabilities of the Company (other than any loans or advances that may have been made by the Members to the Company) and expenses of liquidation;

(b) to the setting up of any reserves which the Members may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company or of the Members arising out of or in connection with the Company;

(c) to the repayment of any loans or advances to the Company that have been made by any of the Members; and

(d) to discharge the credit balance of the Capital Accounts of each Member, but if the amount available for such repayment shall be insufficient, then pro rata to each Member in the same proportionate share that its Capital Account bears to the total Capital Accounts of the Members.

14.2 In the event any Member shall have a negative balance in its Capital Account, after adding thereto all profits (including gains) allocated to such Member in connection with the liquidation or winding up of the Company, such Member shall be required to pay over and restore to the Company upon demand an amount of cash equal to the amount of the negative balance in such Member's Capital Account except as may be otherwise provided in this Agreement.

14.3 When all assets of the Company have been liquidated and distributed and all affairs of the Company have been wound up and concluded, the Company shall terminate.

ARTICLE XV  
BUSINESS RECORDS AND TAX ISSUES

15.1 The Company shall cause to be maintained during its existence full and accurate books in which shall be entered all relevant activity and transactions of the Company. The financial books of the Company shall be closed and balanced at the end of each Company accounting year.

15.2 Each Member shall be entitled to receive an annual operating statement of the Company which reflects gross receipts, operating expenses and net profits and distributions as prepared by the Company's accountants. Such statement, when requested, shall be delivered to each Member within a reasonable time after the close of the Company accounting year.

15.3 The fiscal year of the Company shall be the calendar year, or such other tax year as the Members may from time to time determine.

15.4 For any required purposes under I.R.C. § 6231, the tax matters Member of the Company shall be **Russell K. Sandlin**.

15.5 The Company shall keep at its principal place of business the following records: (a) a current list of the full name and last known business or residence street address of each Member; (b) a copy of the filed Articles of Organization and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any Company documents have been executed; (c) copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years; (d) copies of any then effective operating agreements including any amendments thereto; (e) copies of any financial statements of the Company for the three most recent years.

15.6 The records and books of the Company, wherever situated, are subject to inspection and copying for any proper purpose by any Member (individually or by agent) during regular business hours upon reasonable notice.

#### ARTICLE XVI NOTICES

Any notice required or permitted to be delivered under this Agreement shall be in writing and delivered personally or by a private express delivery service, such as Federal Express, or by United States certified mail, return receipt requested, and addressed to the Members at the addresses set forth in Article II above.

Each such notice shall be deemed to have been given to or served upon the party to whom delivered, upon delivery to such addresses provided above or to such other addresses as may be provided by the parties from time to time.

#### ARTICLE XVII MISCELLANEOUS PROVISIONS

17.1 Terms. Nouns and pronouns will be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the person or persons, firm or other entity in context may require.

17.2 Section Headings. The section and subsection headings contained in this Agreement have been inserted as a matter of convenience and for reference and in no way shall be construed to define, limit or describe the scope or intent of any provision of this Agreement.

17.3 Employees. The Company may employ such persons as it deems advisable to perform services for the Company and may compensate them in such amounts and in such manner as the Members may determine.

17.4 Bank Accounts. The Members are authorized, in the name of the Company, to open and thereafter maintain with any bank or banks, a bank account or accounts in which shall be deposited all of the cash contributions to the Company and all other Company funds and income.



Any funds with the Company bank account or bank accounts may be withdrawn upon the signature of such person or persons as the Members may from time to time hereafter designate to such bank or banks.

17.5 Promotion of Business. All Members will make a good faith effort to promote the business and growth of the Company.

17.6 Assignment. Except as herein provided, neither this Agreement nor any right of a Member in the Company shall be assignable without the prior written consent of the Company and all other Members.

17.7 Benefit. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, legal representatives and successors.

17.8 Governing Law. It is the intention of the parties that the laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties hereunder.

17.9 Severability and Construction. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

17.10 Further Action. If the Company is unable to make any purchase required of it hereunder or to take other action which is restricted by the provisions of this Agreement or applicable law, the Company and its Members agree to take such action as may be necessary to permit the Company to make such purchases or to take such other action; and the Members who are parties to this Agreement agree that they will take such action as may be necessary or required for the Company to take its required action.

17.11 Entire Agreement. This Agreement contains the entire agreement among the Members and supersedes any prior understanding (whether written or oral) respecting the subject matter of this Company. There are no representations, agreements, arrangements, understandings (oral or written) between or among the Members hereto relating to the subject matter of this Company which are not fully expressed herein.

