

JEFFERSON COUNTY COMMISSION

(Commission Chambers)

DATE: May 6, 2021

TIME: 9:00 AM

I. RECONVENE & ADJOURN APRIL 22, 2021

II. CALL TO ORDER & ROLL CALL

III. INVOCATION

Commission District 4

IV. PLEDGE OF ALLEGIANCE

V. PUBLIC HEARINGS

ZONING:

1. Z-21-0005 Crimson Oak Grove Resources, LLC, owner, Stephen Blankenship, agent requests a change of zoning from A-1 (Agriculture) to I-3 (Industrial) for existing mining operations and for a future dust bore hole to support underground mining activities. Part of Parcel ID# 3200260000078000 in Section 26, Twp. 18, Range 6W. (Case Only, 8800 Oak Grove Mine Road Bessemer, 35023)(OAK GROVE)(35.27 acres +/-)

P&Z Recommendation: Approval with a condition: a 100-foot buffer zone is required along all boundaries shared with residential property, and any natural vegetation within the buffer zone be maintained to the maximum extent possible.

2. Z-21-0007 Michael M. & Judith M. Arnold, owners, Todd Thompson, agent requests a change of zoning from E-2 (Estate) to C-P (Preferred Commercial) for a professional office building. Parcel ID# 2800341002001000 in Section 34, Twp. 18, Range 2W. (Case Only, 5000 Cahaba River Road Birmingham, 35243)(VESTAVIA)(1.01 acres +/-)

P&Z Recommendation: Approval with conditions as follows:

1. A six-foot wood privacy fence shall be installed along the rear property line in addition to the required 15-foot buffer; and,
 2. architectural design of the proposed structure on the property shall be subject to approval of the Planning & Zoning Commission.
3. Z-21-0008 Mary Beard & Ricky L. Foster, owners, Bobby Hornsby, agent requests a change of zoning from I-2 (Heavy Industrial) to A-1 (Agriculture) for residential use. Part of Parcel ID# 1100032000025000 in Section 3, Twp. 16, Range 1E. (Case Only, 8145 Glendale Farms Road Trussville, 35173)(TRUSSVILLE)(6 acres +/-)

P&Z Recommendation: Approval

4. Z-21-0009 Oxmoor Holdings, LLC, owner; Tim Burns, agent requests a change of zoning from C-P(Preferred Commercial) to C-1 (Commercial) for an office and

warehouse for an electrical contractor. Parcel ID#'s 4000081002022000 & 4000081002023000 in Section 8, Twp. 19, Range 2W. (Case Only, 2656 & 2660 Old Rocky Ridge Road, Birmingham 35216)(ROCKY RIDGE)(1.82 acres +/-)

P&Z Recommendation: Approval with conditions as follows:

1. The use of the property shall be limited to the requested electrical contractor's office and warehouse and any other use that would be allowed in C-P (Preferred Commercial) zoning; and,
 2. Architectural design of the proposed structure on the property shall be subject to approval by the Planning & Zoning Commission.
5. Z-21-0010 Alan Niedermeir, owner/agent requests a change of zoning from I-3 (Industrial) to A-1 (Agriculture) for residential use. Parcel ID# 1900340000019000 in Section 34, Twp. 17, Range 6W. (Case Only, 9351 Taylors Ferry Road, Bessemer 35023)(GILMORE)(46.12 acres +/-)

P&Z Recommendation: Approval

ECONOMIC DEVELOPMENT:

6. Public Hearing to address comments and concerns from Jefferson County citizens pertaining to a Resolution authorizing the execution of a Funding Agreement and distribution of funds for the support of the World Police and Fire Games.

VI. APPROVAL OF MINUTES

1. Commission Meeting - Apr 22, 2021.

VII. RESOLUTIONS 1 - 50

VIII. PUBLIC WORKS, COMMUNITY SERVICES & INTER-GOVERNMENTAL RELATIONS - COMMISSIONER SCALES

A. Commission District 1

No Items Submitted

B. Environmental Services

1. Resolution authorizing the execution of an Amendment 2 to the Agreement with CDM Smith, Inc., in the amount of \$31,510.00, to provide Professional Engineering Services for Cahaba River WRF, Trussville WRF and Al Seier Pump Station Alternative Evaluation, Design and Bidding of Phase 3 Improvements and provides for more man-hours for design engineering services for additional UV disinfection improvements than were budgeted for in the original contract.

IX. COMMUNITY DEVELOPMENT & HUMAN RESOURCE SERVICES - COMMISSIONER TYSON

A. Commission District 2

2. Resolution authorizing the execution of a Community Grant Program Agreement with AT HOME FOUNDATION Inc., in the amount of \$500.00.
 3. Resolution authorizing the execution of a Community Grant Program Agreement with Birmingham Urban League Inc., in the amount of \$45,000.00.
-

B. Cooper Green Mercy Health Services

No Items Submitted

C. Coroner

No Items Submitted

D. Department of Community Services and Workforce Development

4. Resolution authorizing the execution of an Agreement with UAB, for the Jefferson County Forensic Case Management Team not to exceed the maximum amount of \$393,871.00, for year one and each subsequent year up to the maximum amount of \$1,146,681.00, over the total project subject to DOJ's renewal and funding of the award annually with a final completion date of all services under this Contract of September 30, 2023.
5. Resolution authorizing the execution of an Agreement with UAB, for the Jefferson County Veterans Treatment Court not to exceed the maximum amount of \$137,689.00, for year one and each subsequent year up to the maximum amount of \$460,458.00, over the total project subject to DOJ's renewal and funding of the award annually with a final completion date of all services under this Contract of September 30, 2023.
6. Resolution that the Commission President be authorized, empowered, and directed to award and execute Amendment #1 to the agreement with the Royal Divinity for the CDBG Public Services.
7. Resolution authorizing the Commission President to execute an Agreement for septic tank installation and repairs with Jones Valley Industries, LLC. The septic tank contract will be used in connection with the CDBG Housing Rehabilitation Program.
8. Resolution authorizing the Commission President to execute an Agreement with Brindlee Mountain Fire Apparatus, LLC, Inc., associated with the McAdory Aerial Fire Apparatus (CD20-03O-M03-MFD).

9. Resolution authorizing the execution of an Agreement with the Alabama Department of Commerce, Workforce Development Division for the Education Stabilization Fund – Reimagine Workforce Preparation Grant in the amount of \$557,137.41.
10. Resolution authorizing the Commission President to execute an ADECA CDBG Public Service Agreement with Royal Divinity, Inc., for emergency food assistance (ADECA CDCV19-05W-CW-RD), amount of the agreement not to exceed \$466,560.00.
11. Resolution to approve the recommendation of renewal of the following positions for the Jefferson County EDA Revolving Loan Fund Loan Administration Board; Stephanie Floyd-Bester to Position #1, and Kim Carter to Position #2.
12. Resolution authorizing the Commission President to sign Modification #3 to the Workforce Innovation and Opportunity Act Grant 04-0. The amended grant agreement is \$4,682,605.00.
13. Resolution authorizing the Commission President to execute an Emergency Rental Assistance Program agreement with The Birmingham Urban League, Inc. for emergency payment assistance programming, not to exceed \$9,000,000.00. Funds will come from the Emergency Rental Assistance Program funds.
14. Resolution authorizing the execution of an Emergency Rental Assistance Program Agreement with Neighborhood Housing Services of Birmingham, Inc., for emergency payment assistance programming not to exceed \$2,000,000.00. Funds will come from the Emergency Rental Assistance Program funds.
15. Resolution authorizing the execution of an Emergency Rental Assistance Program Agreement with Bridge Ministries, Inc., for emergency payment assistance programming not to exceed \$500,000.00. Funds will come from the Emergency Rental Assistance Program funds.
16. Resolution authorizing the award and execute Amendment #1 to the agreement with Legal Services of Alabama, Inc. for CD19-05C-CW-LSA, to extend the contract termination date to June 30, 2022.
17. Resolution authorizing the execution of a Cooperation Agreement with Bagley Volunteer Fire and Rescue for the construction of a storm shelter. The project is funded by the General Fund allocation for storm shelters.
18. Resolution authorizing the execution of a Cooperation Agreement with Glennwood Fire District for the construction of a storm shelter. The project is funded by the General Fund allocation for storm shelters.

E. Family Court

No Items Submitted

F. Youth Detention

No Items Submitted

X. ADMINISTRATIVE & INFRASTRUCTURE - COMMISSIONER STEPHENS

A. Commission District 3

19. Resolution authorizing the execution of a Community Grant Program Agreement with the Hoover Police Department in the amount of \$2,400.00, to fulfill their mission statement to protect the lives and property of the citizens of Hoover.
20. Resolution that authorizes the engagement of Wheless Partners to conduct a nationwide search to fill the upcoming County Manager vacancy as required by Act 2011-69, Section 3 (a).

B. County Attorney

21. Resolution authorizing the Commission President to execute MOU between Jefferson County, Irondale and HEPLEEDS, LLC and Amendment to Easement agreements.
22. Resolution to deny the property damage claim of One Beacon Insurance.
23. Resolution to deny the personal injury claim by Loreal Flenor, individually and as the mother of D'majaiih Brown.
24. Resolution to deny the vehicle damage claim of Kimberly Holder McKenzie.
25. Resolution to deny the vehicle damage claim of Nelson Brooke.
26. Resolution to deny the plumber reimbursement claim of Ira Levine.
27. Resolution to deny the vehicle damage claim by USAA, o/b/o Ashley Vandeford.
28. Resolution to approve the claim for services performed by Powerhouse Sound in the amount of \$49,800.00.
29. Resolution authorizing the execution of an Amendment #4 to Agreement with Witt O'Brien LLC.

C. County Manager

No Items Submitted

D. Roads & Transportation

- 30. Resolution declaring the Forestdale Park Remnant and Washington Square, as identified, as surplus and approved for divestment.
- 31. Resolution authorizing a Memorandum of Understanding with the City of Pinson for debris removal.
- 32. Resolution authorizing a Memorandum of Understanding with the Town of County Line for debris removal.
- 33. Resolution authorizing payment for Tract 6, Grants Mill Road Corridor.
- 34. Resolution authorizing the execution of a Sales Agreement to purchase a parcel of Right-of-Way, Galleria Blvd Extension STPBH-3715.
- 35. Resolution authorizing the adoption of an Ordinance to establish an All Way Stop Ordinance at the intersection of Kennedy Road at William O Lane and Rosewood Drive in the City of Gardendale.

E. Sheriff's Office

No Items Submitted

XI. FINANCIAL, JUDICIAL, EMERGENCY MANAGEMENT & DEVELOPMENT AND GENERAL SERVICES - COMMISSIONER KNIGHT

A. Commission District 4

- 36. Resolution authorizing the recommendation of the appointment of Sue Duke to the Center Point Fire District Board of Trustees.

B. Finance

- 37. Approval of the Unusual Demand Report dated 05/06/2021.
- 38. Resolution authorizing the approval of the Purchasing Agenda Reports for the weeks of 04/08/2021 – 04/14/2021 and 04/15/2021 – 04/21/2021.
- 39. Resolution authorizing the approval of the Purchasing Exceptions Reports for the week of 04/08/2021 – 04/14/2021 and 04/15/2021 – 04/21/2021.

40. Resolution authorizing the approval of the Encumbrance Reports for the weeks of 04/08/2021 - 04/14/2021 and 04/15/2021 - 04/21/2021.
41. Resolution authorizing the ratification of the Jefferson Credit Union Statement dated 04/03/2021.
42. Resolution authorizing the execution of an Agreement with the University of Alabama at Birmingham Mental Health - TASC appropriation in the amount of \$1,221,000.00, to provide funding for Mental Health Court Services for the State Court System in Jefferson County.

C. Budget Management Office

43. Resolution authorizing the adoption of a Budget Amendment for the Compliance Office in the amount of \$70,225.40 to increase revenues and expenditures to record a payment earmarked for EID's use as directed per Court Order.
44. Approval of the Travel/Staff Development dated 4/6/2021 as follows:

MULTIPLE STAFF DEVELOPMENT

Information Technology

Antonio Crespo	11,865.00
Craig Lesley	
Michael Pickens	
Barbara Newman	
Maurice Myers	
*Brandon Brown	
*Douglas Taylor	
NACO High Performance Academy	
*NACO Cybersecurity Academy	
Birmingham, AL -April 26-30, 2021	

Revenue

Menisha Baldwin	497.98
Tanjawania Hurst	378.94
Patrice Skinner	530.64
Anthonette D. Dotson	628.30
CGEI 2021 CROAA-Overview of County Government	
Prattville, AL -May 26-27, 2021	

Menisha Baldwin	497.98
Shelley Raia	523.53
Ebonee Hammonde	523.53
Peterson Bridges	475.02
Anthonette D. Dotson	645.55
CGEI 2021 CROAA-Safety for the County Revenue Officer	

Prattville, AL -June 9-10, 2021

INDIVIDUAL STAFF DEVELOPMENT

Board of Equalization

Anita Jordan	75.00
GEDI Support Certification Online	
Birmingham, AL -April 30, 2021	

Tax Assessor Bessemer

Quin Hameen	865.04
AAO Planning Meeting	
Orange Beach, AL -May 12-15, 2021	

Barbara Henderson	2,691.06
2021 AATA Summer Conference	
Orange Beach -AL -June 13-17, 2021	

D. Revenue

No Items Submitted

E. Board of Equalization

No Items Submitted

F. Board of Registrars

45. Resolution authorizing to split Precinct 4020 Trussville First Baptist Church to 4025 Trussville Civic Center.

46. Resolution authorizing to split Precinct 4040 Trussville City Hall to 4045 Faith Christian Fellowship.

G. Circuit Clerk

No Items Submitted

H. Development Services

No Items Submitted

I. District Attorney

No Items Submitted

J. Emergency Management Agency

No Items Submitted

K. 911 Emergency Communications District

No Items Submitted

L. General Services

No Items Submitted

M. Human Resources

47. Resolution authorizing the execution of an amendment to the Professional Services Contract dated July 23, 2020 with Siena Consulting for the purpose of providing advisory and support services for up to ten (10) additional upcoming Director and Deputy Director Level Assessment Centers over the next two (2) years; up to four (4) Job Components Validity studies; optional consulting services up to eight (8) days of consulting; and related travel expenses.

48. Resolution authorizing an Employment Contract for the position of Deputy Director Human Resources.

N. Jefferson County Pension Board

No Items Submitted

O. Law Library

No Items Submitted

P. Personnel Board of Jefferson County

No Items Submitted

Q. Probate Court

No Items Submitted

R. State Court

No Items Submitted

S. Tax Assessor

No Items Submitted

T. Tax Collector

No Items Submitted

U. Treasurer

No Items Submitted

XII. INFORMATION TECHNOLOGY & ECONOMIC DEVELOPMENT - COMMISSIONER AMMONS

A. Commission District 5

B. No Items Submitted

B. Economic Development

49. Resolution authorizing the execution of a Loan Agreement to support the Birmingham-Jefferson County Port Authority to acquire and develop land to construct a 20,000 sq. ft. warehouse to be located in Jefferson County, the County has agreed to lend \$840,000.00 to the Authority on the terms contained in the agreement to fund a portion of the costs acquiring and constructing a warehouse at the port.

50. Resolution authorizing the execution of an Agreement with the Birmingham Jefferson Convention Complex in the amount of \$53,000.00, to assist with funding to be used in researching and evaluating the economic feasibility of potential new projects to develop and expand their current facilities.

C. Information Technology

No Items Submitted

XIII. NEW BUSINESS FOR UNANIMOUS CONSENT AND CONSIDERATION

XIV. COMMENTS

County Manager – Tony Petelos

County Attorney – Theo Lawson



Planning & Zoning Commission

Meeting: 05/06/21 09:00 AM
 Department: Development Services
 Category: Zoning Case
 Prepared By: Michael Morrison
 Initiator: Derek C.S. Burr
 Sponsors:

ADOPTED

ZONING ITEM - COUNTY COMMISSION 2021-340

DOC ID: 7025 A

Crimson Oak Grove Resources, LLC, owner, Stephen Blankenship, agent requests a change of zoning from A-1 (Agriculture) to I-3 (Industrial) for existing mining operations and for a future dust bore hole to support underground mining activities. Part of Parcel ID# 3200260000078000 in Section 26, Twp 18, Range 6W. (Case Only, 8800 Oak Grove Mine Road Bessemer, 35023)(OAK GROVE)(35.27 acres +/-)

<Resolution to be added for County Commission>

<Insert Motion To for Planning/Zoning Minutes>

P&Z Recommendation: Approval with a condition: a 100-foot buffer zone is required along all boundaries shared with residential property, and any natural vegetation within the buffer zone be maintained to the maximum extent possible.

HISTORY:

03/11/21	P&Z	MEETING CANCELLED	Next: 04/08/21
04/08/21	P&Z	APPROVAL WITH CONTINGENCIES	

Recommended approval with a condition: a 100-foot buffer zone is required along all boundaries shared with residential property, and any natural vegetation within the buffer zone be maintained to the maximum extent possible.

05/04/21	County Commission	MOVED TO AGENDA
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STAFF

Prepared by Michael Morrison, Zoning Administrator

CASE/APPLICATION NUMBER

Z-21-0005

APPLICANT/PROPERTY OWNER

Stephen Blankenship / Crimson Oak Grove Resources, LLC

PUBLIC HEARING DATE

May 6, 2021

PROPERTY ADDRESS/LOCATION

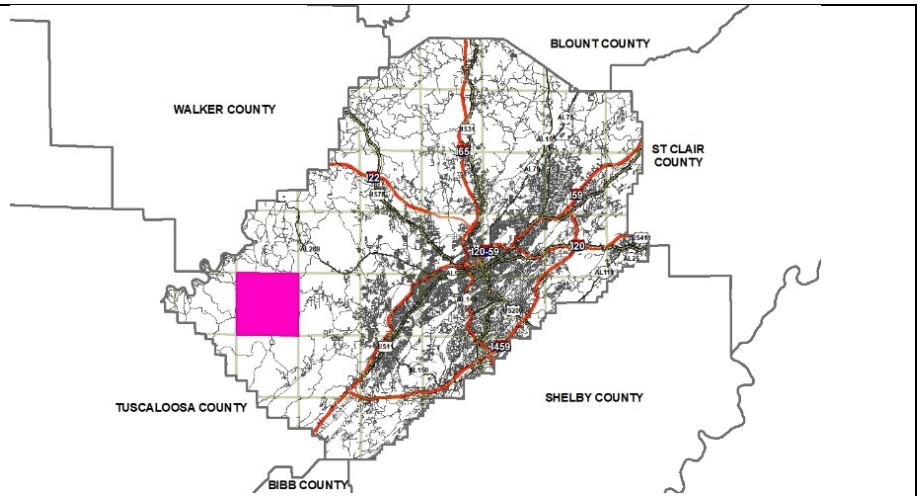
8800 Oak Grove Mine Road, Bessemer, 35023

Parcel ID #: (part of) 3200260000078000

Section/Twp/Range: 32 / 18 / 6W

SUMMARY OF REQUEST

A Zoning Amendment from A-1 (Agriculture) to I-3 (Industrial) for compliance for existing mining operations and for a future dust bore hole to support underground mining activities



EXISTING ZONING	SITE IMPROVEMENTS	SURROUNDING ZONING & LAND USE	SIZE OF PROPERTY
A-1 (Agricultural)	Road leading to mining operations, a helicopter pad, and vacant land	<p>The Oak Grove mine facility is located on the portion of the subject parcel that is currently zoned I-3. Common of this area in the County, much of the area along the thoroughfares are zoned A-1 and contain scattered residences.</p> <p>Along the periphery of these thoroughfares are large corporately-owned tracts that are zoned I-3. The office of the Warrior River Water Authority and a fire station are located to the northwest near the intersection of Lock 17 Road and Mud Creek Road.</p>	35.27 acres +/-

P&Z RECOMMENDATION

Approval with condition: a 100-foot buffer zone is required along all boundaries shared with residential property, and any natural vegetation within the buffer zone be maintained to the maximum extent possible.

STAFF RECOMMENDATION

Concur with the recommendation of P&Z.

Attachment: Z-21-0005-RPT-JCC [Revision 1] (2021-340 : Z-21-0005)

Z-21-0005**Rezone from A-1 to I-3****Page 2 of 11****for compliance for existing mining operations and future dust bore hole**

<p>COMPATIBILITY with the COMPREHENSIVE PLAN or LAND USE PLAN</p> <p>The Land Use Plan allows for consideration of mining operations so long as adequate road access is provided, mining is buffered from other types of land uses and not allowed where sensitive water resources would be endangered, and the operation engages in conservation techniques and/or best management practices shall be used to protect surface and groundwater resources.</p>	<p>PROPERTY HISTORY</p> <p>This property retains its original zoning.</p> <p>In 1993, a rezoning case was filed to zone the entirety of this property to I-3 (Industrial). At that time the commission just rezoned a 220-foot by 275-foot area for a new office building (rezoning case Z-1993-075). Since that time a helipad was constructed on the subject property to the west of the new building.</p>
<p>COMPATIBILITY with the ZONING ORDINANCE</p> <p>The proposed use of the property is an allowed use in the I-3 zoning district. Consolidating the zoning on the property would ease administration of the zoning ordinance and future permitting. Helipads require approval of the Board of Zoning Adjustment, which was granted at their April 26, 2021 public hearing.</p>	

ATTACHMENTS

Site
LayoutInformation on
Bore Holes

Aerial Image

Land Use
Map

Zoning Map

Attachment: Z-21-0005-RPT-JCC [Revision 1] (2021-340 : Z-21-0005)

Z-21-0005

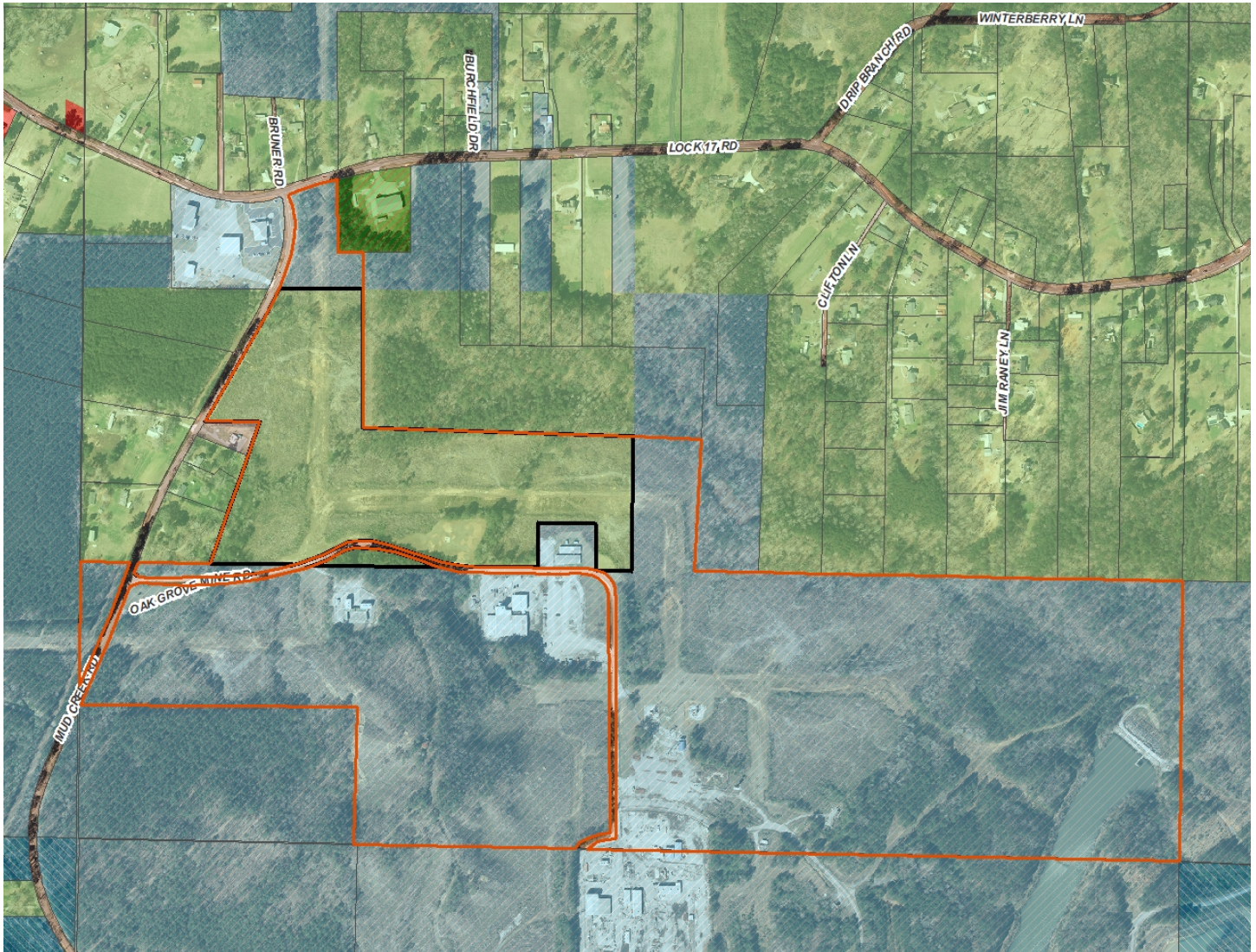
Rezone from A-1 to I-3

for compliance for existing mining operations and future dust bore hole

Page 3 of 11

EXISTING SITE LAYOUT

Depicted below is the entirety of the tax parcel in question (outlined in red), the majority of which is already zoned I-3. The area outlined in black (the area zoned A-1) is the subject property.



Attachment: Z-21-0005-RPT-JCC [Revision 1] (2021-340 : Z-21-0005)

Z-21-0005

Rezone from A-1 to I-3

for compliance for existing mining operations and future dust bore hole

Page 4 of 11

EXISTING SITE LAYOUT AND BORE HOLE LOCATION

There are no plans for major development of the subject property, only for installation of a dust bore hole in the future in support of underground mining operations. The location of the helicopter pad is circled in the image below.



Attachment: Z-21-0005-RPT-JCC [Revision 1] (2021-340 : Z-21-0005)

Z-21-0005

Rezone from A-1 to I-3

for compliance for existing mining operations and future dust bore hole

Page 5 of 11

BORE HOLE INFORMATION

The actual bore hole consists of a pipe extending through the ground into the underground mining area. Rock dust is delivered to the site on average about once a week (4-5 times per month). The dust is either loaded into the hole directly by suction from an industrial vehicle, or the dust arrives via bags (similar to saccrete or lime) and injected into the hole via the hopper. The rock dust is used to decrease combustibility of the coal fines in the underground mines, where the dust is used to cover the walls and floors.



Attachment: Z-21-0005-RPT-JCC [Revision 1] (2021-340 : Z-21-0005)

Z-21-0005

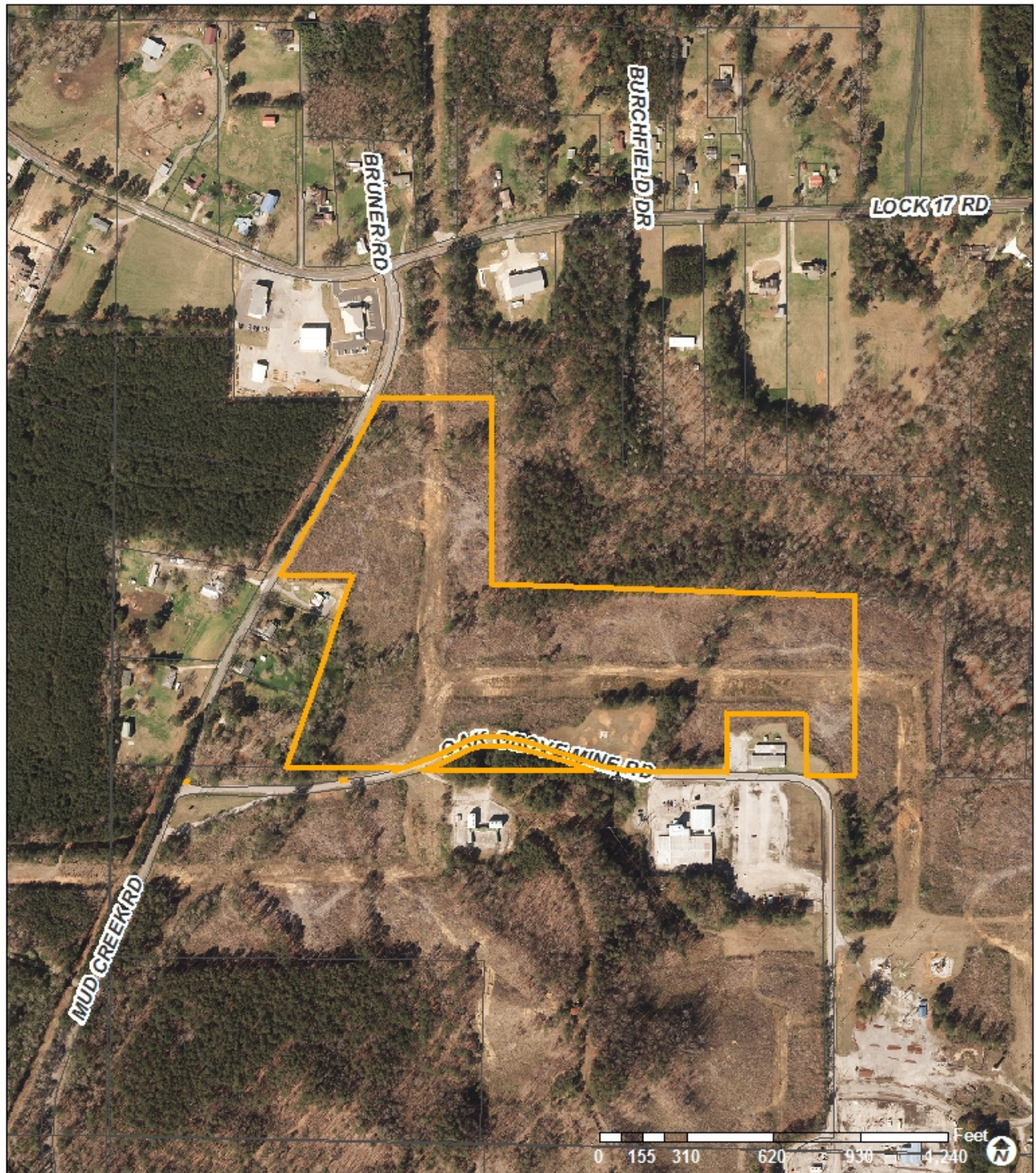
Rezone from A-1 to I-3

for compliance for existing mining operations and future dust bore hole

Page 7 of 11



Z-21-0005 Aerial Image



Attachment: Z-21-0005-RPT-JCC [Revision 1] (2021-340 : Z-21-0005)

Feb 22, 2021

Packet Pg. 19

Z-21-0005

Rezone from A-1 to I-3

for compliance for existing mining operations and future dust bore hole

Page 8 of 11

SUPPLEMENTAL INFORMATION

Traffic Engineering: No traffic problems are anticipated from a rezoning of this property.

Drainage Engineering: No new drainage issues should be expected due to the rezoning of this property based on the information provided. However, should any revisions be made to this site that were not shown in the information provided for this case, additional drainage consideration and review may be necessary. Any new construction or site work will require site plan review and approval.

Floodplain: Not present on the subject property. (FIRM# 500G, dated 9-29-2006).

Sanitation Service: Jefferson County Sewers are not adjacent to this property. As such, the property would have to be serviced by a private septic system permitted by the Jefferson County Department of Health.

Water Service: is provided by the Warrior River Water Authority and any development of the property would need to be coordinated with that entity for potable water.

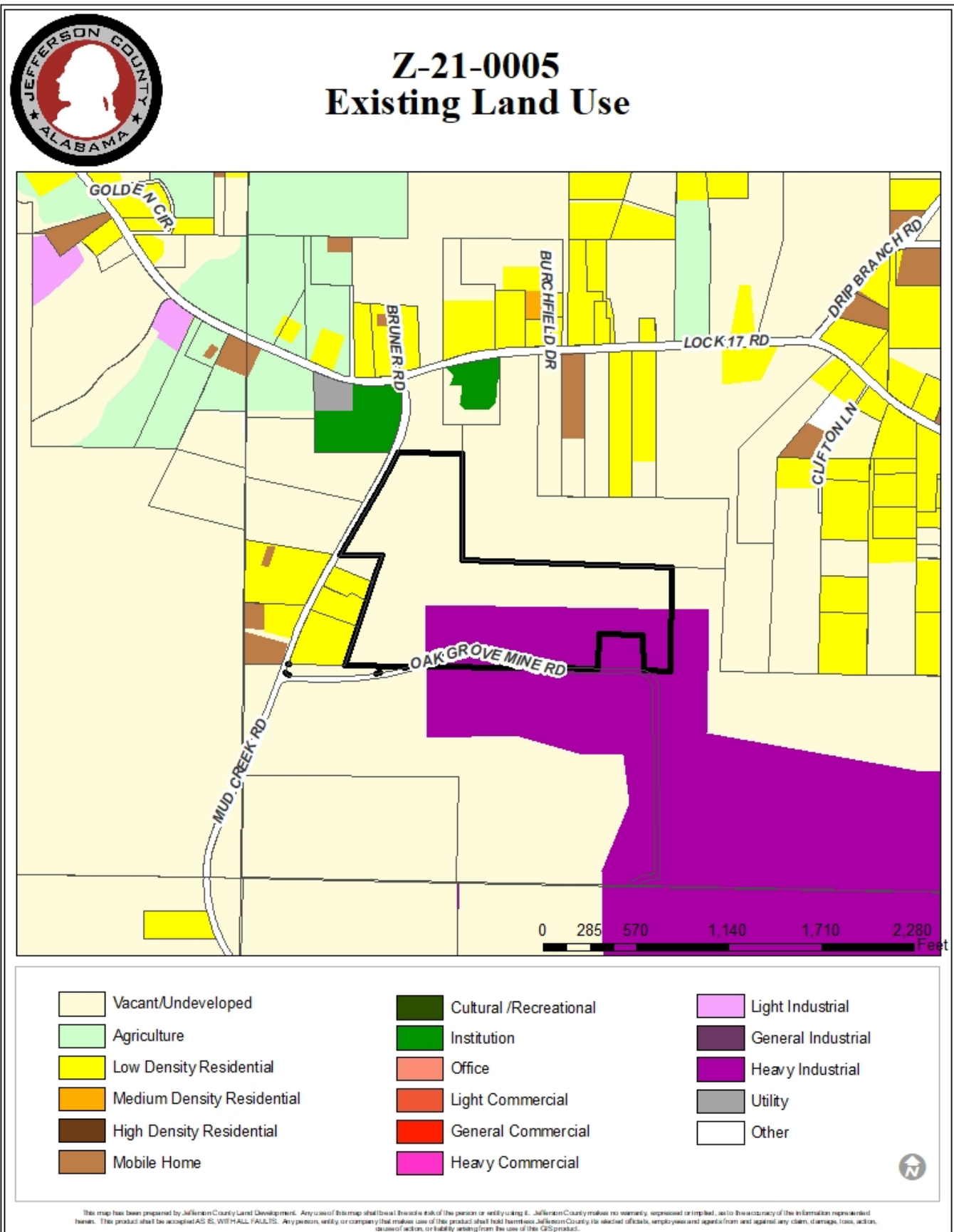
Attachment: Z-21-0005-RPT-JCC [Revision 1] (2021-340 : Z-21-0005)

Z-21-0005

Rezone from A-1 to I-3

for compliance for existing mining operations and future dust bore hole

Page 9 of 11



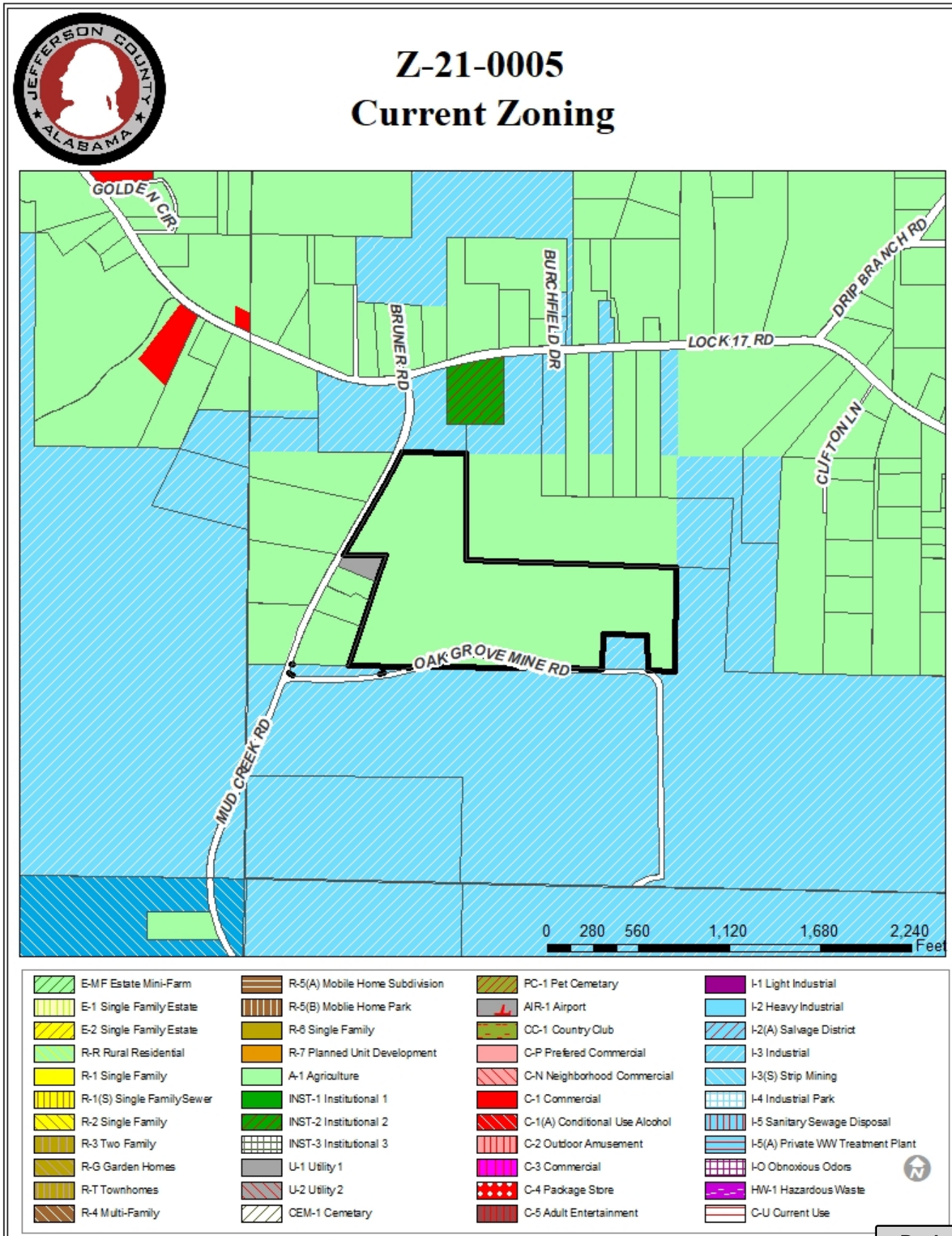
Attachment: Z-21-0005-RPT-JCC [Revision 1] (2021-340 : Z-21-0005)

Z-21-0005

Rezone from A-1 to I-3

for compliance for existing mining operations and future dust bore hole

Page 10 of 11



Attachment: Z-21-0005-RPT-JCC [Revision 1] (2021-340 : Z-21-0005)

Z-21-0005

Rezone from A-1 to I-3

for compliance for existing mining operations and future dust bore hole

Page 11 of 11

LETTER OF OPPOSITION

Case # Z-21-0005

3/8/21

Michael R Morrison

I am writing this in regard to rezoning of property I lease. I have leased this property for forty years and it's always been agriculture. My only concern is the damage the drilling of these dust bore holes will cause (including road). I have cattle on the property and I am not there to check on them all the time. I know my concerns do not amount to much, because they are already planned.

Thank-you
for your time.

Sylvia Griffith
Sylvia Griffith

Attachment: Z-21-0005-RPT-JCC [Revision 1] (2021-340 : Z-21-0005)



Planning & Zoning Commission

ADOPTED

Meeting: 05/06/21 09:00 AM

Department: Development Services

Category: Zoning Case

Prepared By: Michael Morrison

Initiator: Derek C.S. Burr

Sponsors:

ZONING ITEM - COUNTY COMMISSION 2021-341

DOC ID: 7142 A

Michael M. & Judith M. Arnold, owners, Todd Thompson, agent requests a change of zoning from E-2 (Estate) to C-P (Preferred Commercial) for a professional office building. Parcel ID# 2800341002001000 in Section 34, Twp 18, Range 2W. (Case Only, 5000 Cahaba River Road Birmingham, 35243)(VESTAVIA)(1.01 acres +/-)

Staff Recommendation: Approval with a condition that there shall be no disturbance within the 35-foot rear setback.

P&Z Recommendation: Approval with conditions as follows:

1. A six-foot wood privacy fence shall be installed along the rear property line in addition to the required 15-foot buffer; and,
2. architectural design of the proposed structure on the property shall be subject to approval of the Planning & Zoning Commission.

HISTORY:

04/08/21 P&Z APPROVAL WITH CONTINGENCIES

Recommended Approval with a conditions as follows: 1. A six-foot wood privacy fence shall be installed along the rear property line in addition to the required 15-foot buffer; and, 2. Architectural design of the proposed structure on the property shall be subject to approval of the Planning & Zoning Commission.

05/04/21 County Commission MOVED TO AGENDA

STAFF

Prepared by Michael Morrison, Zoning Administrator

CASE/APPLICATION NUMBER

Z-21-0007

APPLICANT/PROPERTY OWNER

Todd Thompson / Michael M. & Judith M. Arnold

PUBLIC HEARING DATE

May 6, 2021

PROPERTY ADDRESS/LOCATION

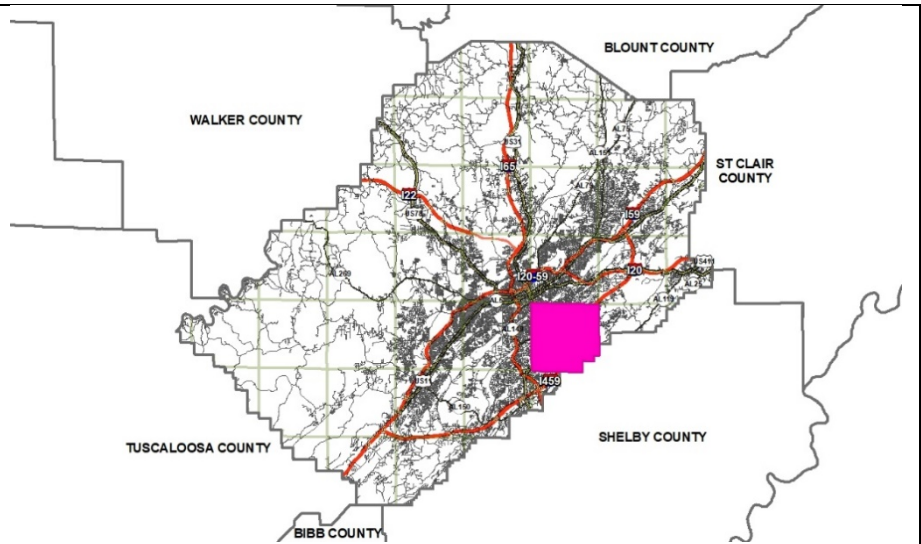
5000 Cahaba River Road, Birmingham, 35243

Parcel ID #: 2800341002001000

Section/Twp/Range: 28 / 18 / 2W

SUMMARY OF REQUEST

A Zoning Amendment from E-2 (Estate) to C-P (Preferred Commercial) for a professional office building.

**EXISTING ZONING****SITE IMPROVEMENTS****SIZE OF PROPERTY**

E-2 (Estate)

One (1) Single Family Dwelling

1.01 acres +/-

SURROUNDING ZONING & LAND USE

Most of the frontage along Cahaba River Road is comprised of offices, businesses, and multi-family housing. A rear entrance to Grandview Hospital is located approximately 300 feet from the proposed shared entrance for this development. Much of the territory along the corridor is within the Cities of Birmingham or Vestavia Hills.

Established residential neighborhoods are located to the south/rear of the property.

There is a residence on the adjacent property that is located approximately 200 feet from the rear property line.

P&Z RECOMMENDATION

Approval with a conditions as follows:

1. **A six-foot wood privacy fence shall be installed along the rear property line in addition to the required 15-foot buffer; and,**
2. **Architectural design of the proposed structure on the property shall be subject to approval of the Planning & Zoning Commission.**

STAFF RECOMMENDATION

Concur with the recommendation of P&Z

Attachment: Z-21-0007-RPT-JCC [Revision 1] (2021-341 : Z-21-0007)

Z-21-0007

**Rezone from E-2 to C-P
for a professional office building**

Page 2 of 8

COMPATIBILITY with the COMPREHENSIVE PLAN or LAND USE PLAN

The land use designation for this property is Office and C-P zoning is consistent. In addition, this property has previously been rezoned C-P, although the zoning reverted as development had not occurred.

PROPERTY HISTORY

This property retains its original zoning. However, there have been multiple attempts to rezone the property over the past 20 years.

In 2004, the property was approved for rezoning to C-P with contingencies for submission of a site plan showing adequate parking and covenants for the location of the driveway to be approved by R&T, the structure to maintain a residential appearance compatible with the existing offices in the area, reversionary clause (reversion date: November 23, 2005), and best management practices clause. No development took place and the property reverted back to E-2.

In 2006, the property was approved for rezoning to C-P with covenants for driveway location to be approved by R&T, a 50-foot buffer along the south property line, reversionary clause (reversion date: May 16, 2008), and best management practices clause. Again, no development took place the property reverted back to E-2.

In 2008, a rezoning case was approved with covenants for driveway location approval by R&T, a 50-foot buffer along the southern property line, roadway improvements to Cahaba River Road as requested by R&T, provision of adequate right of way for road construction, joint driveway with the adjacent property, and a reversionary clause (reversion date June 17, 2011). Again, no development ever began and the property reverted back to E-2.

In 2016, a case was filed for rezoning to C-P but the case was withdrawn by the applicant after the case was carried over for the applicant to research a left turn lane into the property (Z-2016-004).

COMPATIBILITY with the ZONING ORDINANCE

The proposed use of the property is an allowed use in the C-P zoning district.

ATTACHMENTS

Conceptual
Development
Plan

Aerial
Photograph

Land Use
Map

Zoning Map

Attachment: Z-21-0007-RPT-JCC [Revision 1] (2021-341 : Z-21-0007)

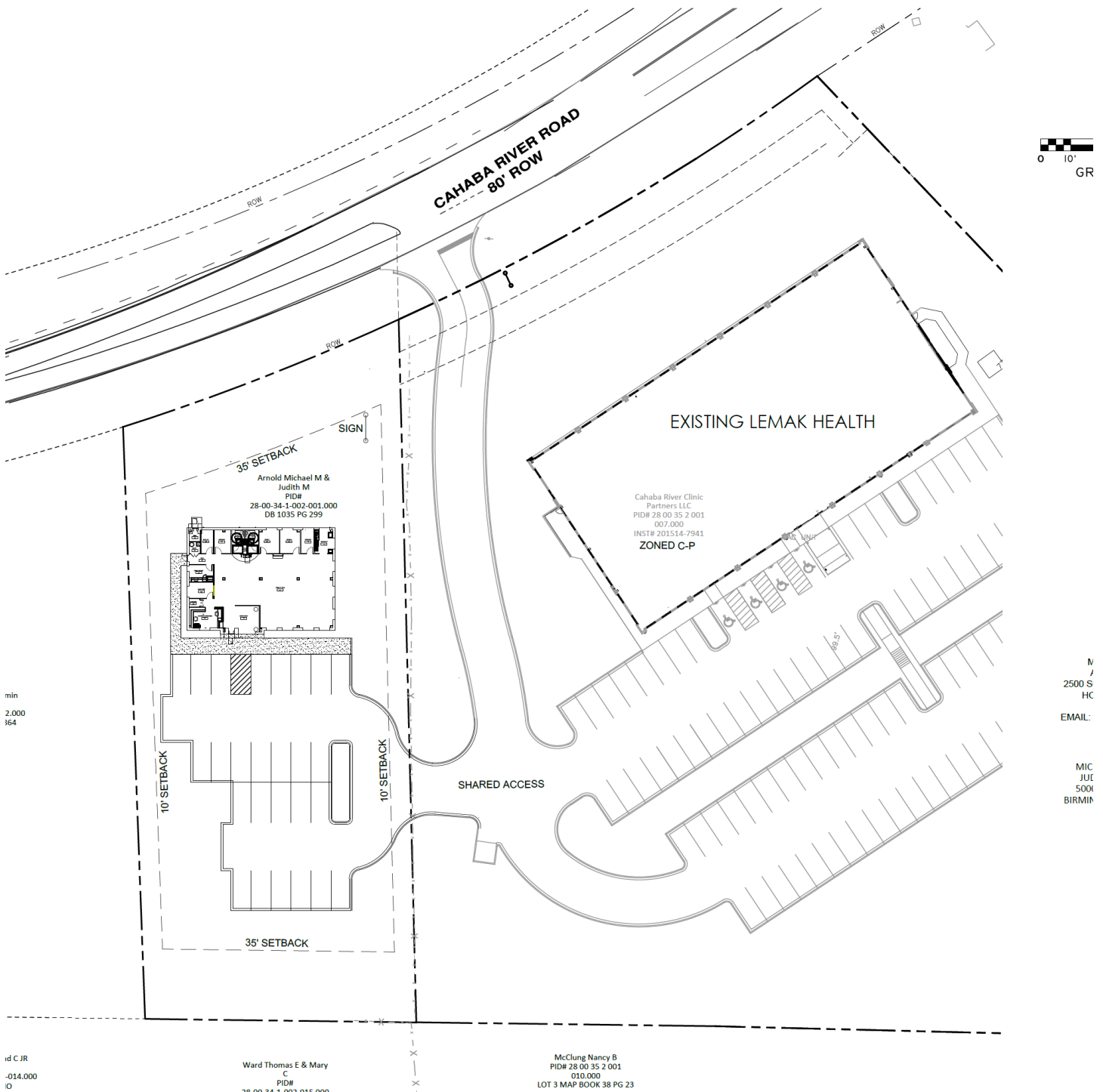
Z-21-0007

Rezone from E-2 to C-P
for a professional office building

Page 3 of 8

CONCEPTUAL DEVELOPMENT PLAN EVALUATION

Depicted below is the proposed layout of the office building and parking on the subject property. The access to the property will be provided by an existing access drive that serves the adjacent medical office (Lemak Health). As shown, the structure satisfies all building setbacks.



Attachment: Z-21-0007-RPT-JCC [Revision 1] (2021-341 : Z-21-0007)

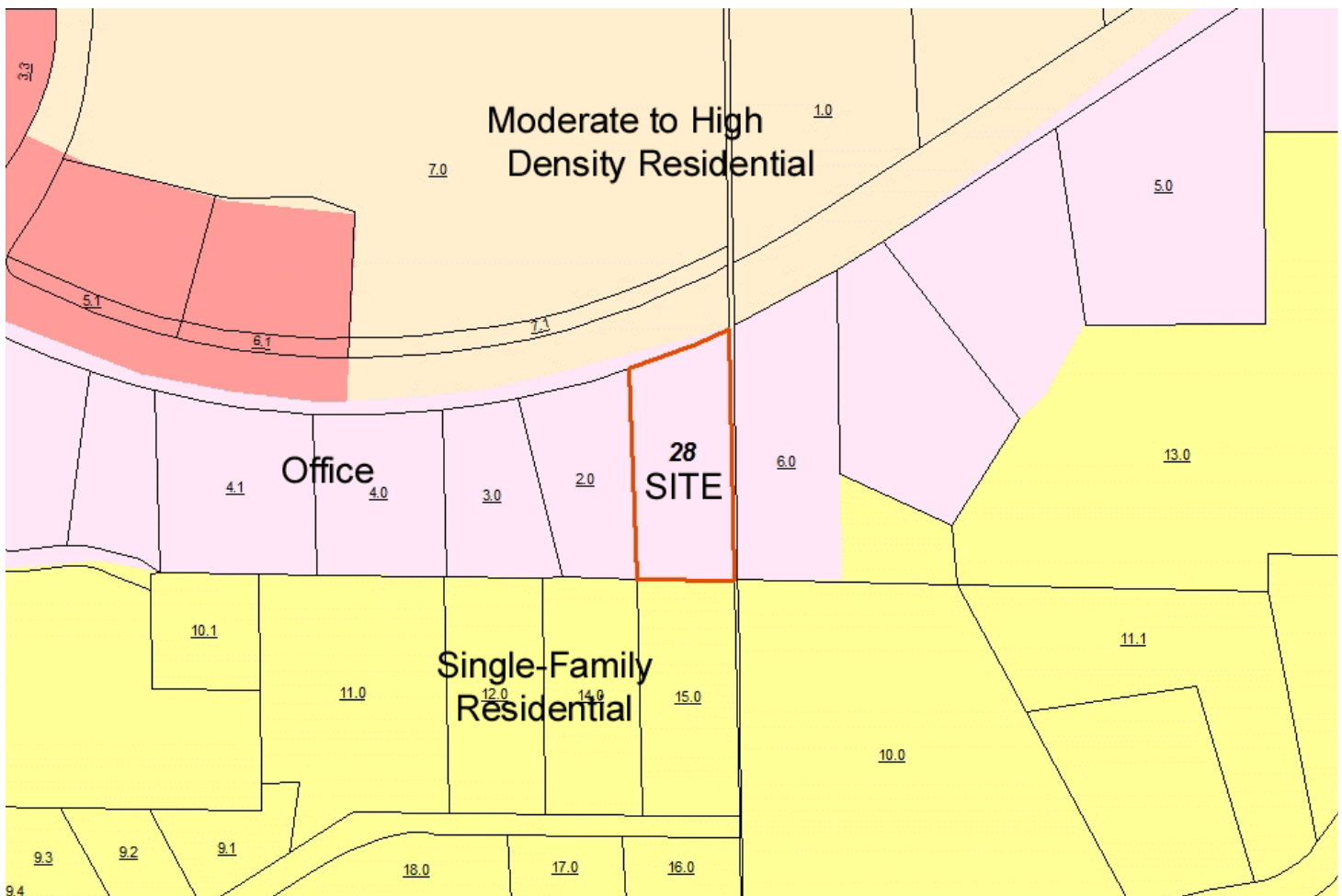
Z-21-0007

Rezone from E-2 to C-P
for a professional office building

Page 4 of 8

LAND USE PLAN COMPLIANCE

The land use designation for this property is Office and C-P zoning is consistent. In addition, this property has previously been rezoned C-P, although the zoning reverted to its original zoning as development had not occurred.



Attachment: Z-21-0007-RPT-JCC [Revision 1] (2021-341 : Z-21-0007)

Z-21-0007

Rezone from E-2 to C-P
for a professional office building

Page 5 of 8



Z-21-0007 Aerial Image



Attachment: Z-21-0007-RPT-JCC [Revision 1] (2021-341 : Z-21-0007)

Mar 26, 2021

SUPPLEMENTAL INFORMATION

Traffic Engineering: By sharing the existing driveway located on the adjacent property, traffic problems are not anticipated from this development.

Drainage Engineering: Site plans will be required for this development and any drainage issues may be worked out at the time of review. This development should not be expected to create additional drainage problems in this area *if it is constructed in accordance with Jefferson County regulations*. However, should any revisions be made to this site that were not shown on the information provided for this case, additional drainage consideration and review may be necessary.

Floodplain: Not present on the subject property. (FIRM# 586G, dated 9-29-2006).

Sanitation Service: This property is not currently serviced by Jefferson County sewers. However, the developer is planning on extending an existing sewer main from the adjacent property to the east to service the subject property. All plans for extension of County sewer and location of easements will need approval from the Environmental Services Department.