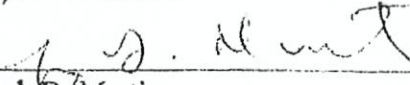
17.12 Amendment. This Agreement may be amended at any time by a written agreement signed by all of the Members.

*[the remainder of this page intentionally left blank]*



IN WITNESS WHEREOF, the undersigned Members have set their hands and seals as of the day and year first above written.

  
\_\_\_\_\_  
Russell K. Sandlin (Member)

  
\_\_\_\_\_  
Joseph D. Martin (Member)

  
\_\_\_\_\_  
Tommy Schrock (Member)

  
\_\_\_\_\_  
Ryan Butts (Member)

EXHIBIT "A"  
TO  
LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
OF  
RJ BUILDING, LLC

<u>Member</u>	<u>Initial Contribution</u>	<u>Gross Asset Value</u>
Russell K. Sandlin	Cash	\$37.50
Joseph D. Martin	Cash	\$37.50
Tommy Schrock	Cash	\$20.00
Ryan Butts	Cash	\$ 5.00

EXHIBIT "B"  
TO  
LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
OF  
RJ BUILDING, LLC

<u>Member</u>	<u>Percentage of Company Interest</u>
Russell K. Sandlin	37.5%
Joseph D. Martin	37.5%
Tommy Schrock	20.0%
Ryan Butts	5.0%





# CITY OF BIRMINGHAM

FINANCE DEPARTMENT  
PURCHASING DIVISION  
P-100 CITY HALL  
710 NORTH 20<sup>TH</sup> STREET  
BIRMINGHAM, AL 35203-2227  
TELEPHONE (205) 254-2265  
FAX (205) 254-2484

## BID RENEWAL

June 27, 2023

Subject: Bid Renewal for ITB 21-36 "Fire Extinguishers & Maintenance"

Dear Vendor:

We would like to thank you for your services over the past year. In accordance with the option to renew, we would like to take this opportunity to extend a conditional offer to renew the subject agreement. We are requesting that all terms and conditions (including price) remain unchanged for the upcoming term. A copy of the current pricing/award summary has been attached. **The Second year of the bid is set to expire on August 08, 2023.**

If you are unable to hold your current pricing, please let us know as soon as possible so that we may move forward with the procurement process.

Please confirm acceptance or rejection of this renewal by indicating yes or no in the appropriate space below.

Confirm:  Yes  No

Name of Your Company Industrial Fire & Safety Inc.

Printed Name Lee Lopez Title Branch Manager

Authorized Signature [Signature]

Please fax your response to (205) 254-2484 or email to [Ryan.Foust@birminghamal.gov](mailto:Ryan.Foust@birminghamal.gov)

Sincere regards,

**RYAN FOUST**

Ryan Foust  
Senior Buyer  
(205) 254-2269, Phone  
(205) 254-2484, Fax

cc: ITB File

ARTELIA C MACON / Ryan Foust  
 PRINCIPAL BUYER / Sr. Buyer  
 (205) 254-2263 / (205) 254-2269

**BID #21-36 NEGOTIATED SUMMARY**  
**"FIRE EXTINGUISHERS AND MAINTENANCE"**  
 PERIOD OF CONTRACT: 08/09/2022-08/08/2023

RESOLUTION #1361-22

AWARDED VENDOR: INDUSTRIAL FIRE AND SAFETY EQUIPMENT, INC.

SALES REP: LEE LANGSTON

(O) (205) 591-9660 (F) (205) 591-9662 (C) (205) 253-2324

EMAIL: LLANGSTON@IFSE-INC.COM

**\*05-24-2022: Pricing updated and approved by Purchasing Agent to reflect increase in purchase cost due to current economic changes/price increases in the steel and aluminum market.**