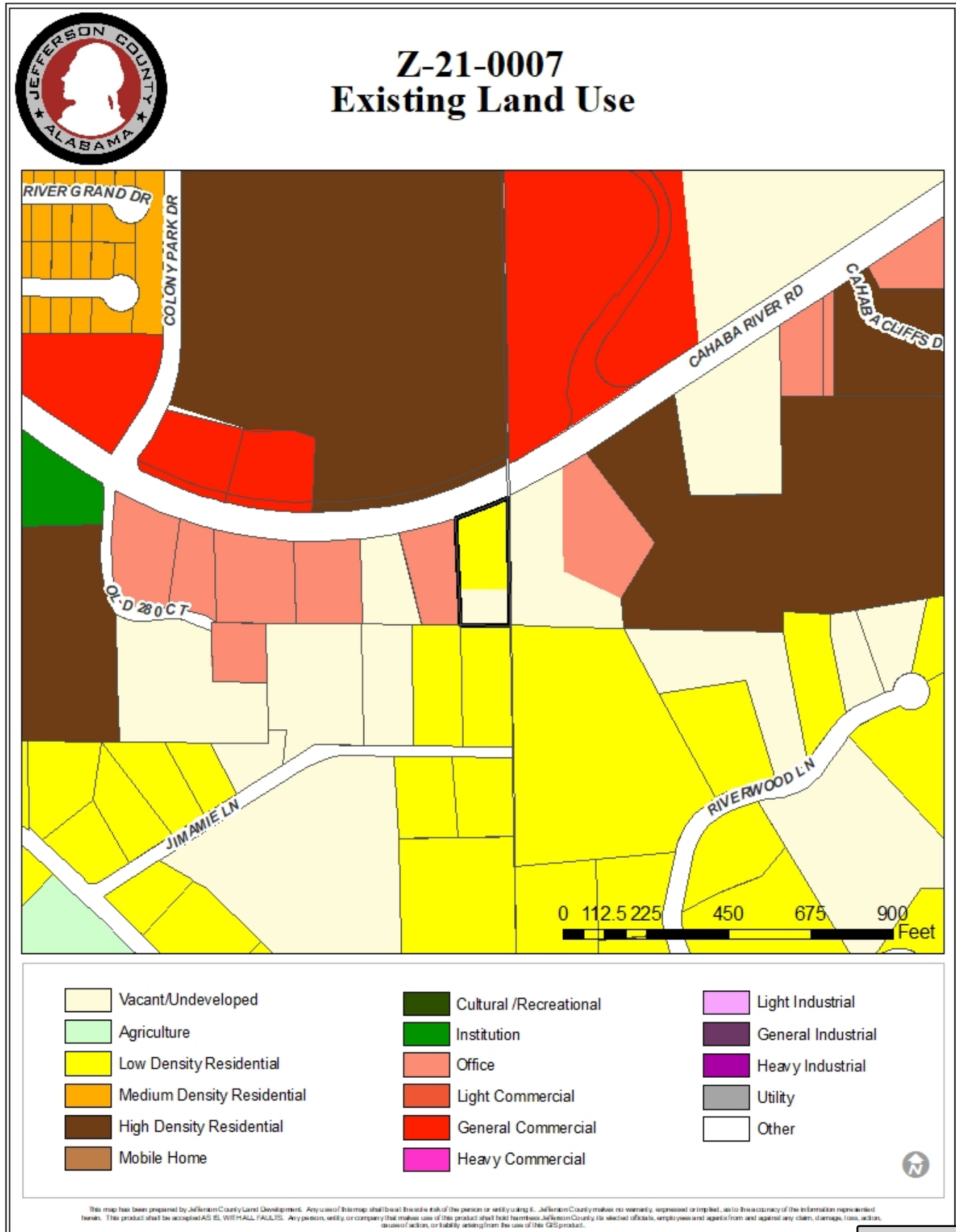
Parking and Landscaping: The zoning regulations requires three (3) parking spaces plus one (1) additional space for each four hundred square feet of floor area over 1,000 square feet. Peripheral landscaping is required for all parking lots with more than 12 spaces, interior landscaping is required for all parking lots containing more than 30 spaces. A minimum 15-foot buffer is required along the rear property line where adjacent to residential property.

Water Service: is provided by the Birmingham Water Works Board and any development of the property would need to be coordinated with that entity for potable water.

Z-21-0007

Rezone from E-2 to C-P
for a professional office building

Page 7 of 8

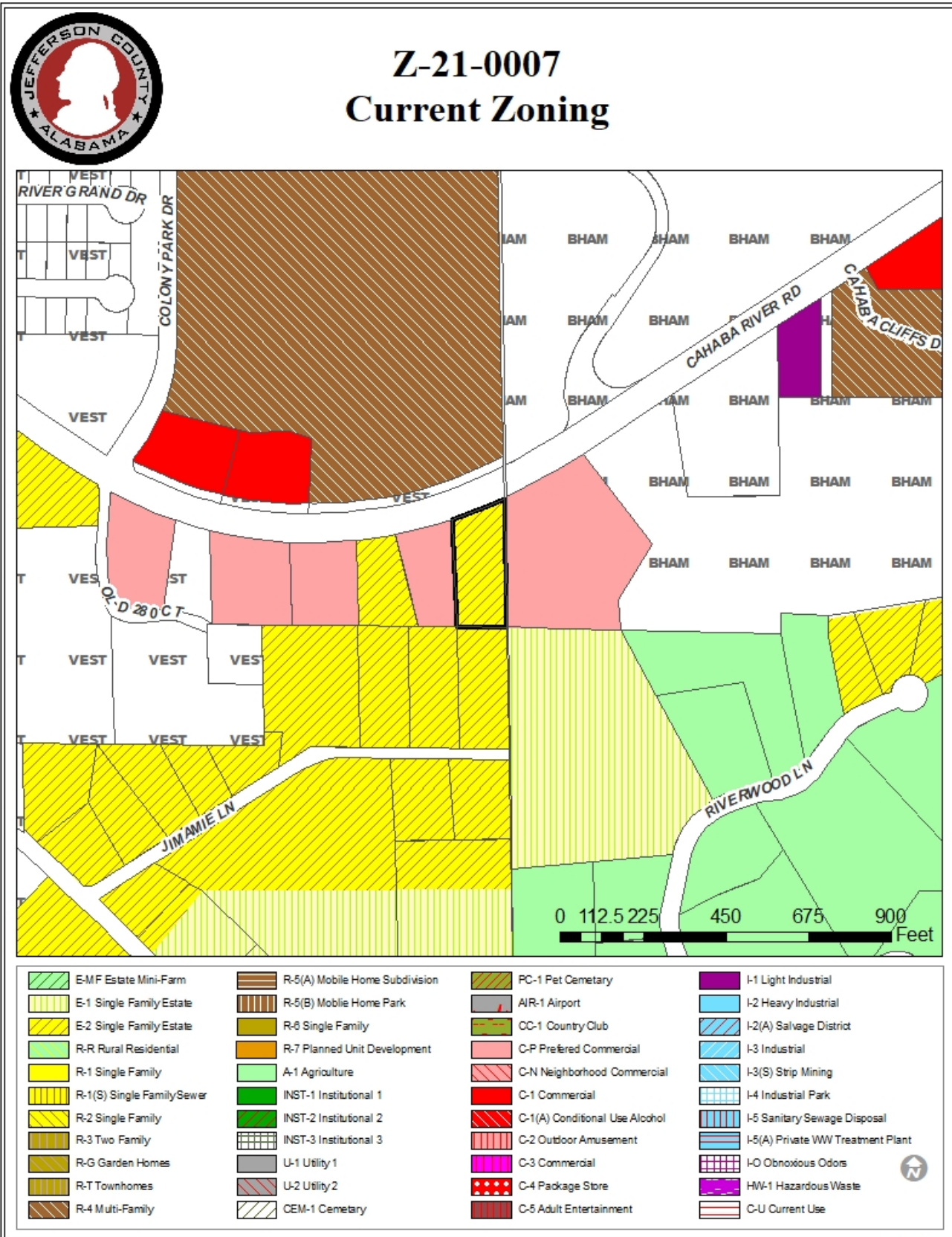


Attachment: Z-21-0007-RPT-JCC [Revision 1] (2021-341 : Z-21-0007)

Z-21-0007

Rezone from E-2 to C-P
for a professional office building

Page 8 of 8



Apr 1, 2021



Planning & Zoning Commission

ADOPTED

ZONING ITEM - COUNTY COMMISSION 2021-342

DOC ID: 7143 A

Meeting: 05/06/21 09:00 AM
 Department: Development Services
 Category: Zoning Case
 Prepared By: Michael Morrison
 Initiator: Derek C.S. Burr
 Sponsors:

Mary Beard & Rickly L. Foster, owners, Bobby Hornsby, agent requests a change of zoning from I-2 (Heavy Industrial) to A-1 (Agriculture) for residential use. Part of Parcel ID# 1100032000025000 in Section 3, Twp 16, Range 1E. (Case Only, 8145 Glendale Farms Road Trussville, 35173)(TRUSSVILLE)(6 acres +/-)

<Resolution to be added for County Commission>

Staff Recommendation: Approval

P&Z Recommendation: Approval

HISTORY:

04/08/21	P&Z	APPROVED
05/04/21	County Commission	MOVED TO AGENDA

STAFF

Prepared by Michael Morrison, Zoning Administrator

CASE/APPLICATION NUMBER

Z-21-0008

APPLICANT/PROPERTY OWNER

Bobby Hornsby / Mary Beard & Ricky L. Foster

PUBLIC HEARING DATE

May 6, 2021

PROPERTY ADDRESS/LOCATION

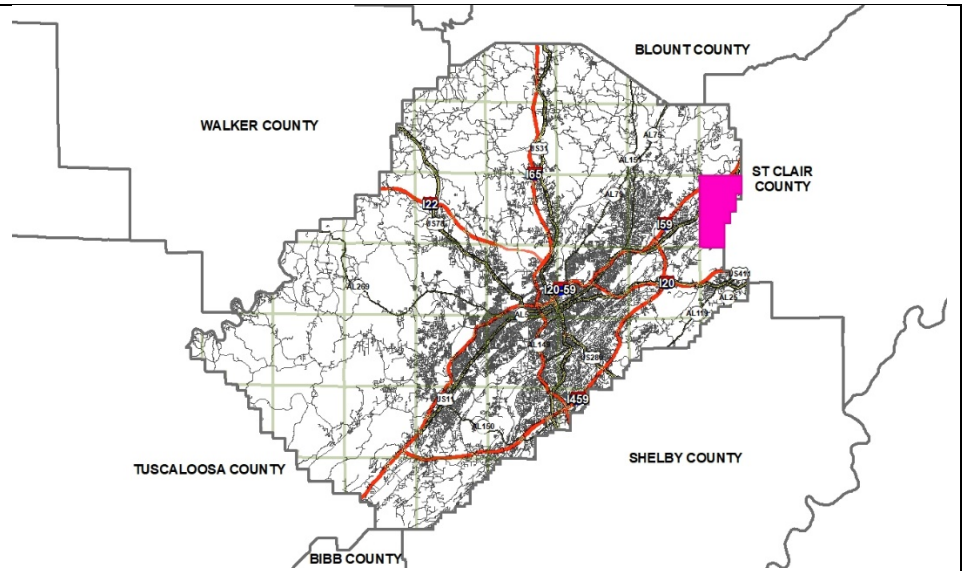
8145 Glendale Farms Road, Trussville, 35173

Part of Parcel ID #: 1100032000025000

Section/Twp/Range: 3 / 16 / 1E

SUMMARY OF REQUEST

A Zoning Amendment from I-2 (Heavy Industry) to A-1 (Agriculture) for future residential use.



EXISTING ZONING	SITE IMPROVEMENTS	SURROUNDING ZONING & LAND USE	SIZE OF PROPERTY
I-3 (Industrial)	One single family dwelling	The long, narrow subject property lies between Glendale Farms Road and a railroad track. The area on the opposite side of Glendale Farms Road is zoned I-2 and once contained a large dairy farm.	6 acres +/-

P&Z RECOMMENDATION

Approval

STAFF RECOMMENDATION

Concur with the recommendation of P&Z

COMPATIBILITY with the COMPREHENSIVE PLAN or LAND USE PLAN This area is located within a rural area of the County where agricultural use and zoning would be appropriate.	PROPERTY HISTORY This property, and the larger tract across Glendale Farms Road was zoned I-2 in 1958 upon request of the property owner who operated a large commercial farm on the property for several decades.
COMPATIBILITY with the ZONING ORDINANCE The proposed use of the property is an allowed use in the A-1 zoning district.	

ATTACHMENTS Aerial Photograph Land Use Map Zoning Map

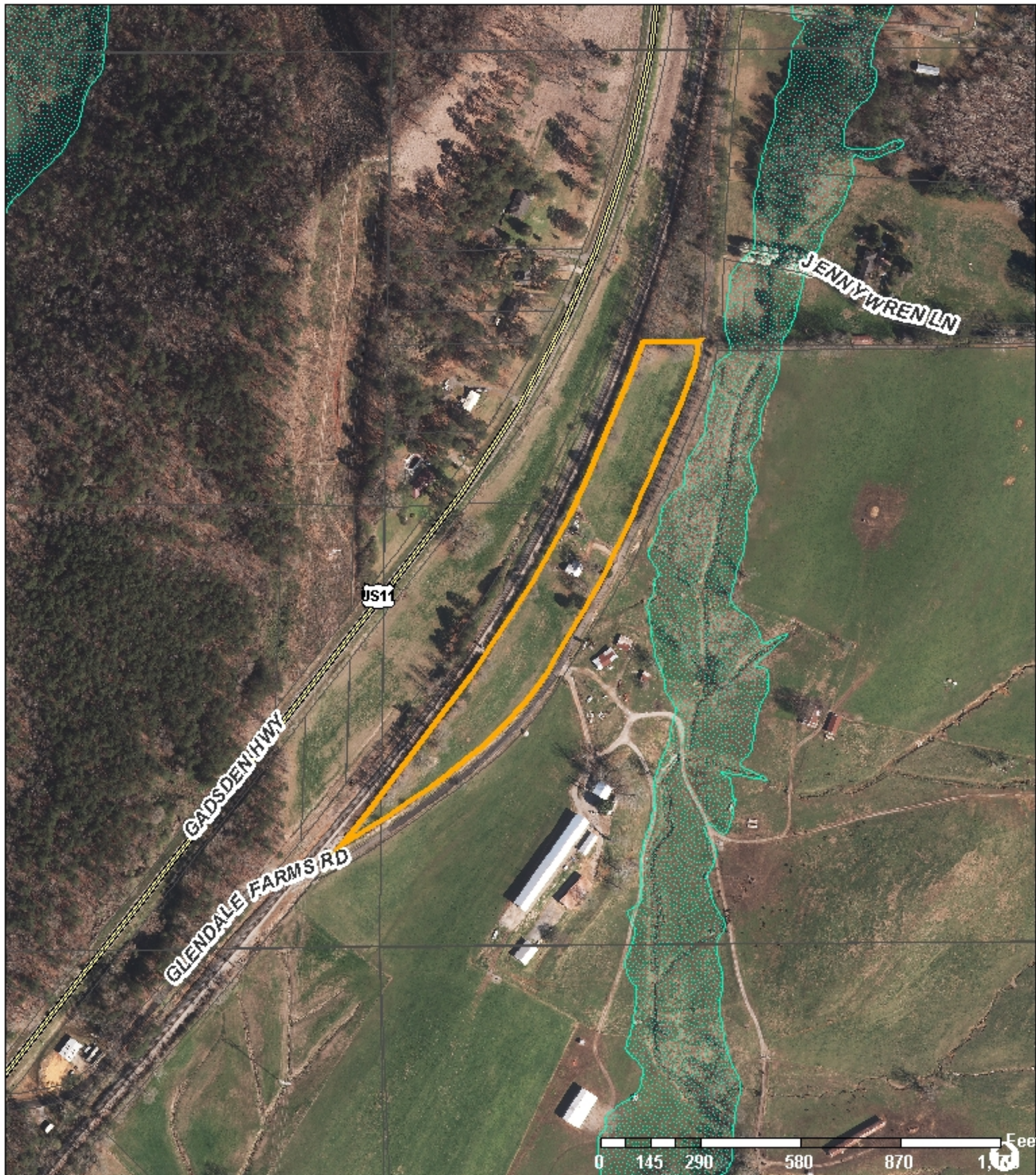
Attachment: Z-21-0008-RPT-JCC [Revision 1] (2021-342 : Z-21-0008)

Z-21-0008
Rezone from I-3 to A-1
for future residential use

Page 2 of 5



Z-21-0008 Aerial Image



Attachment: Z-21-0008-RPT-JCC [Revision 1] (2021-342 : Z-21-0008)

May 26, 2021

SUPPLEMENTAL INFORMATION

Traffic Engineering: No traffic problems are anticipated from a rezoning of this property.

Drainage Engineering: No new drainage issues should be expected due to the rezoning of this property based on the information provided. However, should any revisions be made to this site that were not shown in the information provided for this case, additional drainage consideration and review may be necessary. Any new construction or site work will require site plan review and approval.

Floodplain: Not present on the subject property. (FIRM# 270G, dated 9-29-2006).

Sanitation Service: Jefferson County Sewers are not adjacent to this property. As such, the property would have to be serviced by a private septic system permitted by the Jefferson County Department of Health.

Water Service: is provided by Trussville Utilities and any development of the property would need to be coordinated with that entity for potable water.

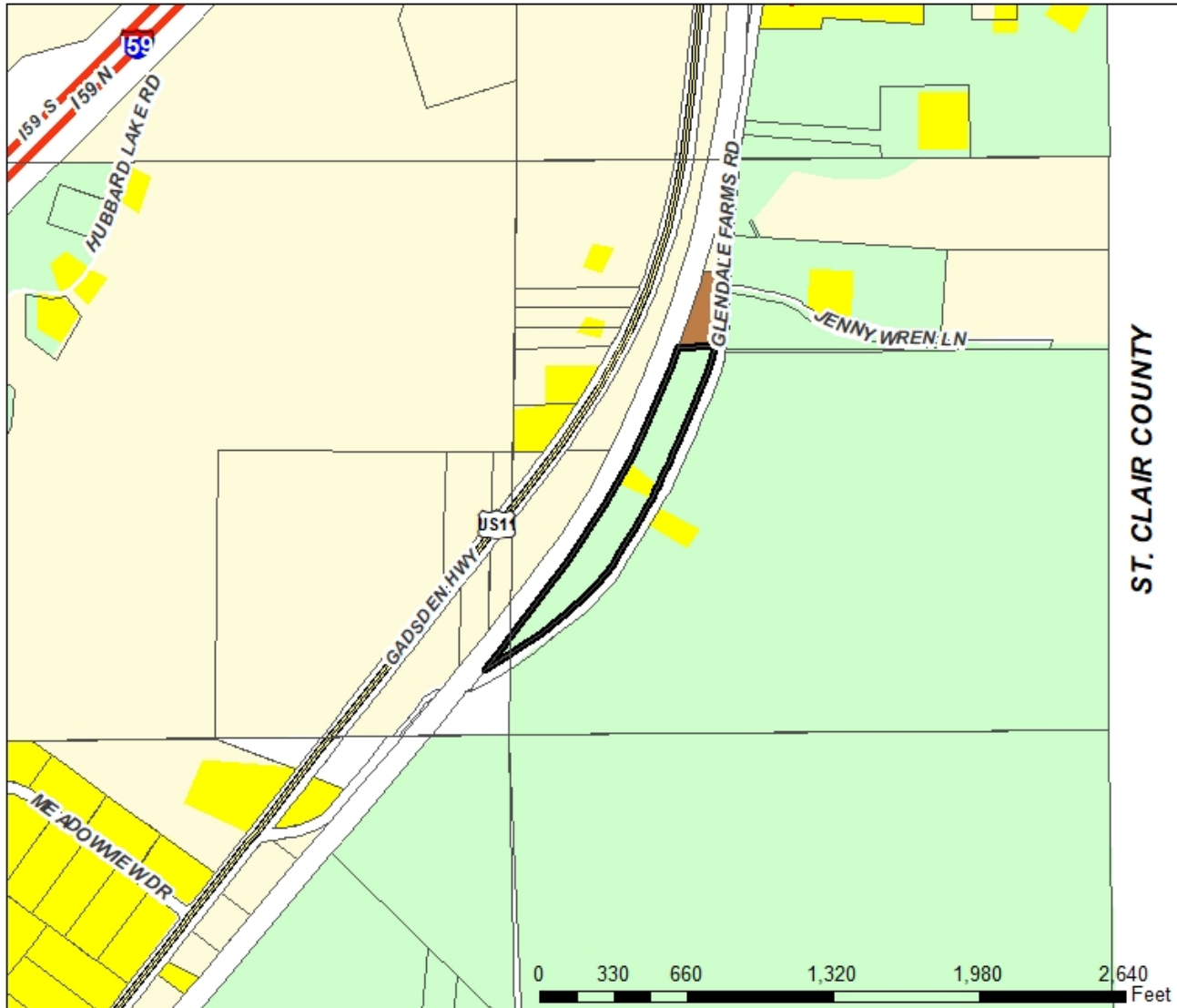
Z-21-0008

Rezone from I-3 to A-1
for future residential use

Page 4 of 5



Z-21-0008 Existing Land Use



Attachment: Z-21-0008-RPT-JCC [Revision 1] (2021-342 : Z-21-0008)

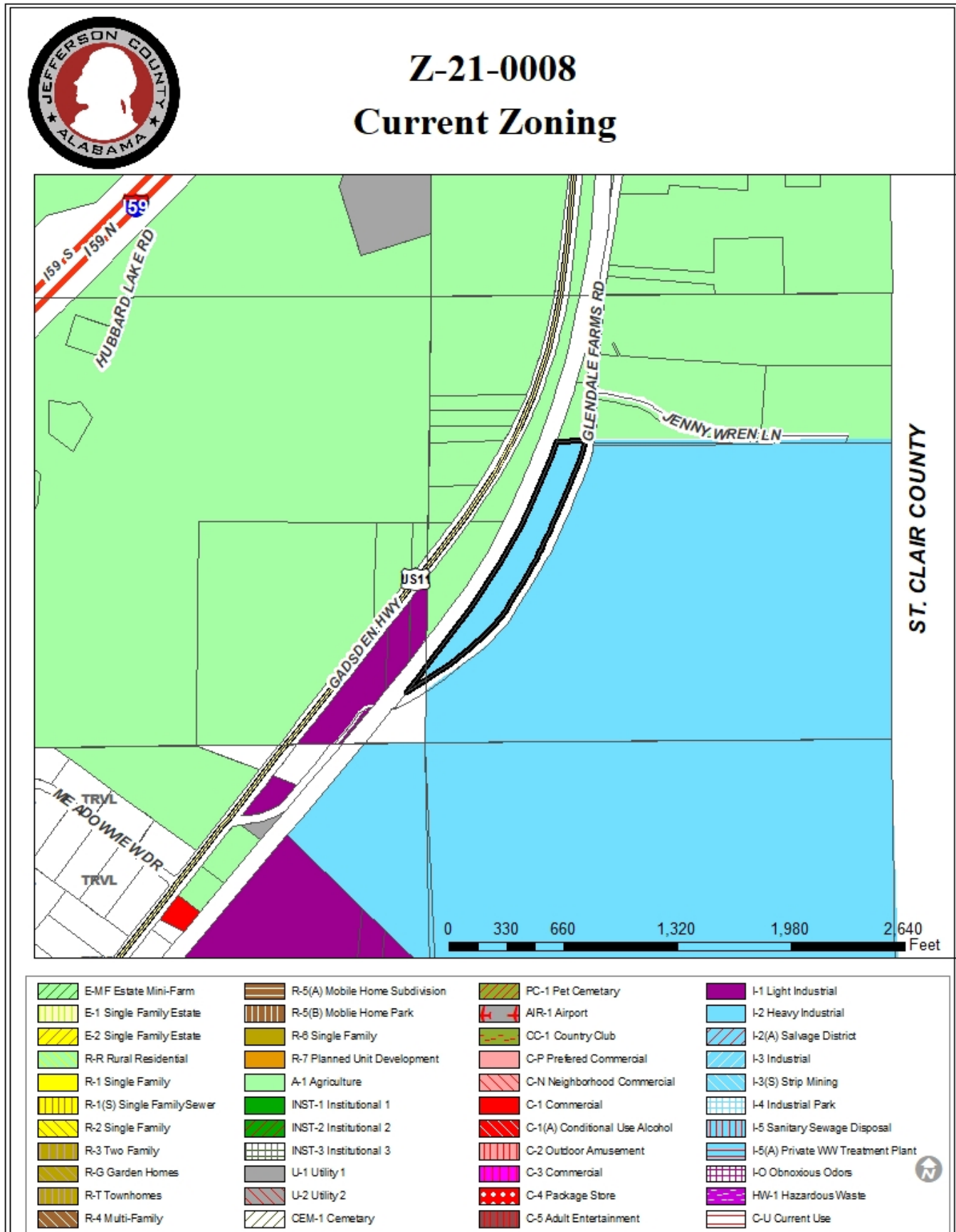
- | | | |
|----------------------------|------------------------|--------------------|
| Vacant/Undeveloped | Cultural /Recreational | Light Industrial |
| Agriculture | Institution | General Industrial |
| Low Density Residential | Office | Heavy Industrial |
| Medium Density Residential | Light Commercial | Utility |
| High Density Residential | General Commercial | Other |
| Mobile Home | Heavy Commercial | |

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Z-21-0008

Rezone from I-3 to A-1
for future residential use

Page 5 of 5



Attachment: Z-21-0008-RPT-JCC [Revision 1] (2021-342 : Z-21-0008)



Planning & Zoning Commission

ADOPTED

ZONING ITEM - COUNTY COMMISSION 2021-343

DOC ID: 7145 A

Meeting: 05/06/21 09:00 AM
 Department: Development Services
 Category: Zoning Case
 Prepared By: Michael Morrison
 Initiator: Derek C.S. Burr
 Sponsors:

Oxmoor Holdings, LLC, owner; Tim Burns, agent requests a change of zoning from C-P(Preferred Commercial) to C-1 (Commercial) for an office and warehouse for an electrical contractor. Parcel ID#'s 4000081002022000 & 4000081002023000 in Section 8, Twp 19, Range 2W. (Case Only, 2656 & 2660 Old Rocky Ridge Road, Birmingham 35216)(ROCKY RIDGE)(1.82 acres +/-)

<Resolution to be added for County Commission>

Staff Recommendation: Approval with a condition that the use of the property be limited to the requested electrical contractor's office and warehouse and any other use that would be allowed in C-P (Preferred Commercial) zoning.

P&Z Recommendation: Approval with conditions as follows:

1. The use of the property shall be limited to the requested electrical contractor's office and warehouse and any other use that would be allowed in C-P (Preferred Commercial) zoning; and,
2. Architectural design of the proposed structure on the property shall be subject to approval by the Planning & Zoning Commission.

HISTORY:

04/08/21 P&Z APPROVAL WITH CONTINGENCIES

Recommended Approval with conditions as follows: 1. The use of the property be limited to the requested electrical contractor's office and warehouse and any other use that would be allowed in C-P (Preferred Commercial) zoning; and, 2. Architectural design of the proposed structure on the property shall be subject to approval of the Planning & Zoning Commission.

05/04/21 County Commission MOVED TO AGENDA

STAFF

Prepared by Michael Morrison, Zoning Administrator

CASE/APPLICATION NUMBER

Z-21-0009

APPLICANT/PROPERTY OWNER

Tim Burns / Carol Land Development Co, LLC & Oxmoor Holdings, LLC

PUBLIC HEARING DATE

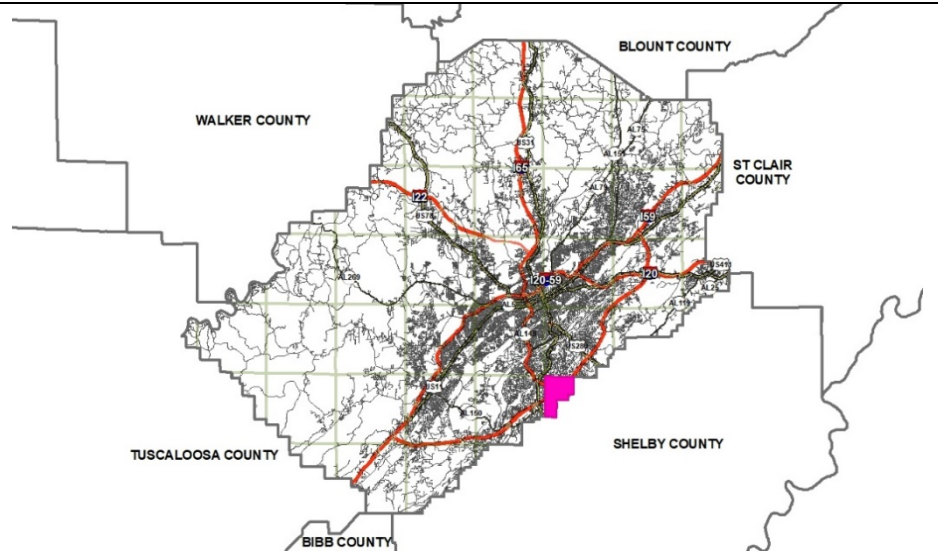
May 6, 2021

PROPERTY ADDRESS/LOCATION

2660 & 2656 Old Rocky Ridge Road, Birmingham, 35216
Part of Parcel ID #: 4000081002023 & 4000081002022000
Section/Twp/Range: 8 / 19 / 2W

SUMMARY OF REQUEST

A Zoning Amendment from C-P (Preferred Commercial) to C-1 (Commercial) for an office and warehouse for an electrical contractor.



EXISTING ZONING	SITE IMPROVEMENTS	SURROUNDING ZONING & LAND USE	SIZE OF PROPERTY
C-P (Preferred Commercial)	A single family dwelling currently used as an office. The remainder of the property is vacant/wooded	The frontage along Old Rocky Ridge Road in this area consists of offices, two contractor's offices (including the one requesting this expansion), and one residence, and athletic fields on the opposite side of the road from the subject property (in the City of Hoover).	6 acres +/-

P&Z RECOMMENDATION

Approval with conditions as follows:

1. The use of the property be limited to the requested electrical contractor's office and warehouse and any other use that would be allowed in C-P (Preferred Commercial) zoning; and,
2. Architectural design of the proposed structure on the property shall be subject to approval of the Planning & Zoning Commission.

STAFF RECOMMENDATION

Concur with the Recommendation of P&Z

Attachment: Z-21-0009-RPT-JCC [Revision 1] (2021-343 : Z-21-0009)

Z-21-0009

Rezoned from C-P to C-1

for an office and warehouse for an electrical contractor

Page 2 of 8

PROPERTY HISTORY

The subject property consists of two parcels. One parcel (4000081002023000) contains a single family dwelling. This property was rezoned to C-P in 1989 (Z-1988-206). A variance case was filed in 2012 to allow the use of the dwelling for a residence (A-2012-046). That case was approved, however the property has since converted back to an office for a financial investment company.

The other tax parcel (4000081002022000) was approved for rezoning from A-1 to I-1 (Light Industrial) for a landscaping design business. However, covenants (including a reversionary clause) were never filed and the property reverted to A-1 (Z-1997-037). In 2002, the Board of Zoning Adjustment denied a request to allow a dog kennel with retail sales on the property (A-2002-136). In 2003, the Commission approved a request to rezone the property to C-P (Z-2003-033).

The adjacent property to the northeast contains the electrical contractor's office that is seeking the expansion. In 2012, that property was rezoned to C-1 (rezoning case Z-2012-023) with covenants as follows:

1. the use of the property shall be strictly limited to the electrical contractor's office and dispatch facility as described at the October 11, 2012 Planning & Zoning Commission hearing and depicted on the submitted site plan, or to other office-only uses permitted under a C-P (Preferred Commercial) zoning classification;
2. full construction plans for development must be approved by all appropriate County departments prior to any disturbance of the property; and,
3. any proposed on-site septic system must meet the specifications of the Jefferson County Department of Health.

In that rezoning case, the Planning Commission determined that the use of the property for an electrical contractor's office was not incompatible with the Land Use Plan designation of "office".

The adjacent property to the southwest contains a contractor's yard in A-1 (Agriculture) zoning. In 2004, that property was *approved* for C-P zoning with a contingency for approval of a "proper site plan showing the property can be developed in accordance with all regulations and requirements pertaining to commercial/office uses" and a covenant (reversionary clause). The contingency was never satisfied and the covenant was never filed and the zoning of the property did not change. Enforcement action is pending on this property to bring that operation into compliance.

COMPATIBILITY with the ZONING ORDINANCE

Contractor's offices are allowed in C-1 zoning, but not in the property's current C-P zoning.

ATTACHMENTSConceptual
Development
PlanAerial
Photograph

Land Use Map

Zoning Map

Attachment: Z-21-0009-RPT-JCC (Revision 1) (2021-343 : Z-21-0009)

Z-21-0009

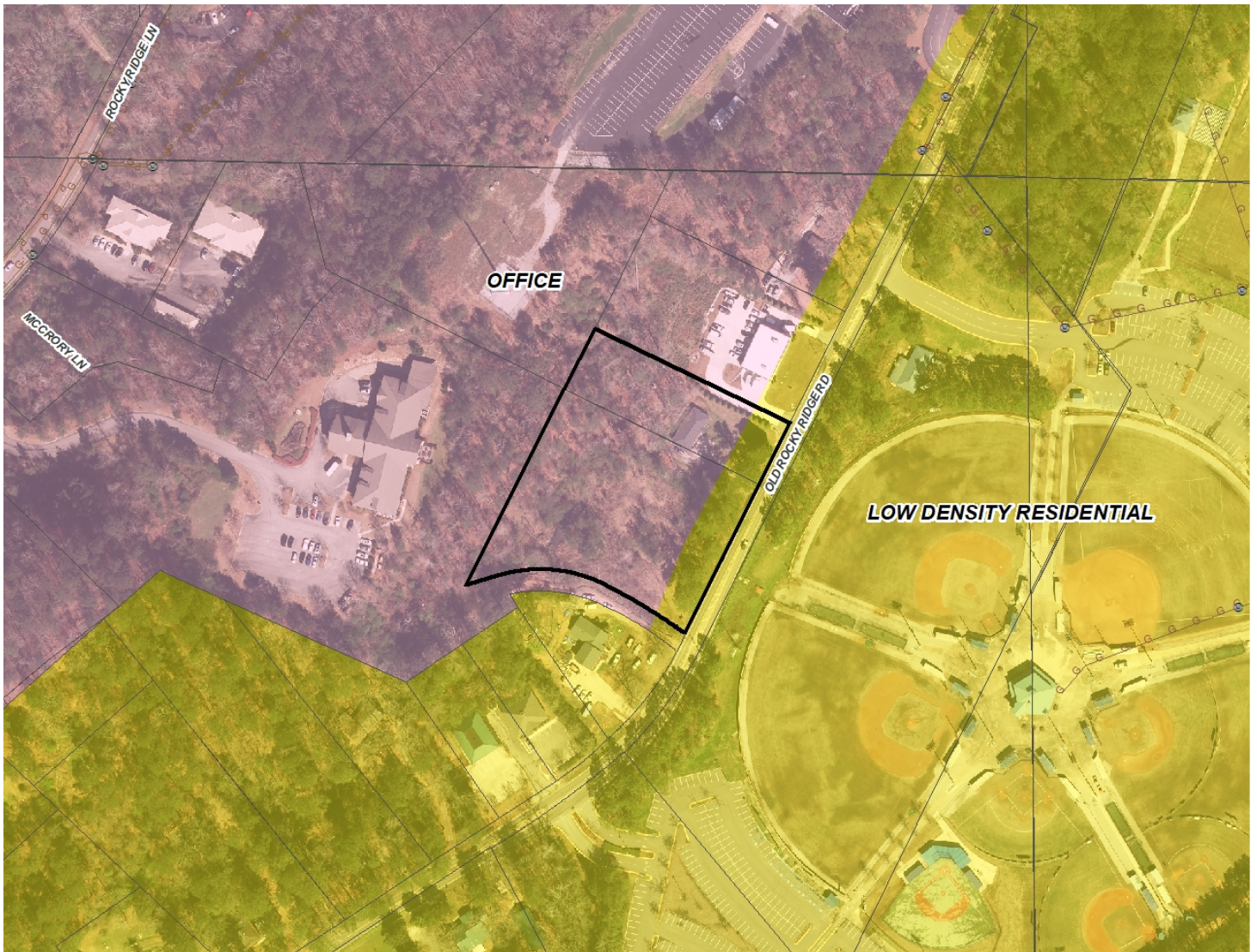
Rezone from C-P to C-1

for an office and warehouse for an electrical contractor

Page 3 of 8

LAND USE PLAN COMPLIANCE

The Land Use Plan designation for this property is Office, and the general land use trend in the area is for office uses rather than general commercial uses. The Land Use Plan designation does **not** allow C-1 zoning for more general commercial activity. However, C-1 could be considered if the impact of the zone is mitigated by limiting the uses of the property to offices and other uses that would not be incompatible with offices. C-P would be more consistent with the Plan.



Attachment: Z-21-0009-RPT-JCC [Revision 1] (2021-343 : Z-21-0009)

Z-21-0009

Rezone from C-P to C-1

for an office and warehouse for an electrical contractor

Page 4 of 8

CONCEPTUAL DEVELOPMENT PLAN EVALUATION

The image below depicts the proposed layout of the development, including the existing building currently housing the business operation. The property consists of two separate tracts that will need to be combined in order to construct as proposed in order to satisfy building setbacks.



Attachment: Z-21-0009-RPT-JCC [Revision 1] (2021-343 : Z-21-0009)

Z-21-0009

Rezone from C-P to C-1

for an office and warehouse for an electrical contractor

Page 5 of 8



Z-21-0009 Aerial Image



Attachment: Z-21-0009-RPT-JCC [Revision 1] (2021-343 : Z-21-0009)

SUPPLEMENTAL INFORMATION

Traffic Engineering: A traffic study is needed to determine the need for a third driveway, if a left turn lane is needed on Old Rocky Ridge Road, if the proposed driveway for new building should be limited to right in and right out only access, and to establish clearing and grading requirements for adequate intersection sight distance at each driveway.

Drainage Engineering: Construction plans will be required for this development and any drainage issues may be worked out at the time of review. This development should not be expected to create additional drainage problems in this area *if it is constructed in accordance with Jefferson County regulations*. However, should any revisions be made to this site that were not shown on the information provided for this case, additional drainage consideration and review may be necessary.

Floodplain: Not present on the subject property. (FIRM# 569H, dated 9-3-2010).

Sanitation Service: Jefferson County Sewers are located approximately 445 feet northeast of the property and 750 feet to the west of the property. Because the sewer is greater than 200 feet away from the subject property, connection to sanitary sewer would not be required and the property could be serviced by a private septic system permitted by the Jefferson County Department of Health.

Parking and Landscaping: The zoning regulations requires one (1) space for each three (3) employees on the maximum working shift. Peripheral parking lot landscaping will be required if 12 or more spaces are provided. Interior parking lot landscaping will be required in addition if 30 spaces or more are provided.

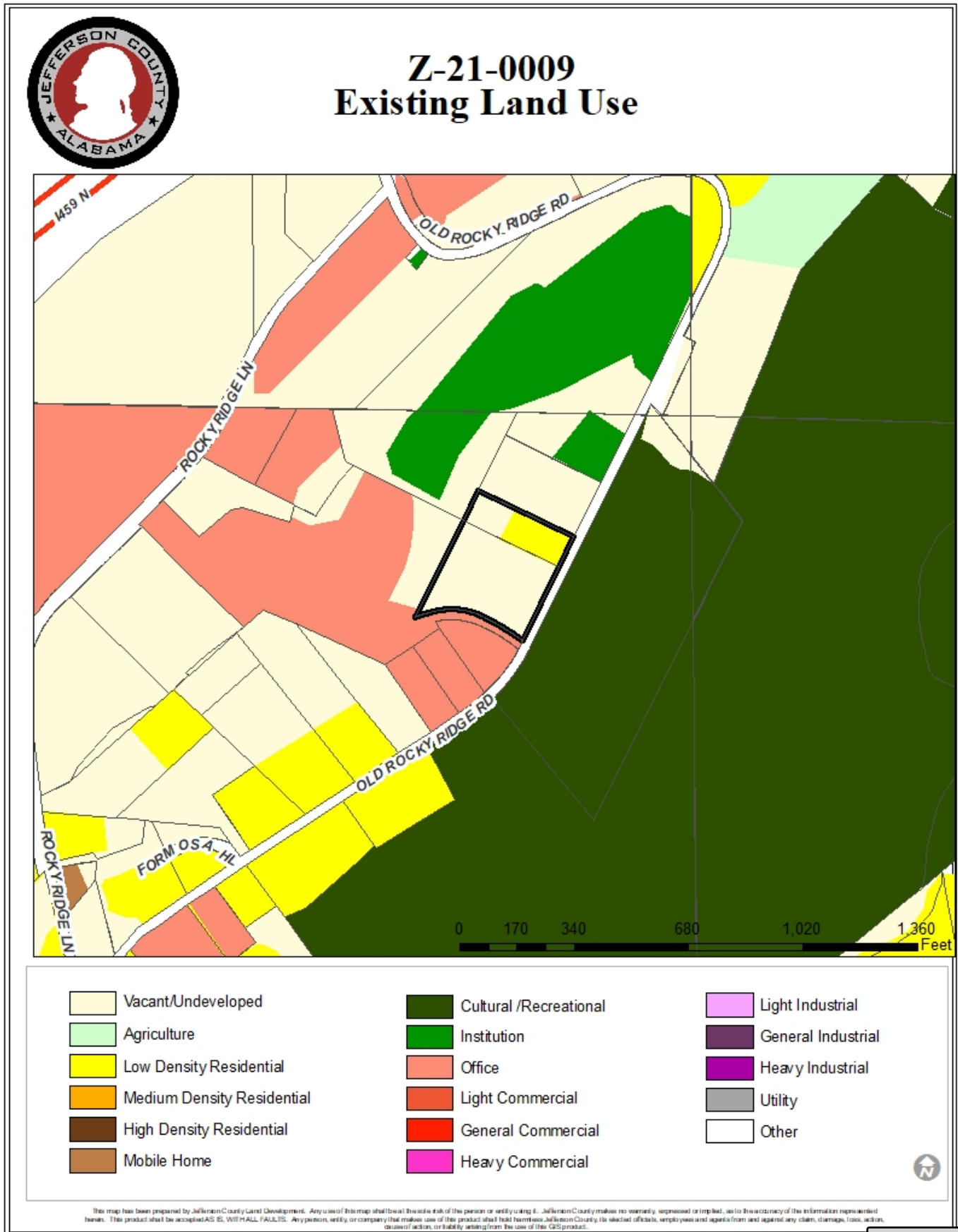
Water Service: is provided by the Birmingham Water Works Board and any development of the property would need to be coordinated with that entity for potable water.

Z-21-0009

Rezone from C-P to C-1

for an office and warehouse for an electrical contractor

Page 7 of 8



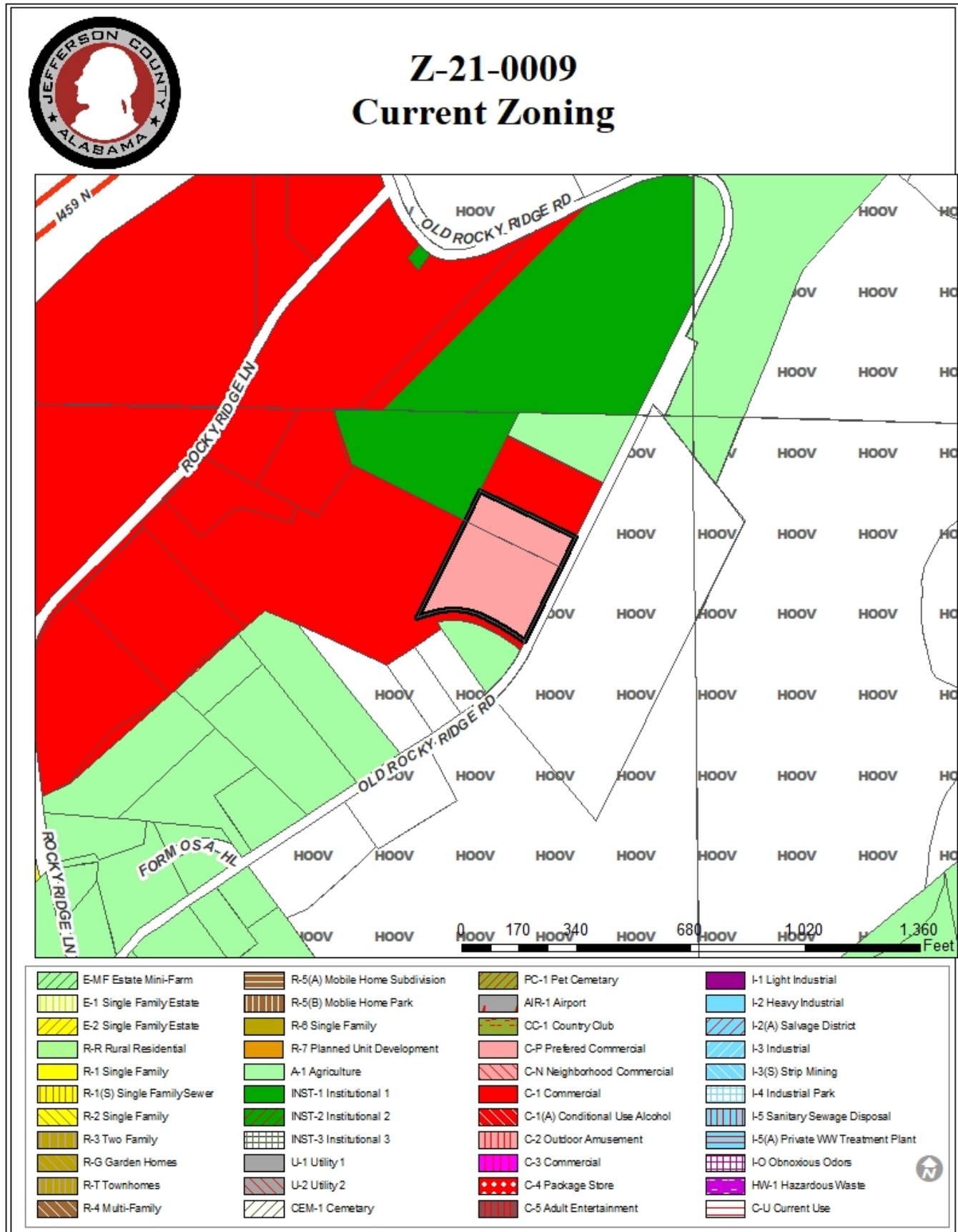
Attachment: Z-21-0009-RPT-JCC [Revision 1] (2021-343 : Z-21-0009)

Z-21-0009

Rezone from C-P to C-1

for an office and warehouse for an electrical contractor

Page 8 of 8



Attachment: Z-21-0009-RPT-JCC [Revision 1] (2021-343 : Z-21-0009)



Planning & Zoning Commission

ADOPTED

ZONING ITEM - COUNTY COMMISSION 2021-344

Meeting: 05/06/21 09:00 AM
 Department: Development Services
 Category: Zoning Case
 Prepared By: Michael Morrison
 Initiator: Derek C.S. Burr
 Sponsors:

DOC ID: 7146 A

Alan Niedermeir, owner/agent requests a change of zoning from I-3(Industrial) to A-1 (Agriculture) for residential use . Parcel ID# 1900340000019000 in Section 34, Twp 17, Range 6W. (Case Only, 9351 Taylors Ferry Road, Bessemer 35023)(GILMORE)(46.12 acres +/-)

<Resolution to be added for County Commission>

Staff Recommendation: Approval

P&Z Recommendation: Approval

HISTORY:

04/08/21	P&Z	APPROVED
05/04/21	County Commission	MOVED TO AGENDA

STAFF

Prepared by Michael Morrison, Zoning Administrator

CASE/APPLICATION NUMBER

Z-21-0010

APPLICANT/PROPERTY OWNER

Alan Neidermeier

PUBLIC HEARING DATE

April 8, 2021

PROPERTY ADDRESS/LOCATION

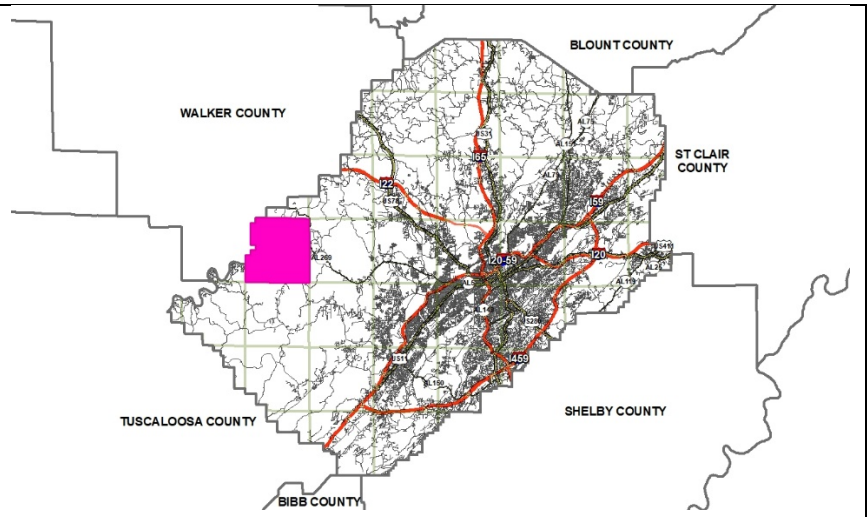
9351 Taylors Ferry Road, Bessemer, 35023

Parcel ID #: 1900340000019000

Section/Twp/Range: 34 / 17 / 6W

SUMMARY OF REQUEST

A Zoning Amendment from I-3 (Industrial) to A-1 (Agriculture) for residential use.

**EXISTING ZONING**

I-3 (Industrial)

SITE IMPROVEMENTS

Wooded/Vacant

SIZE OF PROPERTY

46.12 acres +/-

SURROUNDING ZONING & LAND USE

This area consists of large tracts in either A-1, I-3, or I-3(S) (Strip Mining) zoning. Over the past 20 years, Much of the area has been rezoned from I-3 to A-1 to accommodate scattered/rural residential development. The tracts zoned Industrial are vacant. It appears much of the area has been strip mined in the past. However, there is currently only a presence of underground mining in the area

P&Z RECOMMENDATION

Approval

STAFF RECOMMENDATION

Concur with the recommendation of P&Z

COMPATIBILITY with the COMPREHENSIVE PLAN or LAND USE PLAN

This rezoning complies with the policies of the Land Use Plan.

PROPERTY HISTORY

The property retains its original I-3 zoning. Much of the neighboring properties to the north, east, and northwest have been rezoned from I-3 to A-1 within the past 20 years.

COMPATIBILITY with the ZONING ORDINANCE

The proposed use of the property is an allowed use in the A-1 zoning district.

ATTACHMENTSAerial
ImageLand
Use
MapZoning
Map

Attachment: Z-21-0010-RPT-JCC [Revision 1] (2021-344 : Z-21-0010)

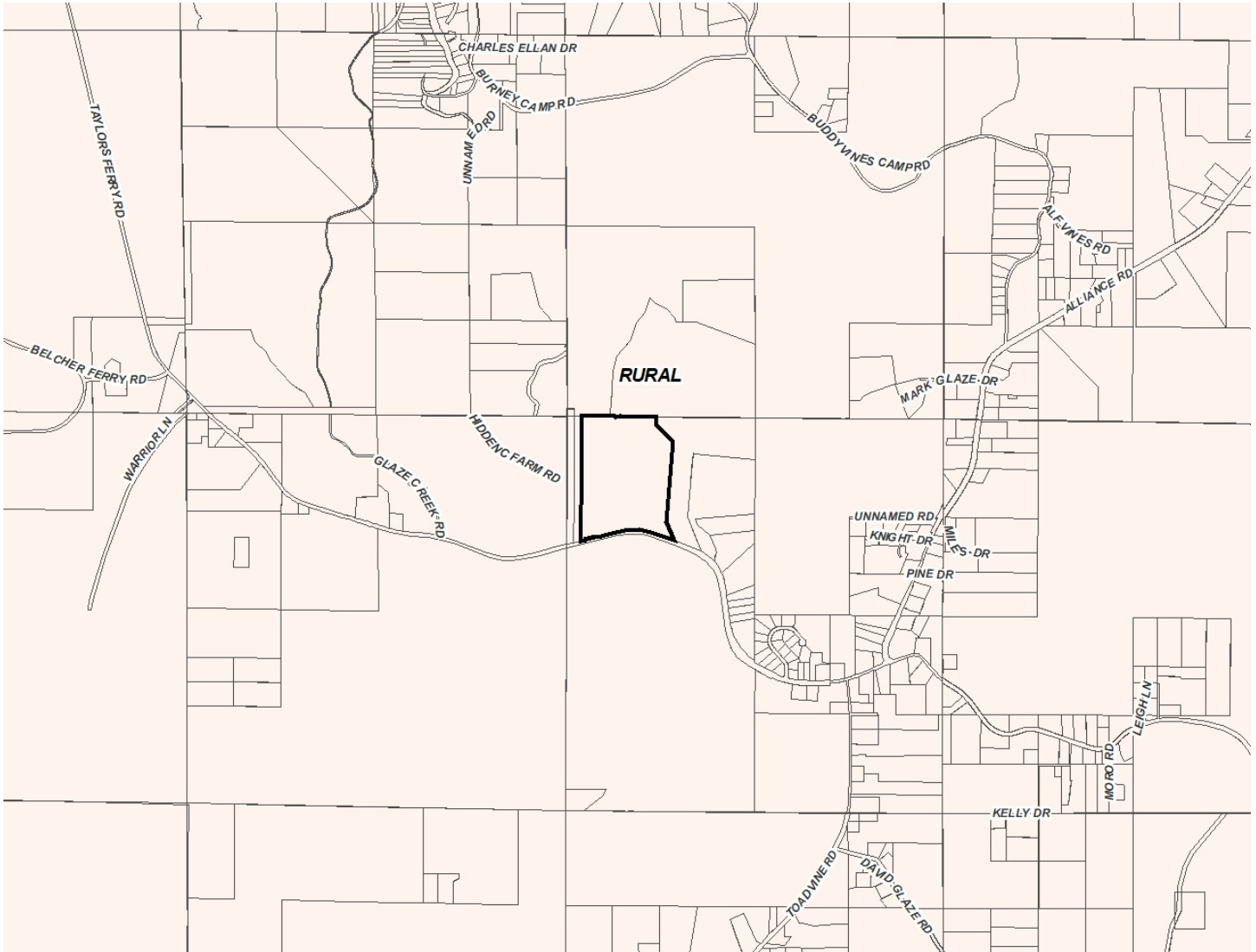
Z-21-0010

Rezone from I-3 to A-1 for residential use

Page 2 of 6

LAND USE PLAN COMPLIANCE

The Land Use Plan designation for this property is Rural and allows the requested A-1 Zoning District.



Attachment: Z-21-0010-RPT-JCC [Revision 1] (2021-344 : Z-21-0010)

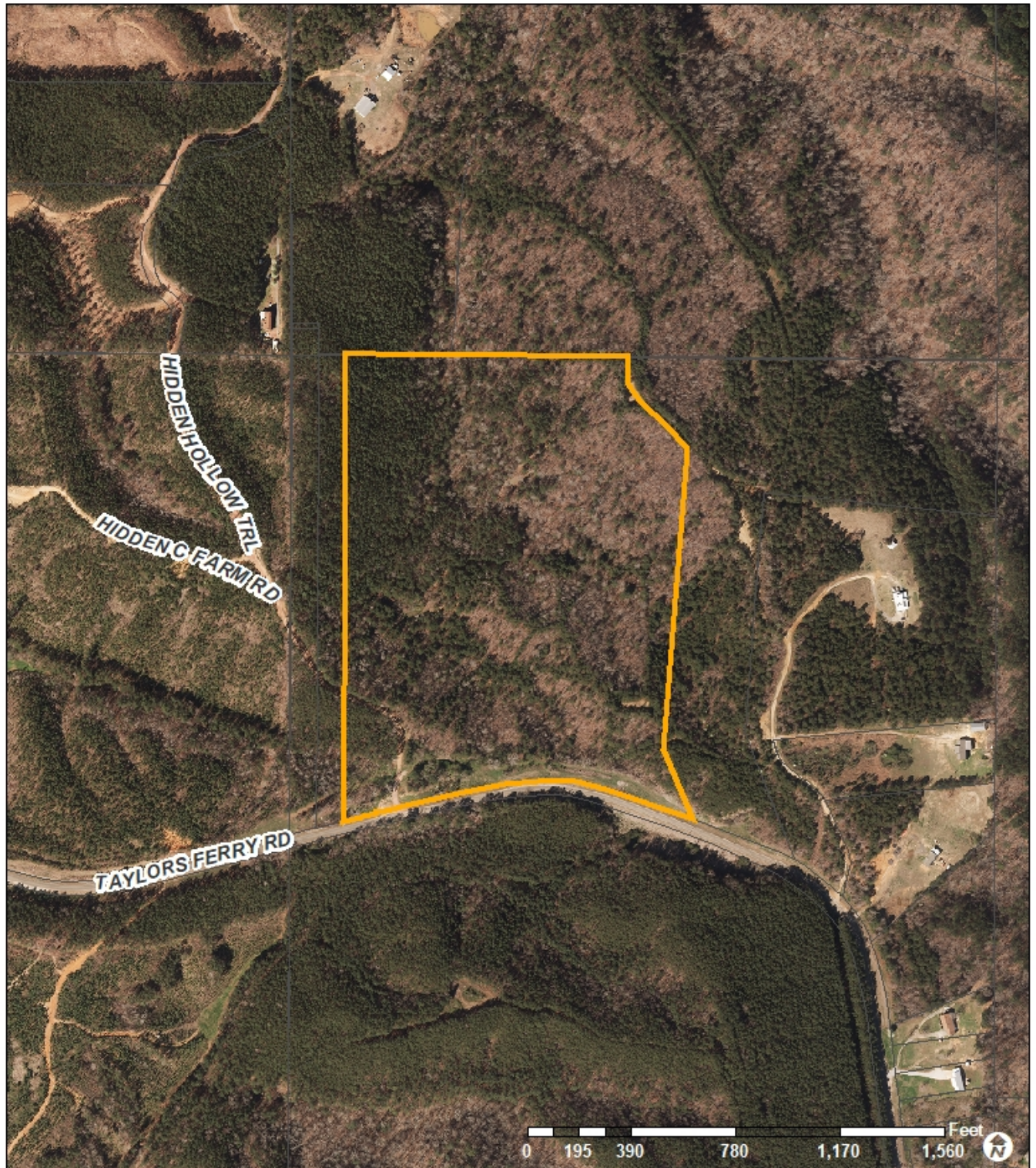
Z-21-0010

Rezone from I-3 to A-1 for residential use

Page 3 of 6



Z-21-0010 Aerial Image



Attachment: Z-21-0010-RPT-JCC [Revision 1] (2021-344 : Z-21-0010)

SUPPLEMENTAL INFORMATION

Traffic Engineering: There are no traffic problems anticipated from this rezoning request.