**FIRE EXTINGUISHER EQUIPMENT/ANNUAL INSPECTION/TAGGING**

#	Description	Recharge/ Refill	Purchase/ Replace
1	2-1/2 lb. ABC Extinguisher with nozzle; UL rating 1A:10B:C; aluminum valves; Amerex B417 or equal	\$ 4.00	\$ 45.85
2	2-1/2 lb. ABC Extinguisher with nozzle; same as previously listed B417T or equal (includes vehicle bracket)	\$ 8.50	\$ 45.95
3	5 lb. ABC Extinguisher with hose and nozzle; UL rating 3A:40B:C; aluminum valves; Amerex B402 or equal	\$ 14.00	\$ -
4	5 lb. ABC Extinguisher with hose and nozzle; same as previously listed; Amerex B402T or equal (includes vehicle bracket)	\$ 14.00	\$ 55.86
5	5 lb. ABC Extinguisher same as previously listed except UL rating 2A:10B:C; Amerex B500 or equal	\$ 14.00	\$ 59.85
6	5 lb. ABC Extinguisher same as previously listed except UL rating 2A:10B:C; Amerex B500T or equal (includes vehicle bracket)	\$ 14.00	\$ 59.95
7	6 lb. ABC Extinguisher with hose and nozzle; UL rating 3A:40B:C; aluminum valves; Amerex B443 or equal	\$ 14.20	\$ 79.66
8	10 lb. tall ABC Extinguisher with hose and nozzle; UL rating 4A:60B:C; aluminum valves; Amerex B456 or equal	\$ 20.00	\$ 75.00
9	20 lb. ABC Extinguisher with hose and nozzle; UL rating 20A:120B:C; aluminum valves; Amerex A411 or equal	\$ 38.00	\$ 198.00
10	5 lb. ABC Extinguisher with hose and nozzle; UL rating 2A:10B:C; brass, chrome plated valves; Amerex B424 or equal	\$ 14.00	\$ 75.00
11	6 lb. ABC Extinguisher with hose and nozzle; UL rating 3A:40B:C; brass, chrome plated valves; Amerex B461 or equal	\$ 14.20	\$ 95.00
12	10 lb. tall ABC Extinguisher with hose and nozzle; UL rating 4A:60B:C; brass, chrome plated valves; Amerex B441 or equal	\$ 20.00	\$ 98.95
13	20 lb. ABC Extinguisher with hose and nozzle; UL rating 20A:120B:C; brass, chrome plated valves; Amerex 423 or equal	\$ 24.00	\$ 199.95
14	5 lb. CO <sup>2</sup> with horn; UL rating 5B:C; Amerex 322 or equal	\$ 25.00	\$ 190.00
15	10 lb. CO <sup>2</sup> with hose and horn; UL rating 10B:C; Amerex 330 or equal	\$ 30.00	\$ 247.00
16	20 lb. CO <sup>2</sup> with hose and horn; UL rating 10B:C; Amerex 332 or equal	\$ 40.00	\$ 330.00
17	50 lb. CO <sup>2</sup> wheeled with 15 ft. hose and horn; Amerex 333 or equal	\$ 50.00	\$ 2,500.00
18	10 lb. tall Purple K with hose and nozzle; UL rating 80B:C; brass, chrome plated valves B460	\$ 25.00	\$ 130.00
19	20 lb. Purple K with hose and nozzle; UL rating 120B:C; aluminum valves; Amerex A413 or equal	\$ 39.00	\$ 182.00
20	20 lb. Purple K with hose and nozzle; UL rating 120B:C; brass, chrome plated valves; Amerex 415 or equal	\$ 39.00	\$ 189.00
21	2-1/2-gallon water with hose and wand; UL rating 2A:C; Amerex 272 or equal	\$ 28.00	\$ 227.00
22	5 lb. Halon with nozzle; UL rating 10B:C; aluminum valve; Amerex B355T or equal	\$ 80.00	\$ 428.00
23	5 lb. Halotron with nozzle; UL rating 5B:C; aluminum valve; Amerex B386T or equal	\$ 80.00	\$ 228.00
24	2-1/2 lb. Gallon Water with hose and nozzle; UL Rating 2A; Amerex 240 or equal	\$ 39.00	\$ 130.00
25	5.5 lb. BC, Regular dry chemical, UL Rating 40B:C; Amerex B453 or equal	\$ 10.00	\$ 45.80
26	10 lb. BC, Extinguisher with hose and horn; Agent Sodium Bicarbonate UL Rating 1A 60B:C; Amerex B447 or equal	\$ 15.00	\$ 120.00
27	5 lb. Halon with nozzle; UL rating 10B:C; aluminum valve; Amerex B255T or equal	\$ 10.00	\$ 43.00
<b>LABOR RATES AND PARTS &amp; EQUIPMENT</b>			
28	Labor Rates Business Hours (8:00 a.m. - 5:00 p.m. CST)	\$	45.00
29	Labor Rates Business Hours (5:00 p.m. - 8:00 a.m. CST)	\$	55.00
30	Labor Rates (Weekends - Saturday/Sunday)	\$	55.00
31	Parts and equipment discount percentage		5%
32	Inspection and Tagging of Extinguishers	\$	4.25
33	Non-Routine Service Calls	\$	65.00