Drainage Engineering: No new drainage issues should be expected due to the rezoning of this parcel based on the information provided. However, should any revisions be made to this site that were not shown in the information provided for this case, additional drainage consideration and review may be necessary.

Floodplain: Special Flood Hazard Area is not present on the subject property (FIRM# 352G, dated 9-29-2006).

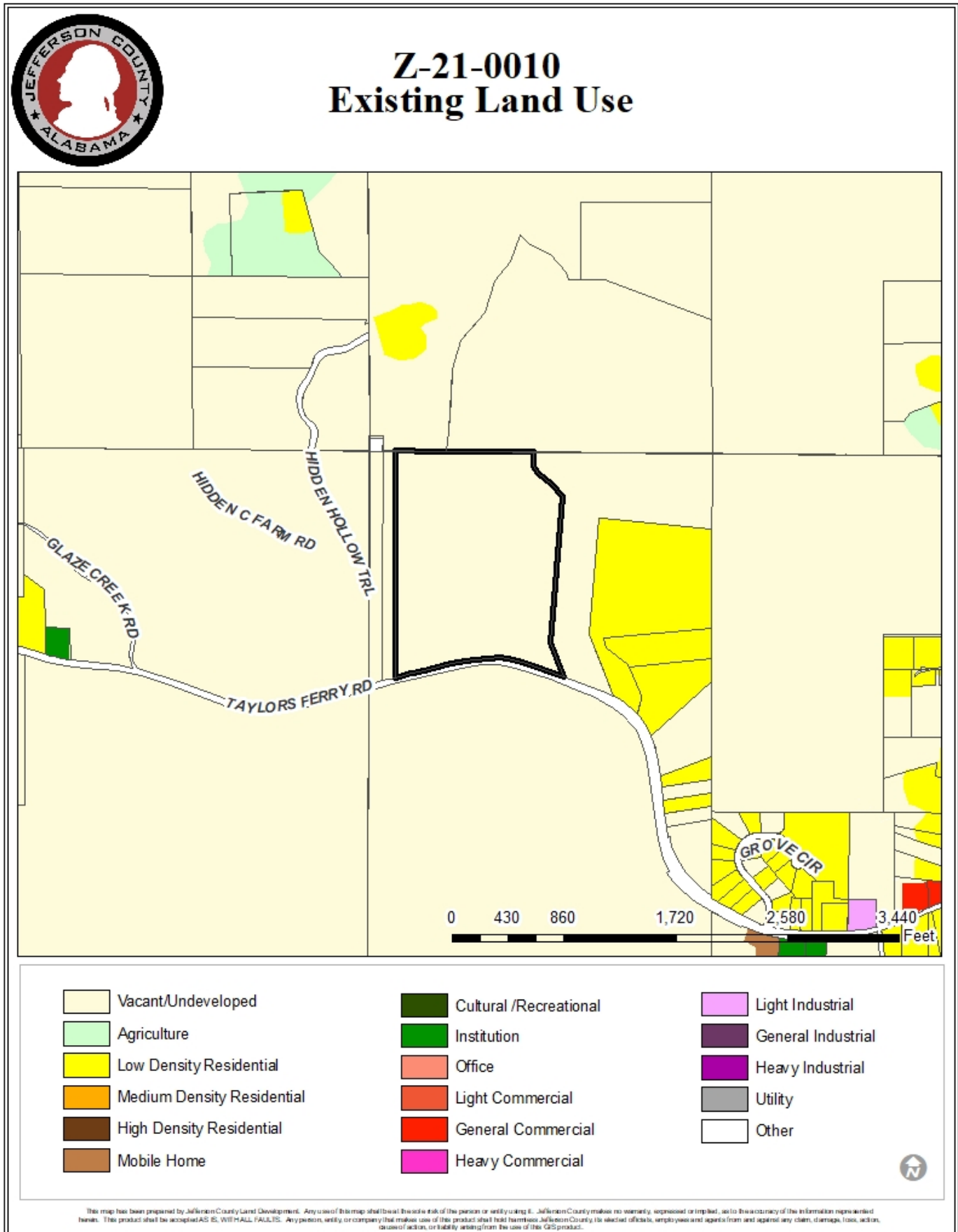
Sanitation Service: Jefferson County Sewers are not adjacent to this property. As such, the property would have to be serviced by a private septic system permitted by the Jefferson County Department of Health.

Water Service: is provided by the Warrior River Water Authority and any development of the property would need to be coordinated with that entity for potable water.

Z-21-0010

Rezone from I-3 to A-1 for residential use

Page 5 of 6



Attachment: Z-21-0010-RPT-JCC [Revision 1] (2021-344 : Z-21-0010)

Z-21-0010

Rezone from I-3 to A-1 for residential use

Page 6 of 6



Z-21-0010 Current Zoning



E-MF Estate Mini-Farm	R-5(A) Mobile Home Subdivision	PC-1 Pet Cemetery	I-1 Light Industrial
E-1 Single Family Estate	R-5(B) Mobile Home Park	AIR-1 Airport	I-2 Heavy Industrial
E-2 Single Family Estate	R-6 Single Family	CC-1 Country Club	I-2(A) Salvage District
R-R Rural Residential	R-7 Planned Unit Development	C-P Preferred Commercial	I-3 Industrial
R-1 Single Family	A-1 Agriculture	C-N Neighborhood Commercial	I-3(S) Strip Mining
R-1(S) Single Family Sewer	INST-1 Institutional 1	C-1 Commercial	I-4 Industrial Park
R-2 Single Family	INST-2 Institutional 2	C-1(A) Conditional Use Alcohol	I-5 Sanitary Sewage Disposal
R-3 Two Family	INST-3 Institutional 3	C-2 Outdoor Amusement	I-5(A) Private WW Treatment Plant
R-G Garden Homes	U-1 Utility 1	C-3 Commercial	I-O Obnoxious Odors
R-T Townhomes	U-2 Utility 2	C-4 Package Store	HW-1 Hazardous Waste
R-4 Multi-Family	CEM-1 Cemetery	C-5 Adult Entertainment	C-U Current Use

Mar 26, 2021

Packet Pg. 54

Attachment: Z-21-0010-RPT-JCC [Revision 1] (2021-344 : Z-21-0010)

RESOLUTION

WHEREAS, the Jefferson County Commission supports events that provide economic benefit and tourism in Jefferson County; and

WHEREAS, the City of Birmingham and the Birmingham Host Committee 2025 World Police and Fire Games (the “WPFG”), a 501(c)(3) non-profit organized in the State of Alabama are hosting the 2025 World Police and Fire Games, an international competitive sporting event that is held every two years among active and retired law enforcement; and

WHEREAS, the games are expected to attract 10,000 athletes from all over the world to compete and generate approximately \$75 million dollars in economic benefit for the Birmingham area, and increase tourism to Jefferson County; and

WHEREAS, WPFG is duly qualified to do business in the State of Alabama, and has powers to enter into and to perform and observe the agreements and covenants on its part contained in the Funding Agreement; and

WHEREAS, the County represents and warrants to WPFG that it has power under the Constitution and laws of the State of Alabama to carry out the provisions of the Project Development Agreement; and

WHEREAS, the County is authorized under Amendment 772 of the Alabama Constitution to grant public funds for economic development of the County if the expenditure of public funds serves a valid and sufficient purpose; and

WHEREAS, an assessment and evaluation has been performed by the County and on April 14, 2021, a notice was published in the *Birmingham News* which newspaper has the largest circulation in Jefferson County, Alabama, at least seven (7) days prior to this regularly scheduled Commission Meeting on April 22, 2021, at 9:00 a.m. as required by Amendment 772 of the Alabama Constitution. (A copy of the publication is attached hereto as Exhibit A.)

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to enter into a Funding Agreement with WPFG to provide economic incentives in an amount not to exceed \$2,000,000 to assist with hosting the 2025 World Police and Fire Games in the City of Birmingham.

The public benefits sought to be achieved by the proposed grant of public funds are the promotion of tourism to Jefferson County and the economic benefit of approximately \$75 million dollars from the WPFG 2025 event, as well as the prosperity and welfare of its citizens.

The expenditures of public funds will serve a valid and sufficient public purpose. For purposes of Amendment 772 to the Constitution of Alabama of 1901, the entity to whom or for whose benefit the County is lending credit or grant funds or things of value is WPFG.

APPROVED BY THE JEFFERSON COUNTY COMMISSION

Date: 4/22/2021

Item # 7169, Resolution: 339, Minute Book: 175, Page(s): 216-217

FUNDING AGREEMENT

This Funding Agreement (this "Agreement") is made and entered into as of the ____ day of April, 2021 (the "Effective Date"), by and between Jefferson County, Alabama (the "County"), and the Birmingham Host Committee 2025 World Police and Fire Games (the "Corporation") a 501(c)(3) non-profit organized in the State of Alabama.

WHEREAS, the Corporation is organized and operated exclusively for to foster an international amateur sports competition and conduct an international competition in sports; and

WHEREAS, the Corporation is organizing and hosting for the City of Birmingham the 2025 World Police and Fire Games (WPFG) an international competitive sporting event that is held every two years among active and retired law enforcement; and

WHEREAS, the World Police and Fire Games attract approximately 10,000 athletes from all over the world who compete in 55 to 60 different individual and team athletic events resulting in over 1600 medals being awarded; and

WHEREAS, the World Police and Fire Games are projected to generate a \$75 million dollar economic benefit for the Birmingham area; and

WHEREAS, the World Police and Fire games are free-to-attend events that offers both visitors and members of the community the ability to witness high-quality sporting events; and

WHEREAS, the County considers the opportunity to partner with the City of Birmingham and provide funding to assisting with the World Police and Fire Games a highly desirable and beneficial economic event for the County; and

WHEREAS, commitments for funding for the World Police and Fire Games have been provided by the City of Birmingham, and a commitment from the County is needed to complete the required funding.

AGREEMENT

This Agreement by and between Jefferson County, Alabama (County) and the Birmingham Host Committee 2025 World Police and Fire Games (the "Corporation") a 501(c)(3) non-profit organized in the State of Alabama

GENERALLY

WHEREAS, in compliance with Amendment 772, the governing body of the County has approved at a public meeting a resolution containing a determination by such governing body that the expenditure of public funds as set forth herein will serve a valid and sufficient public purpose; and

WHEREAS, in compliance with Amendment 772, at least seven days prior to the aforementioned public meeting, the County has caused to be published in The Birmingham News, the newspaper having the largest circulation in the County, a notice describing in reasonable detail the action proposed to be taken at such public meeting, a description of the public benefits sought to be achieved by the action, and identifying each entity to whom or for whose benefit the County proposes to lend its credit or grant public funds or thing of value.

NOW THEREFORE, in consideration of the foregoing and the obligations of the parties, the parties agree as follows:

1. The County agrees to pay to the Corporation the maximum amount of Two Million (\$2,000,000) Dollars in installments of \$500,000 per year beginning in 2021 through 2024.
2. The County's first installment shall be due on or before May 7, 2021. Subsequent annual installments shall be due on or before the 1st day of May each year thereafter.
3. The corporation agrees to obtain the committed funds from the City of Birmingham set out above and to facilitate and host the 2025 World Police and Fire Games.
4. The Corporation agrees to provide periodic reports to the County of its performance and progress in fulfilling its commitments hereunder at least annually and in advance of the funding installments of the County.
5. The term of this Agreement shall be through 2024. Provided, the County shall have the right to terminate the Agreement upon a default by the Corporation to perform paragraph 3 above following written notice of the ground(s) of default and a thirty (30) day opportunity to cure the default. Upon termination the Corporation shall refund to the County, at least, a pro rata share of any unexpended funds for the project described herein.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed b their duly authorized representatives as set forth below.

Each party to this Agreement hereby represents and warrants that the person executing this Agreement on behalf of the party is authorized to do so and that this Agreement shall be binding and enforceable when duly executed and delivered by each party. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors and assigns.

This Agreement may be amended or terminated upon mutual consent of the Corporation and the County.

This Agreement is executed as of the Effective Date.

BIRMINGHAM HOST COMMITTEE
2025 WORLD POLICE AND FIRE
GAMES

By: _____

Name: _____

Title: _____

JEFFERSON COUNTY, ALABAMA

DocuSigned by:
James A. Stephens
0EB868EC1C8C484

By: _____

James A. Stephens

Name: _____

Title: President

Certificate Of Completion

Envelope Id: 95E94EB13AB841AEBE8BB55772BBF6F9

Status: Completed

Subject: 7169 World Police and Fire Games

Source Envelope:

Document Pages: 4

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 0

Millie Diliberto

AutoNav: Enabled

408 St Peter Street

Envelopeld Stamping: Enabled

Saint Paul, MN 55102

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

dilibertom@jccal.org

IP Address: 69.5.90.9

Record Tracking

Status: Original

Holder: Millie Diliberto

Location: DocuSign

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dilibertom@jccal.org

Signer Events

James A. Stephens

commpres@jccal.org

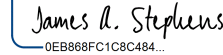
President

Jefferson County Commission

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:



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Signature Adoption: Pre-selected Style

Using IP Address: 67.59.213.1

Timestamp

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Viewed: 4/23/2021 9:09:49 AM

Signed: 4/23/2021 9:09:54 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

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Editor Delivery Events

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Agent Delivery Events

Status

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Intermediary Delivery Events

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Certified Delivery Events

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Carbon Copy Events

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Witness Events

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Notary Events

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Envelope Summary Events

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Timestamps

Envelope Sent

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4/22/2021 3:49:34 PM

Certified Delivered

Security Checked

4/23/2021 9:09:49 AM

Signing Complete

Security Checked

4/23/2021 9:09:54 AM

Completed

Security Checked

4/23/2021 9:09:54 AM

Payment Events

Status

Timestamps

APPROVED BY THE JEFFERSON COUNTY COMMISSION

Date: 4/22/2021

Item # 7169, Resolution: 339, Minute Book: 175, Page(s): 216-217

RESOLUTION

DocuSigned by:

Mildred E. Diliberto

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WHEREAS, the Jefferson County Commission supports events that provide economic benefit and tourism in Jefferson County; and

WHEREAS, the City of Birmingham and the Birmingham Host Committee 2025 World Police and Fire Games (the "WPFG"), a 501(c)(3) non-profit organized in the State of Alabama are hosting the 2025 World Police and Fire Games, an international competitive sporting event that is held every two years among active and retired law enforcement; and

WHEREAS, the games are expected to attract 10,000 athletes from all over the world to compete and generate approximately \$75 million dollars in economic benefit for the Birmingham area, and increase tourism to Jefferson County; and

WHEREAS, WPFG is duly qualified to do business in the State of Alabama, and has powers to enter into and to perform and observe the agreements and covenants on its part contained in the Funding Agreement; and

WHEREAS, the County represents and warrants to WPFG that it has power under the Constitution and laws of the State of Alabama to carry out the provisions of the Project Development Agreement; and

WHEREAS, the County is authorized under Amendment 772 of the Alabama Constitution to grant public funds for economic development of the County if the expenditure of public funds serves a valid and sufficient purpose; and

WHEREAS, an assessment and evaluation has been performed by the County and on April 14, 2021, a notice was published in the *Birmingham News* which newspaper has the largest circulation in Jefferson County, Alabama, at least seven (7) days prior to this regularly scheduled Commission Meeting on April 22, 2021, at 9:00 a.m. as required by Amendment 772 of the Alabama Constitution. (A copy of the publication is attached hereto as Exhibit A.)

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to enter into a Funding Agreement with WPFG to provide economic incentives in an amount not to exceed \$2,000,000 to assist with hosting the 2025 World Police and Fire Games in the City of Birmingham.

The public benefits sought to be achieved by the proposed grant of public funds are the promotion of tourism to Jefferson County and the economic benefit of approximately \$75 million dollars from the WPFG 2025 event, as well as the prosperity and welfare of its citizens. The expenditures of public funds will serve a valid and sufficient public purpose. For purposes of Amendment 772 to the Constitution of Alabama of 1901, the entity to whom or for whose benefit the County is lending credit or grant funds or things of value is WPFG.

Attachment: 7169 WPFG Resolution (00049038xD78AB) [Revision 1] (2021-339 : World Police and Fire Games Funding Agreement)

Certificate Of Completion

Envelope Id: C6608E0EF2F845E6B2CEF1D9F30B9232

Status: Completed

Subject: 7169 Res

Source Envelope:

Document Pages: 1

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 0

Millie Diliberto

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408 St Peter Street

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Saint Paul, MN 55102

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dilibertom@jccal.org

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dilibertom@jccal.org

Signer Events

Mildred G. Diliberto

DilibertoM@jccal.org

Minute Clerk, Jefferson Cnty Commission
eSignSecurity Level: Email, Account Authentication
(None)

Signature

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Signature Adoption: Pre-selected Style

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Viewed: 4/22/2021 4:14:41 PM

Signed: 4/22/2021 4:14:45 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

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Editor Delivery Events

Status

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Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

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Certified Delivery Events

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Carbon Copy Events

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Witness Events

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4/22/2021 3:47:41 PM

Certified Delivered

Security Checked

4/22/2021 4:14:41 PM

Signing Complete

Security Checked

4/22/2021 4:14:45 PM

Completed

Security Checked

4/22/2021 4:14:45 PM

Payment Events

Status

Timestamps

JEFFERSON COUNTY
CONTRACT COVER SHEET

Originating Department:	Environmental Services		BID:No		
Department Contact	David Denard, Director		Phone Number:		
Contract Info#: 7073	Contract Name/ID: CDM Smith, Inc. - Engineering Designs for Cahaba River WRF Phase 3 - Amendment 2/7073		Amount: \$31,510.00		
Date Start:	Contract Type: Expenditure				
Date End:					
CANCELLATION TERMS:	Yes 30 days				
Funding Sources	Org Code: 60447301	Object: 552100	Project Number: E1919		
For Expenditures:	Original Budget: \$193,880,955.00	Current Remaining: \$165,514,187.00	After Execution: \$165,482,677.00		
Contractor:	CDM Smith, Inc.				
Remittance Address:	3715 Northside Parkway, N.W., Building 300 Suite 400 Atlanta, GA 30327				
Taxpayer ID#	N/A		Vendor ID# N/A		
Dept Contact Person:	Tonya Kelley	Email :	kelleyt@jccal.org	Phone :	205-214-4026
Contractor Contact Person:	Christopher Provost	Email :	<Insert>	Phone :	404-720-1335
Contract Description:	Amendment 2 to the Agreement to Provide Professional Engineering Services for Cahaba River WRF, Trussville WRF and Al Seier Pump Station Alternative Evaluation, Design and Bidding of Phase 3 Improvements provides for more man-hours for design engineering services for additional UV disinfection improvements than were budgeted for in the original. The change in scope results from a need to replace the existing UV equipment at Cahaba River WRF versus adding only supplemental new equipment because of notice of discontinued equipment support and spare parts from the manufacturer. The additional fee associated with Amendment No. 2 for completion of the design effort will result in a significant net reduction in UV system replacement costs versus a separate future design and construction effort.				
BID/RFP Number (if item/service was not bid, give detailed explanation)	N/A				

Payment Terms:	Monthly
-----------------------	---------

STATE OF ALABAMA)

JEFFERSON COUNTY)

RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute Amendment 2 to the Agreement to Provide Professional Engineering Services for Cahaba River WRF, Trussville WRF, and Al Seier Pump Station Alternative Evaluation, Design and Bidding of Phase 3 Improvements contract between Jefferson County and CDM Smith Inc. This Amendment increases the total contract amount by \$31,510 from \$4,305,723 to \$4,337,233.



Independent Contractor Submission Form (ICSF)

Pursuant to Rule 11.4 of the Rules and Regulations of the Personnel Board of Jefferson County, appropriate documentation and a copy of the contract must be provided with the submission of this form. If sufficient information is not received, the Board may request additional documentation, return the contract or recommend denial of the contract. Submission of this form simply allows the Board to begin the Independent Contractor Review process and does not imply that information is all inclusive or that a contract will be approved. Questions should be directed to classandcomp@pbjcal.org. **NOTE:** If a contract is, in accordance with Policy 2015-002 of the Personnel Board, related to the construction of viaducts, bridges, streets, sewers, canals, public building or public utilities, then the contract is exempt from Personnel Board review.

Requesting Department: _____ Contractor's Name: _____

Contract Amount: _____ Contract Term (in years): _____

Contract Start Date: Following Commission/Council Approval ☐ OR, the Actual Date: _____

Is this a new contract, a renewal, or an amendment? New ☐ Renewal ☐ Amendment ☐

If this is a new contract, how many options to renew are included? 1 ☐ 2 ☐ 3 ☐ Other ☐

If this is a renewal, on what date was the original contract approved by the Personnel Board? _____

If this is a renewal, OR, if a contract has been executed with this contractor in the past,
what was the termination date of the contract or last renewal? _____

NATURE OF THE CONTRACT

1. In "layman's terms" please provide a brief summary of the contract and the services to be performed. Please include the purpose of the contract, why an independent contractor is needed, and any helpful background information.

RATIONALE AND SUPPORTING INFORMATION

2. Does this contract contain a staffing component? Yes ☐ *No ☐
 *If the contract does not include a staffing component (for example, the contract is to purchase software, and Merit System employees will install the software), then submission of the contract to the Personnel Board for review is not necessary.
3. Does the staffing component of this contract overlap with work performed by any Merit System job classification(s)?
☐ Yes, but there are extenuating circumstances that must be considered (please describe them below):
☐ No (please clarify below how they are different):

4. Please indicate whether the staffing component of the work in this contract is:
 Please note this does not refer to the term of the contract, but to the nature of the work being performed through the contract.

- ☐ Continuous (the work to be performed is expected to continue indefinitely).
- ☐ Temporary* (the work to be performed is temporary in nature has a defined start and end date).

*If "Temporary," please indicate the start and end dates and explain the temporary nature of the work:

5. Regardless of whether the work to be contracted is continuous or temporary, please indicate whether the work is:
- ☐ Consistently performed (regardless of the amount of time needed to perform the work, the work must be performed on a reasonably regular basis).
- ☐ Sporadically performed* (the work is performed on an irregular, intermittent or limited basis as needed).
- *If "Sporadically performed," please describe the sporadic nature of the work:

-
6. The work/service to be performed under this contract: (indicate most appropriate response)

- ☐ Has not been performed prior to the establishment of this contract.
- ☐ Has been performed previously through other contracts.
- ☐ Has been performed previously by Merit System employees.

7. Is this type of work customarily given by public sector agencies to independent contractors?

Yes* ☐ No ☐

*If "Yes," please provide the names of other public sector agencies that contract similar services.

-
8. Does the work to be performed through the contract require equipment and/or facilities not currently possessed by your City/County/Agency?

Yes* ☐ No ☐

*If "Yes," please indicate the type of equipment and/or facilities required and not possessed to perform the work.

-
9. Is it more cost effective to provide these services via a contract rather than with in-house staff and equipment?

Yes* ☐ No ☐

*If "Yes," please attach a thorough comparison between "in-house costs" and "contract costs" to support your assertion.

*Per PBJC staff direction, no additional documentation is provided since cost effectiveness is not the primary justification for contracting these services.

Form completed by (name): _____ Title: _____

Email: _____ Phone: _____

Jurisdiction (City/County/Agency): _____ Appointing Authority Signature: _____

Revised 5/5/2020

Capital Improvement Program

Cahaba River WRF, Al Seier PS and Trussville WRF Phase 3 Improvements



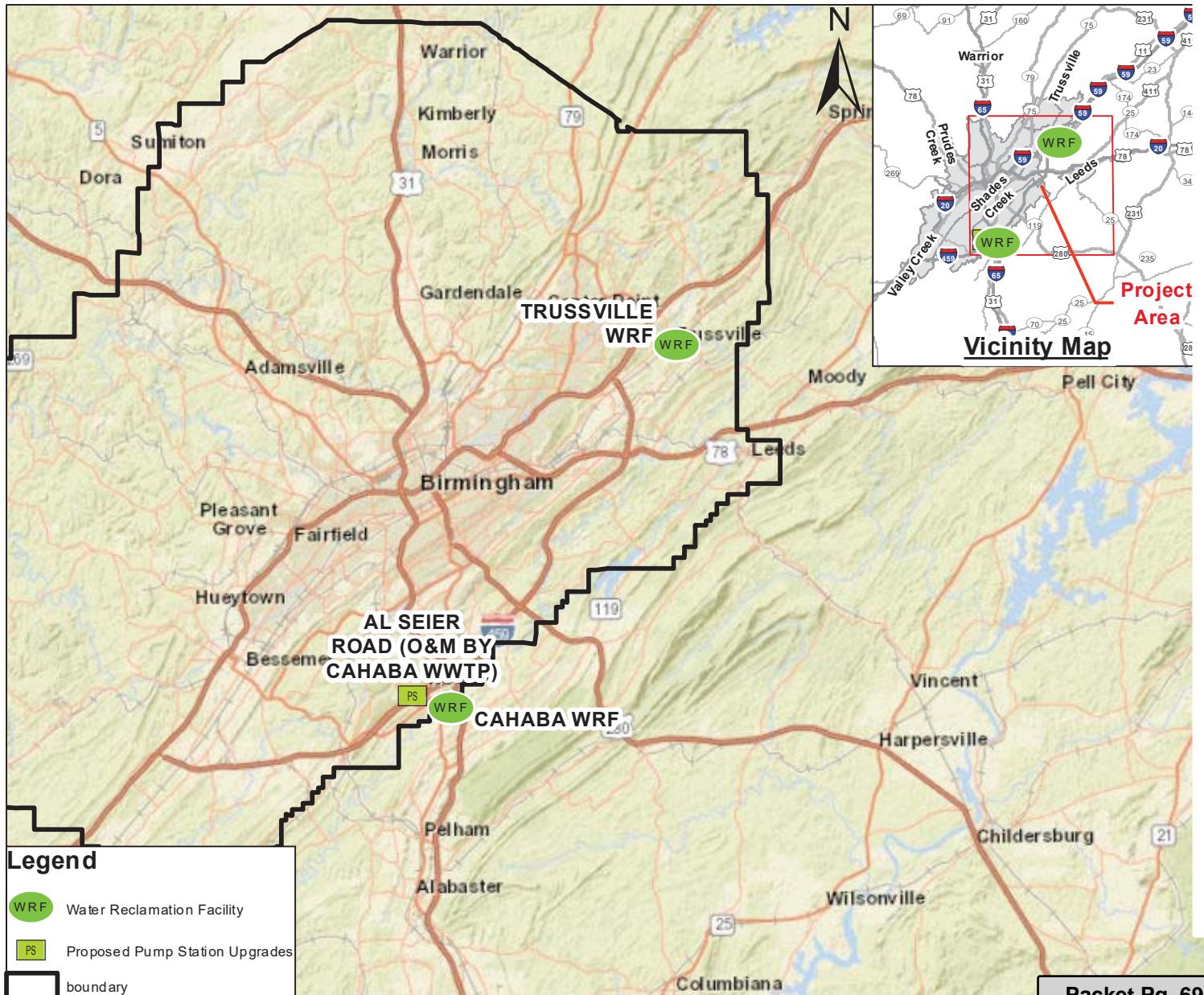
Jefferson County, Alabama
Environmental Services
Department

Cahaba River, Trussville Basin

- **Type of Improvement:** Water Reclamation Facility (WRF)
- **Program Category:** WRF Repair, Replacement, and Renewal Projects
- **Project Status (Active or Future):** Active
- **Estimated Project Completion Date:** Fall 2023
- **Estimated Design Cost:** \$4,337,233 (Design); \$3,000,000 (CM)
- **Estimated Project Construction Cost:** \$46,000,000
- **Design or Construction:** Design
- **Commission District / City Jurisdiction:** 4,5 / Hoover, Trussville

PROJECT PURPOSE: The purpose of the work is to address structural, mechanical, and electrical issues affecting the reliability, effectiveness, and efficiency of treatment systems at these facilities.

PROJECT DESCRIPTION: Cahaba work includes electrical system master planning, screening modifications and improvements, and replacement of the UV disinfection system. Work at Al Seier PS includes valve modifications to arrest hydraulic transients. Work at Trussville includes automation improvements, replacement of the grit system, thickener and digester equipment replacements and other various improvements.



STATE OF ALABAMA)

JEFFERSON COUNTY)

RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute the Agreement for Professional Engineering Services for the Cahaba River WRF, Trussville WRF, and Al Seier Pump Station Alternative Evaluation, Design and Bidding of Phase 3 Improvements project with CDM Smith, Inc. in the amount of \$3,022,362.00.

APPROVED BY THE
JEFFERSON COUNTY COMMISSION
DATE: 8/8/19 R703
MINUTE BOOK: 173
PAGE(S): 376

**AGREEMENT TO PROVIDE
PROFESSIONAL ENGINEERING SERVICES
FOR**

**Cahaba River WRF, Trussville WRF, and Al Seier Pump Station
Alternative Evaluation, Design and Bidding of Phase 3 Improvements**

This AGREEMENT, made this the _____ day of _____, _____, by and between Jefferson County, in the State of Alabama as Party of the First Part, hereinafter referred to as the OWNER, and CDM Smith, Inc. as Party of the Second Part, hereinafter referred to as the CONSULTANT.

WHEREAS, the said CONSULTANT has agreed and by these presents does agree with the OWNER for the consideration hereinafter mentioned with payment to be administered by the OWNER to accomplish the Cahaba River WRF, Trussville WRF, and Al Seier Pump Station Alternative Evaluation, Design and Bidding of Phase 3 Improvements as outlined in the Scope of Work.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, it is agreed between the parties as follows:

ARTICLE I – SCOPE OF WORK

CONSULTANT shall perform alternative evaluation, design and bidding services associated with the Cahaba River WRF, Trussville WRF, and Al Seier Pump Station Phase 3 Improvements. The scope of this work is described in detail in **Attachment A**.

SECTION 1 – OBLIGATION OF CONSULTANT TO OWNER

The obligations of the CONSULTANT to the OWNER are outlined in detail in **Attachment A**.

SECTION 2 – OBLIGATION OF OWNER TO THE CONSULTANT

It is understood that the OWNER will:

- I. Furnish requirements for the project and provide full information as to its requirements for the project.

2. Assist the CONSULTANT by placing at their disposal all available information pertinent to the project, including previous reports and any other data relative to the project.
3. Designate a project manager to coordinate CONSULTANT's work and to assist as OWNER's representative with respect to the work to be performed under this AGREEMENT.
4. Examine studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the CONSULTANT and render decisions in writing pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.
5. Guarantee legal access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform the work under this AGREEMENT.
6. Give prompt written notice to the CONSULTANT whenever the OWNER observes or otherwise becomes aware of any defect in the project.
7. Assume all costs of archaeological and vegetative studies, if required.
8. Assume all costs of public hearings, if required.
9. OWNER will operate any plant equipment as necessary and reasonable to carry out the scope of work.

SECTION 3 – CONFERENCES AND VISITS TO SITE

1. Conferences outlined in the scope of work will be held at the reasonable request of either the OWNER or the CONSULTANT to discuss matters pertinent to any phase of the project.
2. Requests for visits to the site may be made by the OWNER or the CONSULTANT in conjunction with any other party or parties.

ARTICLE II – TIME OF BEGINNING AND COMPLETION

- A. The CONSULTANT agrees to start work on the professional services outlined under Article I of this AGREEMENT within ten (10) days after receipt of written notice from the OWNER to proceed. The OWNER will not notify the CONSULTANT to commence work until this AGREEMENT has been formally approved by both parties.
- B. The work shall be completed as set forth in Attachment A. Should delays attributable to causes beyond the control of the CONSULTANT be encountered, the OWNER may adjust the schedule

and amount of this AGREEMENT by amendment, so as to reflect the cost of additional expense items and additional fee, if any, arising from the change.

- C. In case the COUNTY deems it advisable or necessary in the execution of the work to make any alteration which will increase or decrease the scope of work outlined in this AGREEMENT, the time limits specified herein may be adjusted in accordance with Article IV, Section 1.
- D. The Contract shall remain in full effect until completion of the Scope of Work and acceptance of final payment by the CONSULTANT, up to the maximum term allowed by law.

ARTICLE III – PAYMENT

SECTION 1 – FEE

For services performed by the CONSULTANT under this AGREEMENT, and as full and complete compensation therefore, including all expenditures made and all expenses incurred by the CONSULTANT in connection with this AGREEMENT, except as otherwise provided herein, and subject to and in conformity with all provisions of this AGREEMENT, the OWNER will pay the CONSULTANT as follows:

For the work contemplated under Article I, Section 1, compensation shall be computed on the basis of a Cost Not to Exceed amount to be paid based on man-hours and other expenses incurred at the billing rates included in **Table 2 of Attachment A**. The contract shall include a maximum cost of three million, twenty two thousand, three hundred sixty two dollars (\$3,022,362.00) as further defined in **Table 2 of Attachment A**.

Each Task Order shall represent the CONSULTANT'S best estimate of anticipated hours and costs to perform this contract. Payment shall be made, not more often than once monthly PER TASK ORDER, in amounts evidenced by the submittal of vouchers and invoices by the CONSULTANT to the OWNER (indicating labor and other incurred costs) and along with other evidence of performance as the OWNER may deem necessary. The OWNER shall pay the CONSULTANT within thirty (30) days of receipt of the CONSULTANT's payment request by the Jefferson County Finance Department.

SECTION 2 – FINAL ACCEPTANCE

The acceptance by the CONSULTANT of the final payment shall constitute and operate as a release to the OWNER for all claims and liability to the CONSULTANT, his representative and

assigns for all things done, furnished or relating to the service rendered by the CONSULTANT under or in connection with this AGREEMENT or any part thereof provided that no unpaid invoice exists because of extra work required at the request of the OWNER.

ARTICLE IV – MISCELLANEOUS PROVISIONS

SECTION 1 – CHANGES OF WORK

If, during the term of this AGREEMENT, additional services are required of the CONSULTANT other than those specified above or major changes in the work become necessary or desirable, the OWNER may order, in writing, the CONSULTANT to perform such services or make such changes. If the CONSULTANT is of the opinion that the work he has been directed to perform is beyond the scope of this AGREEMENT and constitutes extra work, the CONSULTANT will, within ten (10) days, notify the OWNER in writing and receive approval from the OWNER prior to performing such work. In the event the OWNER determines that such work does constitute extra work, additional time for completion of contract may be given and payment for the additional work shall be negotiated by Supplemental Agreement prior to work being undertaken by the CONSULTANT. Likewise, during the term of this AGREEMENT, any service specified may be deleted and/or reduced at the discretion of the OWNER. If such deletion or reduction becomes desirable, the CONSULTANT will be given advance notice and an equitable reduction in the CONSULTANT'S fee or cost ceiling will be made on a proportionate basis.

SECTION 2 – OWNERSHIP OF ENGINEERING DOCUMENTS

Upon completion of the work covered by this AGREEMENT, the CONSULTANT shall make available to the OWNER all documents and data pertaining to the work or to the project, which material shall become the property of the OWNER. For projects involving development or conforming of design drawings or creation of record drawings, CONSULTANT shall provide the OWNER with electronic files for the final conformed and/or record drawings in dwg or other acceptable format. If conformed or record drawings are not created as part of the contract, the most advanced drawings created shall be provided in electronic file format. All original tracings or maps and other engineering data furnished to the OWNER by the CONSULTANT shall bear thereon the endorsement of the CONSULTANT. Notwithstanding any provision to the contrary contained in this

Agreement, CONSULTANT shall retain sole ownership to its preexisting information including but not limited to computer programs, software, standard details, figures, templates and specifications. Any reuse of the documents prepared by CONSULTANT under this Agreement for other than their specific intended purpose will be at the sole risk of the user and without liability or legal exposure to the CONSULTANT.

SECTION 3 – CONSULTANT’S ENDORSEMENT

The CONSULTANT shall endorse the original title or cover sheet of all reports and engineering data required to be furnished by him under the terms of this AGREEMENT. All endorsements shall contain the seal and original signature of an Alabama licensed professional engineer who is a bona fide employee of the CONSULTANT.

SECTION 4 - DELAYS AND EXTENSIONS

1. In the event that unavoidable delays prevent completion of the services to be performed under this AGREEMENT in the time specified in Article II - Time of Beginning and Completion, the OWNER may grant a time extension to any or all phases of the work, provided written application is made by the CONSULTANT within ten (10) working days after the alleged delay has occurred.

SECTION 5 – TERMINATION OR ABANDONMENT

1. The OWNER shall have the right to abandon this AGREEMENT or to amend the AGREEMENT at any time, and such action shall, in no event, be deemed a breach of contract.
2. The OWNER has the right to terminate this AGREEMENT at its sole discretion upon ten (10) days written notice to the CONSULTANT and make settlement with the CONSULTANT upon an equitable basis in accordance with the following. In determining the final compensation to the CONSULTANT, the OWNER shall apply the following:
 - A. No consideration will be given to profit which the CONSULTANT might have made on the uncompleted portion of the work.
 - B. If the AGREEMENT provides for a lump sum amount, final compensation to the CONSULTANT shall be determined by the OWNER establishing the percent of satisfactory work performed by the CONSULTANT prior to the termination of the

AGREEMENT multiplied by the contract amount, less any payments previously made.

- C. If the AGREEMENT does not provide a lump sum amount, final compensation to the CONSULTANT shall be determined by the OWNER confirming all reimbursable cost incurred for satisfactory work performed by the CONSULTANT prior to the termination of the AGREEMENT, less any payments previously made.

SECTION 6 – TERMINATION OF CONTRACT FOR BREACH

1. The Contract may be terminated by the OWNER for CONSULTANT's breach of any substantive provision of the Contract including, but not limited to, any of the following reasons:
 - A. Substantial evidence and belief that the progress being made by the CONSULTANT is insufficient to complete the Work within the specified time.
 - B. Deliberate failure on the part of the CONSULTANT to proceed with the Work when so instructed by the OWNER or to observe any requirement of these Specifications.
 - C. Failure on the part of the CONSULTANT to promptly make good any defects in the work that may be called to his attention by the OWNER.
 - D. In case the CONSULTANT becomes insolvent or is declared bankrupt, or allows any final legal judgment to stand against him unsatisfied, or shall make an assignment for the benefit of his creditors.
2. Before the Contract is terminated, the CONSULTANT will first be notified in writing by the OWNER of the conditions which make termination of the Contract imminent. Fifteen (15) days after notice is given, if no effective effort has been made by the CONSULTANT to correct the conditions for which complaint was made, the OWNER may declare the Contract terminated and will notify the CONSULTANT accordingly.
3. Upon receipt of notice from the OWNER that the Contract has been terminated, the CONSULTANT shall immediately discontinue all operations, safely secure all items of the Work, and remove his equipment. The OWNER may then proceed with completion of the Work in any lawful manner that it may elect, until it is finally completed. When thus finally completed, the total cost of the Work (including all previous payments made to the

CONSULTANT) will be computed and if this total cost is greater than the Contract price, the difference shall be paid to the OWNER by the CONSULTANT.

SECTION 7 – CONTROVERSY

In any controversy concerning a question of fact in connection with the work covered by this AGREEMENT, or compensation therefore, the decision of the Director of Environmental Services in the matter shall be final and conclusive for both parties subject to review de novo by a court of competent jurisdiction.

SECTION 8 – RESPONSIBILITY FOR CLAIMS AND LIABILITY

1. The CONSULTANT shall be responsible for all damage to life and property due to its activities and that of its subcontractors, agents or employees in connection with its services under this AGREEMENT. The CONSULTANT specifically agrees that its subcontractors, agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.
2. The CONSULTANT agrees to indemnify, hold harmless and defend the OWNER, Jefferson County Commission, its elected officials, officers and employees (hereinafter referred to in this paragraph collectively as "OWNER"), from and against any and all loss, expense against or imposed upon OWNER because of bodily injury, death or property damage, real or personal, including loss of use thereof to the extent arising out of or as a consequence of breach of any duty or obligation of the CONSULTANT included in this AGREEMENT, or the negligent acts, errors or omissions of the CONSULTANT in the performance of its services under this Agreement
3. The CONSULTANT, without extra compensation, shall carry insurance of the kinds in amounts set out below. All insurance shall be by companies authorized to do business in Alabama involving those types of insurance. Before beginning work, the CONSULTANT shall file with the OWNER a certificate from his insurer showing the amount of insurance carried and the risk covered there by or a copy of the required insurance policies.

General Liability and Property Damage.....	\$300,000.00
Automobile and Truck Bodily Injury Liability.....	\$300,000.00
Workers Compensation.....	Statutory

Professional Liability.....\$2,000,000.00 each claim

. The CONSULTANT shall notify the OWNER within 30 days about any present or future claims that could affect their policy limits. The foregoing Indemnity Agreement shall not be limited by reason of any insurance coverage provided.

SECTION 9 - GENERAL COMPLIANCE WITH LAWS

The CONSULTANT shall comply with the provisions of the Labor Law, all State Laws, Federal and Local Statutes, Ordinances and Regulations that are applicable to the performance of this AGREEMENT, and especially laws, ordinances and statutes prohibiting discrimination in employment of persons on account of race, creed, color, sex, national origin, or disability and all applicable provisions of Title 6, Code of Federal Regulations, and procure all necessary licenses and permits.

SECTION 10 - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of this contract may be sold, assigned, or transferred to a third party without the express written consent of the OWNER. Any attempt to assign this contract without the written consent of the OWNER is null and void.

SECTION 11 - EMPLOYMENT OF OWNER WORKERS

1. The CONSULTANT shall not engage, on full or part time or other basis during the period of the AGREEMENT, any professional or technical personnel who are or have been at any time during the period of this AGREEMENT in the employ of the OWNER, except regularly retired employees, without written consent of the public employer of such person.
2. The CONSULTANT warrants that he has not employed or retained any company, or person other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the OWNER shall have the right to annul this contract without liability or, at its discretion, deduct

from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts or contingent fee.

3. No COUNTY official, employee of the COUNTY, shall be admitted to any share or part of this AGREEMENT, or to any benefit that may arise therefrom, except the use of the facility being designed as enjoyed by the general public.

SECTION 12 – CONTROL

All work by the CONSULTANT shall be done in a manner satisfactory to the OWNER and in accordance with the established policies, practices and procedures of the OWNER.

SECTION 13 - CONDITIONS AFFECTING WORK

1. The CONSULTANT shall be responsible for having taken steps reasonably necessary to ascertain the nature, location, scope and type of work hereunder and the general and local conditions which can affect the work or the cost hereof. Any failure by the CONSULTANT to do so will not relieve him from responsibility for successfully performing the work without additional expense to the OWNER. The OWNER assumes no responsibility for any understanding or representation by any of its officials or agents prior to the execution of this AGREEMENT, unless such understandings or representation by the OWNER are expressly stated herein. The CONSULTANT and subcontractor shall maintain all books, documents, papers, accounting records and other evidences pertaining to costs incurred for this project, and to make such material available at their respective offices at all times during the contract period and for three (3) years from the date of final payment of the OWNER funds under the terms of the contract, for inspection by the OWNER, or any authorized representative of the OWNER, and copies thereof shall be furnished if requested.
2. During the performance of this contract, the CONSULTANT or itself, its assignees and successors in interest, agree as follows:
 - A. Non-Discrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, creed, color, sex, national origin, or disability in the selection and detention of subcontractors, including procurement of materials and lease of equipment. The CONSULTANT will not participate either directly or indirectly in

the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964 or the Equal Opportunity Provisions of Executive Order 11246 of September 24, 1965. The CONSULTANT must execute the EEO certification attached hereto as **Attachment B** as required by Jefferson County Commission Administrative Order AO2008-4.

- B. Solicitations of Subcontractor, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiations made by CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this contract and the regulations relative to nondiscrimination.
- C. Sanctions of Noncompliance : In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the OWNER shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 - (1) Withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies and/or
 - (2) Cancellation, termination or suspension of the contract, in whole or in part.

SECTION 14 - GOVERNING LAW/DISPUTE RESOLUTION

The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, material and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.

SECTION 15 – STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9:

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.

ARTICLE V

SECTION 1 - EXECUTORY CLAUSE

- I. The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in a manner consistent with such status, that he will neither hold himself out as, nor claim to be an officer or employee of the OWNER by reason hereof, and that he will not, by reason hereof, make any claim demand or application to or for any right or privilege applicable to any officer or employee of the OWNER, including, but not limited to, Workmen's Compensation coverage or retirement membership or credit.

ARTICLE VI

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures:

CONSULTANT on the 20th day of May, 2019,

Zach A. Daniel
Zach A. Daniel, P.E., BCEE
CDM Smith, Vice President

(STATE OF TENNESSEE)
(Davidson COUNTY)

I, Xavier Knight, Notary Public in and for said COUNTY in said STATE, do hereby certify that Zach A. Daniel, who is named as Vice President of CDM Smith, is signed to the foregoing AGREEMENT and who is known to me, acknowledged before me on this day that, being informed of the contents of this AGREEMENT, he, as such officer and with full authority, executed the same voluntarily.

Given under my hand this 20 day of May, 2019.

X Knight
Notary Public

and the OWNER on the 8th day of August, 2019.

RECOMMENDED:
Environmental Services Department

David Denard,
Director of Environmental Services

APPROVED:
Jefferson County, Alabama

James A. Stephens
James A. Stephens President
Jefferson County, Commission

APPROVED BY THE
JEFFERSON COUNTY COMMISSION
DATE: 8/8/19 B703
MINUTE BOOK: 173
PAGE(S): 376



Attachment A – Scope of Work

Cahaba River WRF, Trussville WRF, and Al Seier Pump Station

Alternative Evaluation, Design and Bidding of Phase 3 Improvements

Jefferson County Environmental Services Department (JCESD) has identified numerous treatment system issues requiring attention at the Cahaba River WRF, the Trussville WRF, and the Al Seier Pump Station. CDM Smith worked with JCESD staff to further define the issues; identify the correct mechanisms for addressing the issues (e.g., Operations and maintenance efforts versus modifications via a construction contract); and determine whether evaluation, study or master planning is needed to establish the direction for design of the improvements necessary to resolve the issues. This information was then used to prepare this proposal for the pre-design studies, design services, and bidding services necessary to establish a contract to implement the required modifications. The proposed scope, schedule and budget are presented below.

SCOPE

The work will be performed in phases starting with pre-design studies, followed by design and bid phase services. Construction management services may be added by future written amendment to this agreement or by separate agreement. The improvements will be constructed through a combination of early improvements proposed to be performed by JCESD directly or through JCESD's on-call service Contractor(s) and by award of a larger construction contract to be advertised for public bid. The design phase of the larger construction bid package will include submittals at 10 percent, 30 percent, 60 percent, 95 percent, and bid ready documents. The pre-design studies for the larger design package can occur concurrent with the 10 and 30 percent design, but ultimately, the results of the pre-design studies will be necessary to finalize the preliminary design documents (i.e., the work product from the 30 percent design). Therefore, the pre-design studies will be on the critical path for completion of the preliminary design report.

Each of these proposed phases of work is described in detail in the subsections below. The following figure illustrates the sequencing and interdependency of these phases of work.

Task 1, Design and Bidding Phase Project Management

This task includes management activities and coordination of the project team, establishing and monitoring consulting schedules and budgets, invoicing, reporting and documentation, and general coordination of the project during the investigation and design phase. The following subtasks further define the work under this task. Each of these subtasks was budgeted assuming a total design project timeframe of 62 weeks and a bidding and construction contract award timeframe of 29 weeks.

Subtask 1.1.A – CDM Smith Internal Project Kickoff Meeting

CDM Smith will hold an internal project kickoff meeting with the primary CDM Smith staff for initial planning and coordination with the team. This meeting will establish roles, responsibilities, expectations, communication protocol, processes and procedures, scope, schedule, budgets, other required coordination activities, and will establish critical success factors for the project.

Subtask 1.1.B – Project Kickoff Meeting with JCESD

CDM Smith will hold a project kickoff meeting with JCESD staff for initial planning and coordination. This meeting will establish roles, responsibilities, expectations, communication protocol, and project processes and procedures. In addition, the methods of tracking and reporting on scope, schedule, budgets, issues, etc. will be established. We assume that this meeting will be attended by the CDM Smith client service leader, project manager, project technical leader, and two task leaders.

Subtask 1.1.C – General Administration of the Design Contract

This task will include development of a project work plan, budget and schedule, coordination and management of project technical staff, monitoring and maintenance of the schedule and cost of each task, budget control, preparing monthly progress reports for submission to JCESD and preparing monthly invoices for submission to JCESD.

Task 2, Early Improvements Design

Several proposed improvements have been deemed critical by JCESD and lend themselves to implementation through JCESD's existing on-call services contracts or may be self-performed by JCESD. This task includes preparation of technical specifications and/or drawings for JCESD procurement or self-performance of this work. The specification portion of the early improvements design packages will consist of technical specifications only, and we assume that JCESD will combine these technical specifications with their standard front-end documents as necessary to self-procure or self-perform the work. Each of the products produced below will be transmitted to JCESD in draft electronic (PDF) form for review. A conference call will be held to discuss the product, and then CDM Smith will finalize the product and transmit it to JCESD in electronic (PDF) form. The following early improvement design tasks will be performed.

Task 2.1, Metal Salts Metering Pumps Flushing Water Addition (Trussville WRF)

Background and Goals – The metal salts metering pumps at the Trussville facility have plant water connections to allow flushing of the suction lines back into the metal salts storage tanks and air connections to allow blowing water out of the pipeline during the annual removal from service of the system, but the pumps do not have water connections to allow flushing of the discharge lines. The goal of this task is to add the capability for flushing of the metal salts discharge pipes with plant water.

Scope – Plant water piping is already in the metal salts metering building, so the proposed modifications will require modifications of the existing PVC plant water piping to make connections and addition of valves. Consequently, we assume that the modifications will be self-performed by JCESD. The CDM Smith scope will include preparation of design sketches (red line PDF markups of existing drawings) and gathering of cut sheets for suggested materials to be used in the modifications.

Task 2.2, Eliminate or Minimize Leaks into the Effluent Pipe/Channel (Cahaba River WRF)

Background and Goals – The Cahaba River WRF has been experiencing variability in the *E. coli* concentrations in the plant effluent for some time. The plant staff has identified two potential sources of the variability: 1) leaks from the old chlorine contact tank (CCT) into the adjoining effluent channel and 2) infiltration of groundwater into the effluent pipe at the point where it enters the effluent flume. Leakage points at the chlorine contact tank are thought to be through joints in the concrete and through the sluice gate from the CCT to the effluent channel. A pond adjacent to the flume and partially above the effluent pipe entering the flume appears to be a potential source of recharge to the groundwater at the pipe leak point. The goal of this task is to prevent leaks into the effluent pipe to the extent possible to eliminate or minimize *E. coli* variability in the effluent.

Scope – We assume that this work will be self-procured by JCESD through its existing on-call contractors.

The scope for the CCT structure sealing will include preparation of technical sketches and specifications. We assume that the design sketches (i.e., red lined PDF markups of historic drawings) and specifications previously prepared by CDM Smith during Phase 2 construction for this purpose will be technically reviewed and edited as necessary by CDM Smith and submitted to JCESD for review. Upon receipt of comments from JCESD, CDM Smith will address the comments and provide final sketches and specifications to JCESD for self-procurement of a contractor.

The scope for the pipeline leak elimination will include preparation of design sketches (i.e., red lined PDF markups of existing drawings) and technical specifications. The documents will be transmitted to JCESD for review, and, upon receipt of comments, the documents will be finalized and transmitted to JCESD for self-procurement of a contractor.

Task 2.3, Add Valves to the Generator Building Drains (Cahaba River WRF and Al Seier Pump Station)

Background and Goals – The drain lines from the generator buildings at the Cahaba River WRF and the Al Seier Pump Station originate in the generator building from floor drains, pipe trenches, and generator containment areas and drain to the sanitary sewer system. Accordingly, any fuel or lubricant leaks would drain into these pipes. There are buried oil water separators (OWSs) outside of the generator building at each site. However, the storage capacity of the OWSs is smaller than desired for potential leaks/spills. The goal of this task is to modify the drain system to allow verification of the absence of fuels and oils prior to releasing any captured fluids to the sanitary sewer system. The early improvements design will provide a design to modify the drain system as described above. An additional goal is to install sensors and transmitters to alert the operators when fluid has built up in the drain system. The second item will be addressed in the scope of the long-term design (i.e., Task 4).

Scope – We assume that this work will be self-procured by JCESD. The scope will include creation of design sketches (i.e., red lined PDF markups of historic drawings) and valve and pipe connection specifications. The design documents will be transmitted to JCESD for review and will be finalized upon receipt of comments from JCESD.

Task 2.4, Rehabilitation of Influent Pump Station Elevators (Cahaba River WRF)

Background and Goals – There is a personnel elevator and a freight elevator in the influent pump station at the Cahaba River WRF. Both elevators suffer from chronic failures. One problem is that the ventilation

system induces a strong enough air flow that the elevator doors have difficulty reaching a fully closed position. The goal of this task is to rehabilitate the elevators to improve elevator reliability.

Scope – We assume that this work will be self-procured by JCESD. Based on observations described by JCESD staff, it appears that there are two potential sources of issues: the elevator hardware and controls and the ventilation system (differential pressures high enough to impede normal elevator door opening and closing). Therefore, CDM Smith will use a two-pronged approach to identify actions/modifications for rectifying the current problems.

CDM Smith will perform an evaluation of the existing influent pump station dry well ventilation system. A review of the existing ventilation design and assessment of the existing ventilation test and balance report will be conducted. A site visit will be performed to verify the operation of the existing fans and measure the pressure differential with respect to the outside. A brief technical memorandum will be provided highlighting the findings and recommended solution(s).

Concurrently, CDM Smith will coordinate with the plant management and then work with JCESD's current elevator maintenance contractor to obtain a written assessment of the condition of each elevator, operating issues, and recommended action(s) to resolve issues and unacceptable conditions. CDM Smith will then meet with the elevator maintenance contractor at the site to review the assessment. Using the assessment from the elevator maintenance contractor and the ventilation evaluation, CDM Smith will prepare design sketches (i.e., red line PDF markups of historic drawings) and technical specifications for JCESD solicitation of quotes for ventilation system modifications and elevator system rehabilitation. The documents will be transmitted to JCESD for review. Once JCESD comments have been received, the documents will be finalized and transmitted to JCESD.

Task 3, Pre-Design Studies

Confirmation of some components of the larger design package scope of work will require performing studies or master planning. Specific pre-design studies are described in more detail below under Tasks 3.1, 3.2, and 3.3. The final design scope of work as described in Task 4 and Exhibit 1 may be modified by amendment to this agreement, if needed, based on the results of Task 3 pre-design studies.

Task 3.1, Screening Influent Channel Modifications Evaluation (Cahaba River WRF)

Background and Goals: The screening influent channel at the Cahaba River WRF has significant accumulation of rags and is assumed to have a significant accumulation of sediment as well. However, the channel has a concrete cover, and access beneath the cover is difficult, making any cleaning of the channel difficult. The influent pumps discharge into the entrance end of this channel, causing significant turbulence and stripping of hydrogen sulfide at that location. There is no air removal or odor control to control the concentrations of hydrogen sulfide in the air space above the water in the channel. Thus, there is severe corrosion of the concrete in the channel. JCESD's goals are to improve accessibility for cleaning of the channel, repair the channel to acceptable structural conditions, modify the channel to reduce accumulation of rags and sediment, and add odor control and concrete protection to control future concrete damage.

Scope: The scope of work will include the following subtasks:

Subtask 3.1.1, Screening Influent Channel Structural Restoration and Modifications Investigation and Analysis

This subtask includes structural investigation of the channel, development of desired channel access geometry and locations, and identification and evaluation of channel structural restoration and modification alternatives.

A CDM Smith structural engineer will make an initial visit to the site to conduct a preliminary condition assessment of the concrete in the subject channel. While at the site for the initial assessment, the structural engineer and the project technical lead will meet with one of JCESD's contractors that performs channel and basin cleaning services to discuss channel access geometry and locations and to define constraints that the structural engineer should consider during design. CDM Smith assumes that the contractor will meet at no cost to CDM Smith. If compensation of the contractor is required, JCESD shall compensate the contractor directly. During this first visit, the CDM Smith structural engineer will also meet with a representative from a material testing firm to review the site and develop a testing approach for testing the integrity of the concrete and reinforcing. Testing the channel concrete will require prior planning as the inside of the channel is considered a confined space. The goal of this subtask will be to develop a plan to eliminate or minimize personnel entering the confined space. The sampling plan will also include considerations for performing ground penetrating radar (GPR) to verify steel spacing and locations in the concrete.

After recommended access geometry and locations have been defined through coordination with the cleaning contractor and a concrete testing plan has been developed with the materials testing firm, the structural engineer will make a second visit to the site. The purpose of the second visit will be to collect samples with the materials testing firm. Since the exact number of samples, number of materials testing tests, and the level of effort and mechanisms for obtaining samples is not known at this time, an allowance of \$15,000 for the materials testing and GPR firms' fees has been included. If, following the development of the concrete investigation and testing plan, it is determined that additional funds are required, an amendment to this agreement will be executed based on subcontractor scope and budget proposals. In addition, we have assumed that the CDM Smith structural engineer will be at the site two days for this testing.

While a number of unknowns exist on the sampling plan, this scope of work assumes the following for the proposed allowance:

- Visual observations will be conducted by a senior structural engineer in accordance with ACI 562–16 and documented with photographs.
- Concrete core sampling will be conducted in accordance with ACI 214.4R-Guide for Obtaining Cores and Interpreting Compressive Strength Results. Concrete sampling and testing will be conducted by an Independent Testing Laboratory.
- Petrographic analysis will be conducted on a minimum of two core samples.

Additional References:

- ACI 224.1R-Causes, Evaluation and Repair of Cracks in Concrete Structures,
- ACI 228.2R-Nondestructive Test Methods for Evaluation of Concrete in Structures,
- ACI 364.1R-Guide for Evaluation of Concrete Structures before Rehabilitation.

A technical memorandum will be prepared to document the structural investigation, identify alternatives for structural restoration and modification of the channel, present economic and non-economic evaluations of alternatives, and provide recommendations. Recommendations will be based on the requirements of the International Existing Building Code (IEBC). The IEBC defines three levels of repair based on the scope of the repair and the structural impact of any modification. Up to three alternatives will be evaluated. The memorandum will be electronically transmitted (PDF) to JCESD for review. A conference call will be held with JCESD to discuss comments, and the document will subsequently be finalized and transmitted in final electronic (PDF) form to JCESD.

Subtask 3.1.2, Evaluation of Alternatives for Reducing Rag and Sediment Build Up and Preventing Channel Corrosion

CDM Smith will identify up to three alternative configurations for minimizing rag and sediment buildup and controlling corrosion of concrete and other materials in the channel. These are interrelated concerns, as the method of minimizing rag and sediment buildup will affect the applicability of corrosion control approaches. The alternatives will be evaluated on an economic and non-economic basis, and one alternative will be recommended. Alternatives development and evaluation will consider and coordinate with the direction provided by the Subtask 3.1.1 technical memorandum and will describe development and evaluation of options and identify the recommended improvements. The memorandum will be electronically (PDF) transmitted to JCESD for review and will be revised after receipt of JCESD review comments.

Task 3.2, Hydraulic Transient Analysis and Identification of Transient Control Improvements (Al Seier Pump Station)

Background and Goals: The Al Seier Pump Station experiences hydraulic transients when pumps turn off. The situation has improved since the installation of variable frequency drives (VFDs) on four of the five pumps, but the problems still exist to some extent. The VFDs reduce the severity of the problem when they are in operation; however, a power failure or other failure resulting in a sudden shut off of a pump running at full speed may still result in transients associated with constant speed pumps. The goal of this task is to model the influent pumping system to define transient scenarios and system reactions and then develop a design for mitigation of the defined transients. A second goal is to verify that the current piping support system is adequate to withstand the static and dynamic forces (with transient mitigation). A third goal is to develop system tie-in pressures for the Patton Creek 1 and Patton Creek 2 pump stations.

Scope: This task includes two subtasks: 1) performing a hydraulic transient analysis and identifying transient control improvements and 2) performing a pipe support evaluation. The forces calculated in the hydraulic analysis become the basis for the pipe support analysis. The two subtasks are presented in detail below.

Subtask 3.2.1, Hydraulic Transient Analysis and Identification of Transient Control Improvements

This task includes a surge analysis for the pump station and the two discharge force mains (Valley Creek WRF and Cahaba River WRF) to evaluate the maximum working plus surge pressure predicted at the pump station as a result of the abnormal event of power failure.

Assumptions:

1. JCESD has made available the previous surge model evaluation performed in 2007. Although it is helpful in providing background information, several equipment upgrades have been made to the pump station since the surge analysis was performed. An updated surge evaluation will be necessary to confirm the working plus surge pressure of the current pump station equipment during a power failure.
2. CDM Smith will develop a surge model using Surge2016 by the University of Kentucky. Specifically, for this project as part of a pipe support analysis, the surge analysis model will be used to predict the maximum pressure (working plus surge) as a result of a power failure. It is understood from the 2007 surge analysis that power failure is the worst-case condition. CDM Smith will evaluate two scenarios for power failure: 1) five pump power failure to the Valley Creek WRF and 2) Simultaneous three pump power failure to Valley Creek WRF and two pump power failure to Cahaba River WRF.
3. CDM Smith will develop a testing plan for the County to execute to obtain pressure data for various situations to verify the surge model behavior. An example might be obtaining pressure measurements after a forced failure of a 900-horsepower pump. A CDM Smith representative will be present for the testing.
4. Findings, calculations and recommendations will be provided in a draft technical memorandum. The technical memorandum will provide recommendations for surge control improvements and surge control device settings. Following receipt of JCESD's review comments, the piping stress analysis described below will be initiated. Final technical memorandum will be provided for the surge analysis and the piping stress analysis.
5. For budgeting purposes, it is assumed the types of surge protection devices may include air handling valves, surge relief valves and/or hydropneumatic surge tank(s).
6. The surge evaluation will assume all the air handling valves identified by JCESD are operational unless JCESD identifies air valves that are not working or have not received maintenance in the last 5 years.
7. It is assumed that JCESD will provide the following information:
 - a. O&M manuals for check valves and other components.
 - b. Make and model of existing pump station check valves.
 - c. Make and model of existing pipeline air handling valves.

- d. Make and model of surge relief valve.
- e. Historic pressure gauge readings at the discharge header(s) during a power failure, if available.

From a preliminary review of the previous 2007 surge analysis, it is understood that assumed entrained air was considered to provide a dampening effect that mitigated the possible effects of surge cavitation during a one-pump power failure during the field test, although cavitation was predicted by the surge model. Thus, the 2007 calibrated surge model represented the assumed entrained air as a surge tank for its evaluations. Surge modeling for this project will not assume air entrainment for permanent dampening of cavitation due to concerns over how entrained air could change over time with temperature and operations and/or provide different results for a larger number of pumps (three or five pump power failure) than the 2007 field test of one pump.

A draft technical memorandum will be prepared and transmitted electronically (PDF) to JCESD for review. A conference call will be held to obtain JCESD comments, followed by final revisions to the memorandum. The final memorandum will be transmitted to JCESD in electronic (PDF) form.

Subtask 3.2.2, Al Seier Pipe Support Evaluation

This task includes piping stress analysis calculations of pipe restraint loads for the piping associated with the five sewage pumps and located within the pump station. The evaluation will be performed by a subconsultant to CDM Smith, Fenny Engineering. The existing piping and piping supports will be evaluated for the maximum working pressure plus surge pressure established above in the Surge Analysis Draft Technical Memorandum for the post transient control implementation scenario. The evaluation will include support types, design and locations and provide recommendation for pipe support revision and/or additions. The evaluation will not include structural modeling or evaluation of building elements.

Should the existing piping system be inadequate or overstressed, recommendations will be made to revise the piping supports, anchors, guides, seismic restraints, and/or expansion joints. The findings and recommendations of the evaluation will be provided in a draft technical memorandum. Sketches showing the conceptual layout of recommended changes will be included and will consist of markups of PDFs of the historic drawings or photographs.

A draft technical memorandum will be prepared and transmitted electronically (PDF) to JCESD for review. A conference call will be held to obtain JCESD comments, followed by final revisions to the memorandum. The final memorandum will be transmitted to JCESD in electronic (PDF) form.

Subtask 3.2.2, Al Seier Pipe Support Evaluation

CDM Smith will use the model develop for the surge task 3.2.1 to develop system tie-in pressures for Patton Creek Pump Stations 1 and 2. CDM Smith will develop these pressures for up to three system flow conditions at each station. The tie-in pressure will be located at the discharge header of each pump station which will require CDM Smith to model each stations

discharge forcemain to the tie-in location along the main forcemain. CDM Smith will not model the two Patton Creek Pump Station in detail. CDM Smith will use a fixed grade node with a source flow equal to the design flow of the pumps station to model the tie-in pressures. The Consultant designing each pump station upgrade should use these system tie-in pressures along with the station loss and pump station wetwell operation level to develop the total design head for each station.

Task 3.3, Electrical System Master Plan (Cahaba River WRF)

Background and Goals: The Cahaba River WRF has undergone upgrades and modifications throughout its operational life cycle. JCESD desires a comprehensive assessment of the electrical equipment and electrical infrastructure at the facility to identify necessary replacement, rehabilitation, and improvements and to develop a phased capital improvements plan.

Scope: The scope of work for this task consists of Data Collection, Condition Assessment, Power Reliability and Redundancy Study and an Electrical Assessment Report and Capital Improvements Plan.

Subtask 3.3.1, Data Collection and System Evaluations

CDM Smith will collect and review information from JCESD that is necessary to facilitate the evaluation of the existing electrical system at the WRF to develop recommendations for future expansion or improvements at these facilities. Necessary information is anticipated to include:

- All available Record Drawings
- 12 months of historical power bills for the Cahaba River WRF services
- Significant maintenance records for the electrical system, such as switchgear, transformer, MCC, VFD, generator, etc.
- Point of contact of electric utility company

CDM Smith will also coordinate with the generator manufacturer to conduct an inspection of the standby power system, including the generators, fuel tanks, switchgear, etc., to determine its condition, deficiencies, and needs.

Subtask 3.3.2, Condition Assessment

CDM Smith will visit the WRF to conduct an electrical system condition assessment inspection. This will include:

- Site visit to review the condition of existing major electrical infrastructure, assumed to be from the point of delivery from the power provider to the point of power distribution (i.e. power distribution panel, MCC, Variable Frequency Drive, etc.). Condition assessment of individual motors, power distribution to lighting panels or other low voltage systems is not included in this scope of services.
- Review maintenance records of electrical equipment for the past 3 years to identify reoccurring problems with the same equipment. Meet with key JCESD operations staff that have recently been responsible for the operation and maintenance of these facilities to review possible electrical problems.

- Evaluate the electrical system against current National Electric Code (NEC) and NFPA 820 requirements for safety, fire, shock hazards, and violations.
- Conduct an Electrical Obsolescence Study and evaluate issues with replacement and/or repairs of older equipment through the equipment manufacturer. Where replacement parts are difficult to obtain or have been discontinued, CDM Smith may recommend replacement equipment that is of the latest technology and compatible with remaining equipment.

Findings from this visit will be documented in a summary memorandum for the Cahaba River WRF. Identified critical deficiencies or code compliance issues will be included.

Subtask 3.3.3, Power Reliability and Redundancy Study

CDM Smith will review the information collected under the condition assessment, in conjunction with the planned future improvements for the WRF, to identify critical plant power needs and to determine if the existing facilities provide JCESD's desired reliability and redundancy. CDM Smith will also conduct a meeting with the electric utility company to discuss the condition, capacity, and reliability of its distribution infrastructure feeding the WRF.

CDM Smith will review the existing electrical system and planned future expansion/modifications to determine the estimated future capacity requirements of both utility power and the standby power distribution system. CDM Smith will also conduct research of regulatory requirements regarding power reliability and redundancy, document the findings, and make recommendations for compliance. Findings from the reliability and redundancy investigations will be documented in a summary memorandum. Identified critical deficiencies in the current equipment will be included.

Subtask 3.3.4, Electrical Assessment Report and Capital Improvements Plan

CDM Smith will compile the information and analysis completed under the previous tasks into a final Electrical Assessment Report. This report will include the technical memorandums provided under the previous tasks in an appendix and provide a high-level summary of the findings for the Cahaba River WRF, including the following:

- Summary of condition assessment
- Recommended improvements to address critical deficiencies, code compliance, power reliability and redundancy
- A phased implementation plan for the recommended improvements
- Conceptual Opinion of Probable Construction Cost (OPCC) for each recommended improvement that will include capital cost of construction in the recommended planning year, appropriate engineering and legal costs, and appropriate contingencies to consider for each project.

The draft report will be prepared and reviewed by a team of internal technical specialists before delivery to JCESD for review and comment. Five (5) hard copies and one electronic (PDF) copy of the draft report will be delivered to JCESD.

A review meeting will be held, and comments received from JCESD. Following receipt of comments, the report will be revised, and a final version delivered to JCESD. Five (5) hard copies and one electronic (PDF) copy of the final report will be delivered to JCESD.

Task 4, Design for General Construction Contract

The goal of this task is to develop contract documents for bidding of the improvements identified in **Exhibit 1** for performance under a general contractor. Our best estimate of the number of drawings, based on the level of information available at the time of preparing this proposal, is 270. This task will occur in five phases: 1) Conceptual Design, 2) Preliminary Design, 3) Design Development (60% Design), 4) Pre-Final Design (95% Design), and 5) Final Design (Bid Ready). Each of these subtasks is described in more detail in the paragraphs below. Lists of assumed drawings have been developed for each facility (i.e., Cahaba River WRF, Trussville WRF, and Al Seier Pump Station) and are presented in **Tables E1.1, E1.2 and E1.3**. Some scope items will be more fully defined as Task 3 (above) and the conceptual design (Task 4.1 below) are completed, and the list of drawings provided in **Tables E1.1, E1.2 and E1.3** will be revisited and adjusted to reflect any changes. If the number of drawings decreases below 270, the remainder of the Task 4 design budget and the Task 6 budget for preparation of conformed documents will be prorated downward accordingly. The budget reductions will be placed in a contingency task for use with pre-approval by JCESD. If the number of drawings increases above 270, CDM Smith will prepare an amendment request for a commensurate increase in the Task 4 and Task 6 budgets.

Task 4.1, Conceptual Design

The purpose of the conceptual design phase is to solidify design direction for each of the proposed improvements, including alternatives analysis where multiple options have been identified. The work under this subtask will include: 1) performing evaluation of alternatives (where applicable as indicated in Exhibit 1); 2) meeting with equipment vendors; 3) performing site visits to collect additional information necessary to provide recommendations; 4) definition of data needs (e.g., surveying extents), 5) confirmation of applicable codes, regulations, and standards requirements; 6) development of additional design information; 7) preparation of layout sketches where useful for obtaining input to solidify direction, and 8) development of process automation control concepts. **Table 1** below summarizes the site visits/inspections during the conceptual design.

A conceptual design report will be prepared to present the information, findings and recommendations from this work. An electronic (PDF) copy of the draft report would be transmitted to JCESD for review, followed by a meeting with JCESD staff to obtain input and guidance. The report will then be finalized and transmitted to JCESD in electronic (PDF) and two hard copies.

Table 1

Site Visits and Inspections Assumed For Conceptual Design

Architectural (4 trips, 6 days on site)	
<ul style="list-style-type: none"> General site visit to Trussville, Cahaba and Al Seier for miscellaneous items Plant wide painting scoping inspection at Cahaba Plant wide painting scoping inspection at Trussville 	
Structural (1 trip, 2 days on site)	
<ul style="list-style-type: none"> General site visit to Trussville for miscellaneous items General site visit to Cahaba for miscellaneous items General site visit to Al Seier for miscellaneous items Plant wide concrete scoping inspections at Cahaba and Trussville Trussville dewatering system site visit to develop solutions 	
Process Mechanical (7 trips, 8 days on site)	
<ul style="list-style-type: none"> General site visit to Trussville for miscellaneous items General site visit to Cahaba for miscellaneous items General site visit to Al Seier for miscellaneous items 	(1 trip, 2 days)
<ul style="list-style-type: none"> Site visits to meet with various vendors (2 trips, 1 day each) Motor operator scoping inspection and data collection at Trussville (1 trip, 1 day) Plant wide plant water system inspections at Cahaba and Trussville (1 trip, 2 days) Trussville dewatering system site visit to develop solutions (1 trip, 1 day) Site visit to develop potential solutions and scopes for Cahaba screening (1 trip, 1 day) 	
HVAC and Plumbing (1 trips, 2 days on site)	
<ul style="list-style-type: none"> General site visit to Trussville and Cahaba for miscellaneous items 	
Electrical (1 trip, 2 days on site)	
<ul style="list-style-type: none"> General site visit to Trussville for miscellaneous items General site visit to Cahaba for miscellaneous items General site visit to Al Seier for miscellaneous items 	
Instrumentation and Control (1 trip, 2 days on site)	
<ul style="list-style-type: none"> General site visit to Trussville for miscellaneous items General site visit to Cahaba for miscellaneous items General site visit to Al Seier for miscellaneous items 	

Task 4.2, Preliminary Design

The purpose of the preliminary design phase is to bring the design to the approximately 30 percent complete level. In addition, targeted surveying of the improvement areas will be performed to obtain elevation and horizontal location information of structures to be modified under the proposed changes. The following assumptions are made for this phase of work:

- The surveying needs will be dependent on the outcome of the pre-design studies and the conceptual design. Since we are not able to define the scope of surveying at this time, the budget includes an allowance of \$40,000 for surveying.
- The geotechnical needs will be dependent on the outcome of the site wide concrete inspection and the conceptual design for the restroom at Al Seier (Item 34 in Exhibit 1). No other geotechnical needs are included in this scope of work. Since we are not able to define the geotechnical scope at this time, the budget includes an allowance of \$40,000 for geotechnical investigation.
- Design criteria will be finalized,
- The table of contents for the specifications will be prepared,
- Preliminary P&IDs will be developed,
- Where applicable and possible with the data available at the time of preliminary design, general arrangement drawings will be prepared using historic drawings as base drawings.

A preliminary design report will be prepared, and four hard copies of the report and an electronic (PDF) version of the report will be transmitted to JCESD for review. Concurrent with the review of the preliminary design, CDM Smith will develop an OPCC. After JCESD has reviewed the preliminary design, CDM Smith will meet with JCESD to obtain input on the preliminary design. We assume that the meeting will be attended in person by the project manager, the client service leader, the project technical leader, the electrical engineer, the instrumentation and control engineer, and the architect. Other task/discipline leads will participate as needed by conference call. Following that meeting, CDM Smith will begin work on the Design Development (60%) phase.

Task 4.3, Design Development (60% Documents)

This task involves advancing the design to 60 percent complete. Four hard copies of the documents (two full size and two half size) will be transmitted to JCESD for review. Concurrent with the review of the 60% documents, CDM Smith will update the opinion of probable construction cost. After JCESD has reviewed the 60% design documents, CDM Smith will meet with JCESD to obtain input on the 60 percent design. We assume that the meeting will be attended in person by the project manager, the client service leader, the project technical lead, the electrical engineer, the instrumentation and control engineer, and the architect. Other task/discipline leads will participate as needed by conference call. Following that meeting, CDM Smith will begin work on the Pre-Final Design (95%) phase.

Task 4.4, Pre-Final Design (95% Documents)

This task involves advancing the design to 95 percent complete. Four hard copies of the documents (two full size and two half size) will be transmitted to JCESD for review. Concurrent with the review of the

95% documents, CDM Smith will update the opinion of probable construction cost a final time. After JCESD has reviewed the 95% design documents, CDM Smith will meet with JCESD to obtain input on the 95 percent design. We assume that the meeting will be attended in person by the project manager, the client service leader, the project technical leader, the electrical engineer, the instrumentation and control engineer, and the architect. Other task/discipline leads will participate as needed by conference call. Following that meeting, CDM Smith will begin work on the Final Design (production of bid ready documents) phase.

Task 4.5, Final Design (Production of Bid Ready Documents)

Following the 95 percent review meeting with JCESD, CDM Smith will perform final revisions to the drawings and prepare bid ready drawings and specifications. We assume that two full size sets and two half size sets of drawings will be created and transmitted to JCESD. In addition, an electronic (PDF) version of the drawings and specifications will be prepared and transmitted to JCESD.

Task 5, Bidding Services

CDM Smith will provide the following services during bidding:

- Administration of document distribution. CDM Smith will make a hard copy set of bid documents available at the JCESD and CDM Smith Atlanta offices for contractor viewing. Each set will consist of a bound copy of the front-end documents and technical specifications, as well as a full size set of drawings. CDM Smith will be the point of contact for bid document distribution and will keep a list of document holders and transmit any addenda to the document holders. Documents will be distributed to plan holders in electronic format only (PDF). All pre-qualified bidders that attend the mandatory pre-bid meeting will receive a hard copy of Volume I, containing the front-end documents, for their use in submitting a bid.
- Pre-bid meeting. CDM Smith will conduct the pre-bid meeting and will produce and distribute the minutes for this meeting.
- Day-to-day administration of the bid process. CDM Smith will field calls and requests for information and coordinate the bid process.
- Preparation of addenda. CDM Smith will prepare up to three addenda. We have budgeted a total of 120 hours for this subtask.
- Bid opening and review of bids. CDM Smith will attend the bid opening and will review the bids, create a bid tabulation, and create a tabulation of exceptions for each bidder. CDM Smith will then prepare a recommendation letter that provides a summary of the bid evaluation and recommendations.

This scope of work assumes administration of one bid phase for a single construction contract. If multiple bid packages are requested or multiple bid cycles are required, additional services will be added by written amendment to this agreement.

Task 6, Preparation of Conformed Documents

After receipt of bids, CDM Smith will prepare conformed drawings and specifications. The conformed drawings and specifications will be the bid drawings and specifications with the addendum changes incorporated. We have assumed that a total of 270 drawings will be included in the conformed set.

CDM Smith will deliver six hard copy conformed sets to JCESD, three sets that include full size drawings and three sets that include half size drawings. CDM Smith will deliver three hard copy conformed sets, with full size drawings, to the Contractor. CDM Smith will provide the conformed documents in electronic format (PDF) to both JCESD and the Contractor so they can make additional hard copies as needed.

Task 7, Prepare Yard Piping Posters for the Trussville and Cahaba River WRFs

Background and Goals – For the Trussville WRF, the goal is to develop a scaled yard piping drawing of the plant to replace the existing drawing that is mounted on the wall outside of the operator offices. For the Cahaba River WRF, the goal is to develop a scaled yard piping drawing of the plant that is similar to the Trussville drawing and can be mounted on the wall in one (or more) of the buildings on the site.

Scope – A single 60-inch wide site drawing showing yard piping with associated valves and structures, as of the completion of the improvements under this project, will be prepared for each of the treatment plant facilities. This will require cleaning up and simplifying the current yard piping drawings to provide a graphic for operator reference, like the drawing that now hangs outside of the plant management offices at the Trussville facility. A draft will be prepared for plant management and JCESD project manager review. Following review, the drawings will be delivered to JCESD in final hard copy and electronic forms. We assume that JCESD will frame and install the drawings.

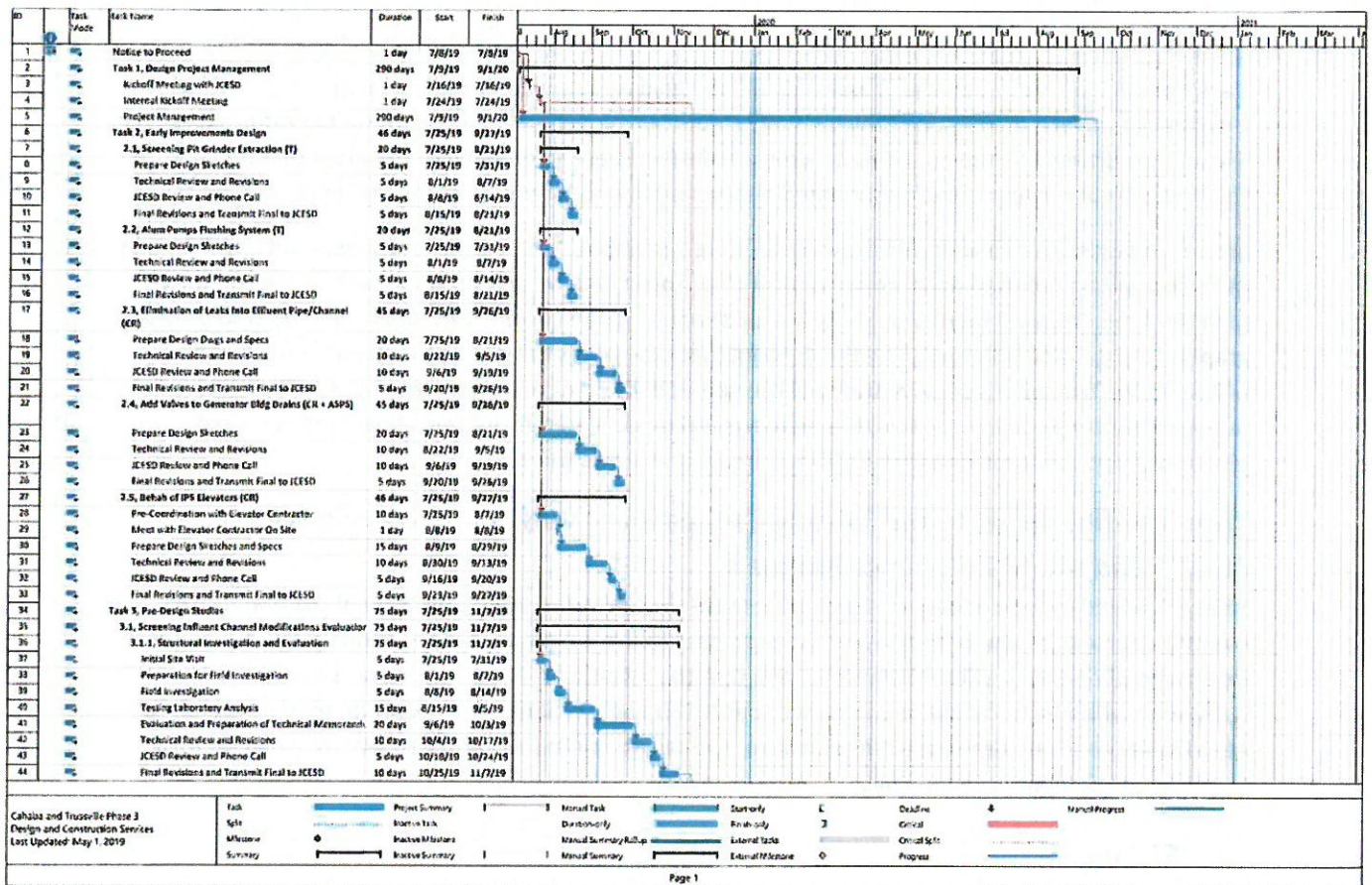
Task 8, Refinements to the Existing Cahaba River WRF and Trussville WRF

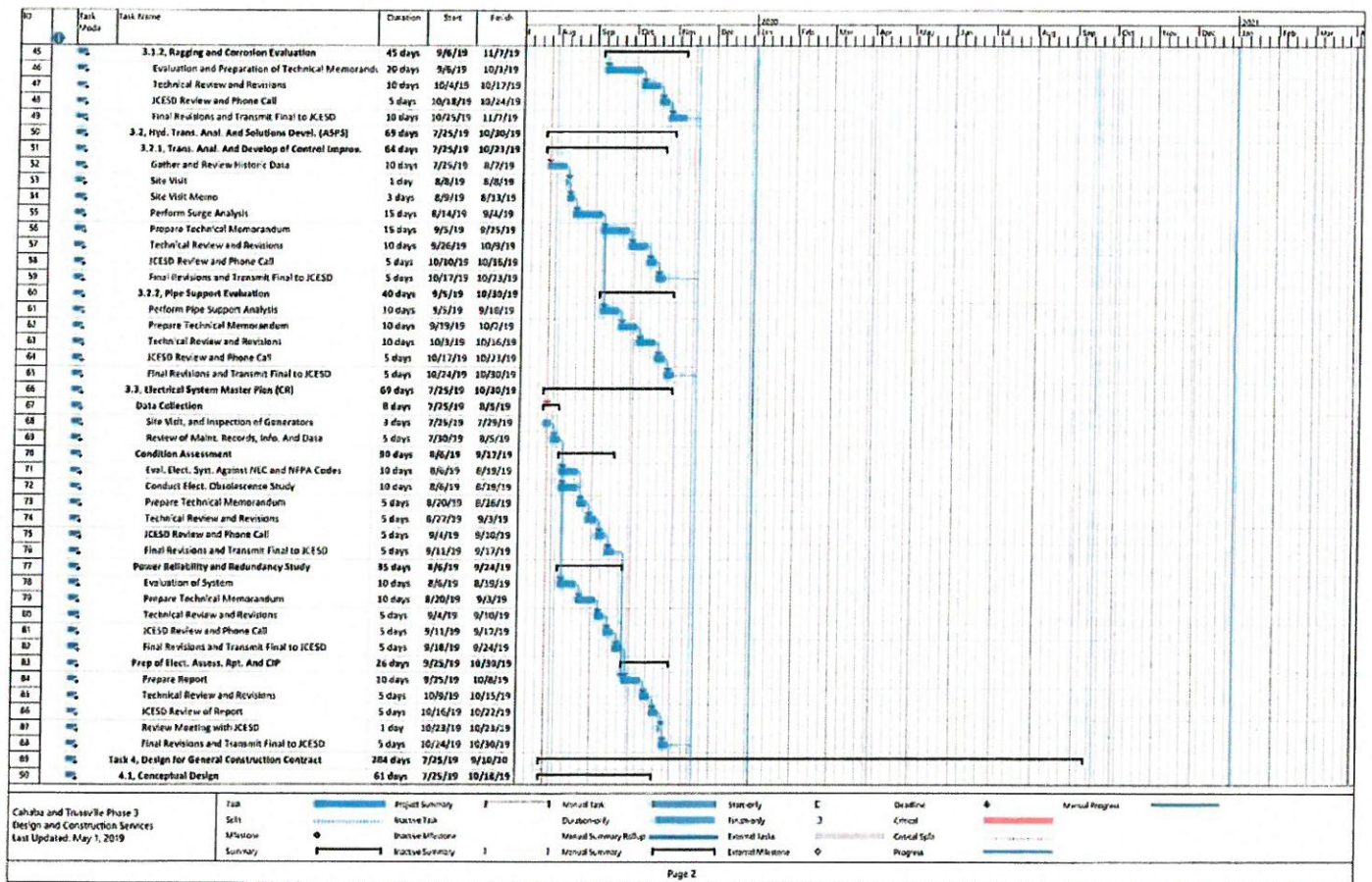
Operations and Maintenance Manuals

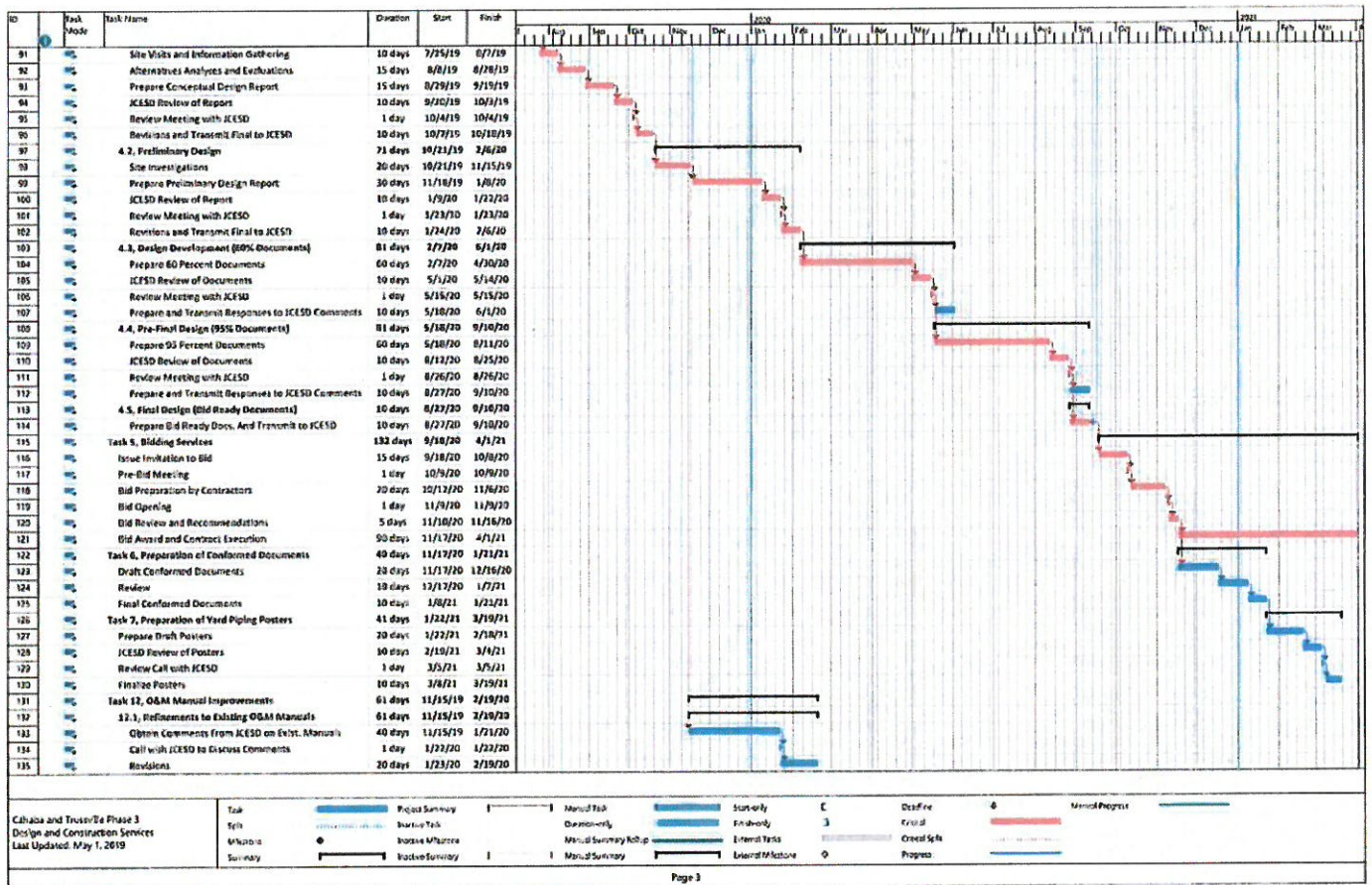
This task would include editing of the existing O&M manuals after JCESD's review of the manuals to identify inaccuracies and omissions for the processes that are covered by the manuals. We assume that one round of revisions will be performed, and that the resulting product will include one electronic PDF O&M manual for each facility. It is assumed that JCESD will install these manuals on their computers at each facility and have the supporting software, such as Adobe Reader or Bluebeam, to allow their staff to access the data in these manuals.

SCHEDULE

The proposed schedule for the Cahaba River WRF, Trussville WRF, and Al Seier Pump Station Phase 3 project is presented in **Figure 1**. We have assumed a notice to proceed date of July 8, 2019. The notice to proceed date would be adjusted upon actual notice to proceed, but the proposed schedule logic would remain the same.







BUDGET

CDM Smith proposes a not to exceed budget of \$3,022,362. We propose to perform the work on a billing rate basis in accordance with the rates established in **Table 2**. Outside professional cost will be invoiced at cost plus 10 percent.

Table 2
Labor Rate Schedule

Labor Category	Rate
Principal-In-Charge	\$215
Project Manager	\$195
Project Controls Specialist	\$90
Project Technical Leader	\$200
Senior Technical Specialist	\$195
Technical Specialist	\$180
Senior Engineer	\$160
Professional Engineer	\$145
Engineer	\$125
Senior Technician/Designer	\$145
CADD Operator	\$95
Senior Operations Specialist	\$155
Operations Specialist	\$130
Accounting	\$110
Office Clerical	\$90
Construction Coordinator/Scheduler	\$200

Note: Consultant and Owner may agree to add labor categories as necessary to cover staff that do not fit into the above labor categories.

EXHIBIT 1

Proposed Scope of Improvements

Trussville WRF, the Cahaba River WRF and the Al Seier Pump Station

A preliminary scope of improvements at the Trussville WRF, the Cahaba River WRF and the Al Seier Pump Station was developed by working with JCESD staff to develop an inventory of the current issues and needs at each facility and identifying necessary changes to address those issues and needs. The resulting list of design tasks is presented below. Our best estimate of the list of drawings required for the design tasks below is presented in Tables 1, 2 and 3.

Some of the design tasks presented below are defined well enough at this point that we can establish a definitive list of required drawings, while others will require completion of Task 3 (Pre-Design Studies) and Task 4.1 (Conceptual Design) to establish a definitive list of drawings. In those cases, the associated list of drawings represents our best educated deduction of the required drawings. Consequently, there is some uncertainty in the list of drawings provided in Tables 1, 2 and 3. Please refer to Tables 1, 2 and 3 in concert with the design tasks descriptions below to obtain a full understanding of the assumptions for each design task.

1. Plant Wide Painting (Trussville WRF and Cahaba River WRF)
 - a. Background and Goals – Most of the structures and equipment at both plant sites are in need of repainting for both protection and aesthetic reasons. The goal is to develop drawings and specifications necessary to bid the repainting of non-submerged, non-buried structures and equipment throughout the plants.
 - b. Scope – A plant wide inspection of structures and equipment will be performed to identify the painting needs for each process, structure and feature. A site painting key map will be prepared with each process, structure and feature labeled and coded. We assume that the key map will consist of two sheets for Trussville WRF and four sheets for Cahaba River WRF. Additionally, five sheets for each site, with photos and notes identifying existing conditions of elements to be painted, will be prepared to assist the Contractor with clarification of the scope. A painting schedule, keyed to the site painting key map, will be included with the required specifications and will be prepared for each site.
2. Add Motor Operators to Select Valves and Gates Throughout the Plant Site (Trussville WRF)
 - a. Background and Goals - The goal of this task is to design addition of motor operators to valves and gates at the Trussville WRF where exercising of the valves may not occur on a regular basis without the addition of motor operators. Thus, selection of target valves and gates will largely be based on the number of turns required to exercise them.
 - b. Scope – CDM Smith will compile a list of valves at the Trussville WRF that are six inches and larger in diameter and will then work with the plant management to verify the list, obtain the number of turns to open/close each valve, and verify whether the valves currently have motor

operators. CDM Smith will also prepare a list of gates at the Trussville WRF and work with the plant management to verify the list, obtain the number of turns to open/close each gate, and verify whether the gates have motor operators. A motor operator key map that identifies the valves and gates to be retrofitted will be prepared for each site. Motor operator schedules, referenced to the motor operator key map, will be prepared for the treatment plant along with details and specifications. We assume that two sheets of details will be necessary. We also assume that the added motor operators will not be connected to the SCADA system.

3. Plant Wide Concrete Repair (Trussville WRF and Cahaba River WRF)
 - a. Background and Goals – In places on the plant site, the earth has settled adjacent to structures and the concrete adjacent to the structures has cracked and settled. In some cases, a trip or fall hazard has been created or damage has occurred.
 - b. Scope – A site visit will be made to each treatment plant to perform a plant wide inspection of concrete walkways and other concrete surfaces with plant management and other JCESD staff, if desired. The purpose of the visit is to identify areas where removal and replacement of concrete surfaces is desired and necessary. A concrete repair key map will be prepared for each treatment plant site, with target areas labeled and coded. A concrete repair schedule, keyed to the concrete repair key map, will be prepared along with up to two plan and detail drawings for each site.
4. Plant Wide Plant Water System Repairs (Trussville WRF and Cahaba River WRF)
 - a. Background and Goals – While the plant water system pumps have been replaced and upgraded at the Trussville WRF, the above grade distribution and delivery portions of the system are showing their age and are, in some cases, in need of repairs. A similar situation exists at the Cahaba River WRF. The components in question include valves, hose stations, sprayers and other delivery systems. The goal of this task is to restore the above grade portions of the plant water distribution system to a better condition and, where appropriate, improve the functionality. A second goal is to remove the hose reels that are scattered throughout each plant and replace them with connections for portable hose reel systems.
 - b. Scope – A site visit will be made to each treatment plant to perform a plant wide inspection of the above grade portions of the plant water system with plant management and other JCESD staff, if desired, to identify areas where repairs or revisions to the above ground plant water system components should occur. A plant water distribution system repair and modification key map will be prepared, with target areas labeled and coded. A repair schedule that is keyed to the plant water distribution system key map will be prepared along with up to two plan and detail drawings for each plant.
5. Replacement of Grit System Equipment (Trussville WRF)
 - a. Background and Goals – The equipment at the Trussville WRF grit system is old and may be approaching the end of its life. The goal of this task is to evaluate the condition of the existing equipment and develop specifications for purchase and installation of new equipment and/or rebuilding of existing equipment.

- b. Scope – CDM Smith will coordinate with the vendor for the existing equipment to help evaluate the condition of the equipment and make recommendations on replacement or refurbishment of the equipment. A brief technical memorandum will be prepared to convey observations and recommendations, including opinions on whether competitors' equipment could also be considered. Specifications will then be prepared for new equipment (where appropriate) and refurbishment of existing equipment (where appropriate). We assume that two specification sections will be prepared. See Table 2 for assumed drawings.
- 6. Automation of the Pre-Oxidation Ditch Junction Box Gates (Trussville WRF)
 - a. Background and Goals – The goal of this task is to automate the weir gates in the junction box prior to the Trussville WRF oxidation ditches to allow operators to remotely divert a portion of the flow to an unused oxidation ditch during large wet-weather events. This will allow partial equalization of wet-weather flows.
 - b. Scope – Design drawings and specifications will be prepared for addition of motor operators to the pre-oxidation ditch junction box gates and addition of instrumentation and control to allow the operators to open or partially open any of the gates in this box using the SCADA system. The changes would include addition of the ability to monitor gate position and oxidation ditch water levels via SCADA. Controls would include the use of level sensors to automatically close the gate to the selected unused oxidation ditch when it is full.
- 7. Alum Containment and Metering Area Modifications (Trussville WRF)
 - a. Background and Goals – The metal salts storage tank containment area at the Trussville facility has areas where rain water and drainage water ponds, which creates a hazard. There is a sump in the containment area, but a portion of the containment area does not effectively drain to the sump. Also, the fiberglass metal salts metering pump building has a concrete stoop that is constructed such that some water seeps into the fiberglass building during rain events. The goal for the metal salts containment area is to re-grout the bottom of the containment area to create positive drainage to the sump and recoat the re-grouted containment area with a chemical resistant coating. The goal for improvements to the metal salts metering building is to modify the entrance to the fiberglass building to eliminate seepage of water into the building.
 - b. Scope – The scope will include preparation of a drawing sheet with the proposed grouting and coating and preparation, a drawing sheet with modifications to the fiberglass metering building entrance, and coating specifications.
- 8. Dewatering Building Dewatered Sludge Containment Improvements (Trussville WRF)
 - a. Background and Goals – Some of the dewatered sludge falling out of the screw press at the Trussville WRF misses or bounces off of the conveyor belt or sticks to the conveyor belt and falls off on the return trip, resulting in accumulation of dewatered sludge on the floor beneath and around the screw press. In some cases, the sludge falls in places under the press that are hard to reach and clean. The goal is to improve the capture of dewatered sludge by the conveyor belt and to improve the ability to clean under the press.

- b. Scope – CDM Smith will evaluate methods for improving dewatered sludge capture and improving the ability to clean under the press. A brief technical memorandum, which will become an appendix to the preliminary design report, will be prepared to present the evaluation and recommendations. CDM Smith will then prepare drawings and specifications for the agreed upon modifications. We have assumed that two mechanical drawings and one structural drawing will be required.
- 9. Clarifier Influent Junction Box Rehab (Trussville WRF)
 - a. Background and Goals – The clarifier influent junction box at the Trussville WRF is a concrete box with a complicated welded and bolted fabricated stainless-steel structure inserted into it. It appears that the purpose of the inserted structure is to provide additional weir length for splitting flow to the individual clarifiers. The insert, which is corroding and leaking, is designed in a way that would require taking all clarifiers out of service to replace, maintain, or modify the insert. The goal is to replace the insert, and if possible, simplify the new weir configuration to improve operation and maintenance. The design of the existing box will limit retrofit options, but construction of a new box would be expensive.
 - b. Scope – CDM Smith will design the demolition and replacement of the clarifier influent junction box weir system. Simplification of the weir system, improving operability and limiting down time for the retrofit (i.e., bypass pumping time) will be key considerations for this design. See Table 2 for drawing assumptions.
- 10. Addition of Decanting Mechanism to Digester (Trussville WRF)
 - a. Background and Goals – The digester at the Trussville WRF is a converted oxidation ditch and currently has no decanting functionality. Addition of the ability to periodically stop the aerators and decant clear liquid from the top of the digester would allow thickening of sludge, which should in turn increase sludge dewatering production rates. The goal is to add the ability to decant to the thickener effluent trough to a nearby manhole and return the decant liquid to the head of the treatment plant.
 - b. Scope – The first task under this scope item will be to verify that the existing mixing/aeration equipment will be capable of meeting oxygen demands at the higher solids concentrations and capable of resuspending the solids after the mixing/aeration equipment is turned off to allow decanting and if modifications will be necessary to add this capability. CDM Smith will identify a pumped and a non-pumped decanting alternative and prepare PDF sketches of each along with a cost and non-cost comparison. A call will be held with JCESD to select the desired approach. Drawings and specifications will be prepared for the desired approach. Since we currently do not know whether modifications will have to be made to the mixing/aeration systems, we have assumed that in addition to drawings necessary for the detailing of the decanting mechanism drawings for mixing/aeration improvements will also be necessary. We have assumed that one additional structural drawing and two additional electrical drawings will be needed if mixing/aeration improvements are necessary.

11. Replacement of Digester Aerator Rotors (Trussville WRF)
 - a. Background and Goals – The aeration equipment in the digester at the Trussville WRF is likely to be reaching the end of its life. The goal of this task is to evaluate the equipment and replace or refurbish as necessary.
 - b. Scope – This scope item will occur in coordination with scope item 10 above, as the outcome of the mixing and aeration evaluation will impact decisions on refurbishment/replacement of the equipment. CDM Smith will meet with the manufacturer's representative for the aerator equipment at the site to inspect the equipment and obtain recommendations on refurbishment/replacement of equipment. Subsequently, drawings and specifications will be prepared. See Table 2 for drawing assumptions.
12. Replacement of Thickener Mechanism and/or Drive (Trussville WRF)
 - a. Background and Goals – The thickener mechanism and drive at the Trussville WRF are likely to be reaching the end of their life. The goal of this task is to evaluate the equipment and replace or refurbish as necessary.
 - b. Scope – CDM Smith will meet with the manufacturer's representative for the thickener mechanism at the site to inspect the equipment and obtain recommendations on refurbishment/replacement of equipment. Subsequently, drawings and specifications will be prepared. See Table 2 for drawing assumptions.
13. Addition of Cleanup Sink and Eye Wash at Dewatering Building (Trussville WRF)
 - a. Background and Goals – The Dewatering Building at the Trussville WRF does not have a sink, an eye wash/shower, or the potable water service required to service either. The goal is to add these items to this building.
 - b. Scope – The scope includes creating the necessary drawings and specifications to run a potable water line to the Dewatering Building, install an industrial laundry tub type sink, and install an eye wash/shower. See Table 2 for drawing assumptions.
14. Cover Effluent Parshall Flume (Trussville WRF)
 - a. Background and Goals – The effluent Parshall Flume at the Trussville WRF has algae growth which can affect the accuracy of the flume. The goal of this task is to cover the flume to limit algae growth and maintain better flow measurement.
 - b. Scope – The scope for this task includes design of a cover system for the effluent flume. We assume the cover will utilize the existing grating and supports at elevation 417.0 +/- and will be rated for foot traffic.
15. Replace Seal Water System at Influent Pump Station (Cahaba River WRF)
 - a. Background and Goals – The seal water system at the Cahaba River WRF influent pump station is at the end of its life and needs to be replaced. In addition, the system is located on the bottom floor of the pump station, which has the potential to flood. The goal of this task is to replace the

existing seal water system with a new system located on a higher floor, where it will not be subject to flooding.

- b. Scope – Drawings and specifications for demolition of the old seal water system and construction of a new seal water system will be prepared.

16. Replace Flexible Expansion Joints on Influent Pump Suction Pipes with Hard Piped Joints (Cahaba River WRF)

- a. Background and Goals – The Cahaba River WRF Influent Pump Station pumps are fitted with flexible reducers/increasers between the pumps and the suction and discharge pipes. This same arrangement, at least on the discharge side of the pumps, existed at the Al Seier Pump Station. The flexible joints at the Al Seier Pump Station experienced catastrophic failures, allowing flooding of the pump station dry well on several occasions. While catastrophic failures of the flexible joints have not occurred at the Cahaba River WRF, JCESD would like to have these changed out with hard piping (similar to what was done at Al Seier) to manage this risk.
- b. Scope – Drawings and specifications for demolition and replacement of the flexible joints will be prepared.

17. Screening Influent Channel Modifications (Cahaba River WRF)

- a. Background and Goals – Please see the background and goals under Task 2.1 above. Task 2.1 is an investigation and study to establish the design direction. This task is the design of the selected improvements.
- b. Scope – The scope of the improvements will be determined by the results of Task 2.1. However, for the purpose of estimating the cost for this task, we have assumed that the design will include the following components:
 - Removal of the concrete channel cover for the entire length of the channel, construction of beams at intervals along the channel, and addition of a removable planking cover.
 - Structural repair of the existing concrete for this channel beneath the cover.
 - Installation of coarse bubble aeration for channel mixing, with the air source being the existing Gardner Denver blowers.
 - Installation of ductwork from the existing dilution/dispersion fans to the channel for removal of headspace air for corrosion control and odor control. We assume that the existing dilution/dispersion fans will have to be replaced with larger fans.

18. Rebuild of the bar screens (Cahaba River WRF)

- a. Background and Goals – The influent screens at the Cahaba River WRF site are at an age where rebuilding and repairs are needed. The goal of this task is to rebuild or replace these screens.
- b. Scope - CDM Smith will meet with the manufacturer's representative for the bar screens at the site to inspect the equipment and obtain recommendations on refurbishment/replacement of equipment. Subsequently, the design of the recommended improvements will be performed. We assume that this effort will only require preparation of specifications.

19. Modification of the Screening Discharge Chute (Cahaba River WRF)

- a. Background and Goals – The influent screens at the Cahaba River WRF site occasionally overwhelm the discharge chute, causing screenings jams at certain points along the chute. Cleaning/removal of the jams is difficult and retrofitting the chute to provide a branch for emergency raking of screenings to a wheelbarrow or directly to the screenings dumpster would improve operations.
- b. Scope – CDM Smith will evaluate options for retrofitting of the chute system and prepare a design sketch (red lined PDF of a historic drawing) to illustrate the proposed solution. The sketch will then be reviewed with the plant management to obtain input. The design will be produced for the agreed upon solution. See Table 1 for drawing assumptions.

20. Reconstruction of the Post Screening Channel Deck (Cahaba River WRF)

- a. Background and Goals – It was discovered during the construction of the Phase 2 improvements that a concrete beam supporting the deck above the post screening channel at the Cahaba River WRF had been partially demolished in an earlier phase of construction. Calculations were performed to show that the deck will support walking traffic, but it cannot safely support any loads other than walking traffic. The goal of this task is to repair the deck so that it can support wheelbarrow traffic and reasonable equipment loads (i.e., staging for maintenance of equipment).
- b. Scope – CDM Smith will design the demolition of the slab above the compromised beam and replacement metal beams and planking. The existing slab will be identified to be removed to the extent necessary to install the new beams to the walls and existing beams. See Table 1 for drawing assumptions.

21. Replace the Diesel Fuel Day Tanks with New Double Walled Tanks (Cahaba River WRF)

- a. Background and Goals – The generator building at the Cahaba River WRF currently contains three generators and three 300-gallon single wall diesel fuel day tanks. Current code allows storage of up to 660 gallons of diesel fuel in the building without making other building changes. While changes to the day tank system would only be triggered if other changes were being made to the building, replacement of the tanks with double walled tanks is desired.
- b. Scope – Design documents will be prepared for replacement of the existing tanks with three 200-gallon double wall diesel fuel tanks. It is assumed that the existing bulk fuel storage system will remain in place and in service. Modifications to bring the generator building up to code are included in scope item #22 below.

22. Modify the Generator Building to Bring it up to Code (Cahaba River WRF)

- a. Background and Goals – Based on preliminary code investigation, it appears that the generator building at the Cahaba River WRF may not comply with current building and fire code requirements as defined in the current International Building Code. However, no modifications to bring the building into conformance with current building and fire codes would be triggered unless other modifications are made to the building. The goal is to bring the building into

conformance with applicable current building and fire codes if the requirement is triggered by other modifications under this scope. The electrical master plan to be performed under Task 3 will determine the extent of any modifications to the generator building.

- b. Scope – CDM Smith will design modifications required to bring the generator building up to code. It is assumed that based on scope item #21 - Replace the Diesel Fuel Day Tanks - the building will be classified as a Group Factory - Industrial occupancy and not require fire suppression systems. For the purposes of pricing this proposal, we assume that the required modifications will include creating a 1-hour fire rated separation between the generator room and other spaces in the building.

23. Blower Addition at the Aerated Holding Basins (Cahaba River WRF)

- a. Background and Goals – The aerated wastewater holding basins were served by a blower at one time; however, the blower was unable to provide mixing when the water level in the basins exceeded a certain level. The goal of this task is to add a blower that is capable of providing sufficient aeration to the holding basins to prevent septic conditions from developing in the basins.
- b. Scope – The scope for this task includes specifications and drawings for the assumed addition of two positive displacement blowers in sound-attenuating enclosures adjacent to the basins. Each blower would be sized to provide half the capacity needed to aerate the holding basins. The blowers would be installed on a new concrete slab on grade adjacent to the holding basins and would connect to the existing air lines for the holding basins. New diffuser assemblies would be designed to be installed in the basins. See Table 1 for drawing assumptions.

24. Replace Launder Covers for Secondary Clarifiers (Cahaba River WRF)

- a. Background and Goals – The four Cahaba River WRF secondary clarifiers have covers over the effluent launders to control algae growth. The covers are showing signs of deterioration, and operators are concerned with walking on the launders to access the clarifiers for cleaning. The load ratings of the existing launders for foot traffic is not known. The goal is to replace the launders with new launders that can support foot traffic loadings for access for cleaning the clarifiers.
- b. Scope – Design drawings and specifications for demolition of existing launders and installation of new launders that can be walked on for cleaning.

25. Add a new smaller UV system to the bypass channel (Cahaba River WRF)

- a. Background and Goals – The Cahaba River WRF UV system has three channels. There are UV systems in two of the channels, and the third channel is an empty bypass channel. The existing TrojanUV system is sized for a peak flow of 100 mgd (50 mgd for each channel). The BNR system, the clarifiers and the filters are designed for a peak hour flow of 35 mgd. Accordingly, the UV units are oversized (by almost 3 times) and, as a result, are very inefficient. The energy inefficiency is magnified because the existing system is an older generation medium-pressure system that is much less efficient compared to the new generation of low-pressure UV systems.

In addition, since the existing system is operating at the very low end of its practical range, the system's protective instruments will sometimes completely shut the system down at the lowest flow. The goal of this task is to design a smaller system to be placed in the third channel with the goal of treating average day flows.

- b. Scope – The scope for this task is to design a new, smaller UV system to be installed in the bypass channel. We assume that the new system will be sole sourced and pre-negotiated with TrojanUV. CDM Smith will work with JCESD to define the design criteria and scope of services and then meet with TrojanUV to discuss the needs. Following the meeting with TrojanUV, CDM Smith will prepare a letter and specifications formally defining the design criteria, scope of equipment and services, and terms and conditions that will be passed on to the selected contractor. The letter will solicit a quote for the required system and services.

Upon receipt of the quote, CDM Smith will review the document and hold a conference call with JCESD to go over our comments, questions, and requests for modifications from TrojanUV and to obtain any additional comments and questions from JCESD. CDM Smith will prepare a letter to convey comments, questions, and requests for modifications. We assume that one meeting will occur with TrojanUV to come to agreement on cost, scope and conditions. A final letter will be produced to document the final agreement on scope, budget and conditions for TrojanUV's signature. CDM Smith will then prepare a design based on the final agreement with TrojanUV. See Table 1 for drawing assumptions.

26. Modifications to the Parshall Flume (Cahaba River WRF)

- a. Background and Goals – Several issues exist at the Cahaba River WRF effluent flume and are identified in the bullet list below.
 - Control Algae Growth - Algae growth on the flume reduces the flume's accuracy. JCESD desires to cover the flume to control algae growth.
 - Confined Space - There is one stairway down into the flume area, and according to ADEM inspectors, the flume pit is classified as a confined space. If possible, JCESD would like to modify the flume pit such that it is not classified as a confined space. JCESD believes that adding a second stairway into the pit would eliminate the confined space classification.
 - Meeting Dissolved Oxygen Goals - JCESD is currently attempting to move the effluent sampling point from the end of the step aerators to the end of the flume. While the move will prove beneficial from a bacteriological standpoint, it may present problems from a dissolved oxygen standpoint. As such, JCESD would like to add aeration prior to the flume.
 - Improvement of Flow Meter Accuracy Through Flume Sizing - The existing flume is 10 feet wide and is rated for about 199 cubic feet per second (CFS) or 128 mgd. The lowest flow that can be accurately measured with this flume is about 3.7 mgd. However, low flows can be significantly below 3.7 mgd. While flow projections indicate that the influent flow can be as high as 109 mgd, the facility has holding basins that allow equalization of flows. In addition, the capacities of the biological treatment system and filters are 35 mgd. Consequently, the peak flows seen by this flume are not likely to be over 35 mgd. Insertion

of a smaller flume into the existing flume and re-grouting of the channel would increase the accuracy of the flume, especially on the low flow end.

- Improvement of Flume Accuracy Through Flume Approach Conditions - Flume manufacturers recommend that a straight run of 10 to 20 flume throat widths be provided upstream of the flume to condition flow for measurement accuracy. The EPA recommends 25 throat widths. The current flume has about three throat widths of straight run upstream of the flume. The insertion of a smaller flume, as suggested in the last bullet, could at least double the upstream straight length (in terms of throat widths). Although this change will not provide the recommended approach channel length, it should improve accuracy when combined with the considerations in the previous bullet.

- b. Scope – CDM Smith will hold a meeting with JCESD to discuss options for achieving the goals identified above and settle on a selected concept. Specifications and drawings will then be developed for the selected concept. For the purpose of pricing this proposal, we have assumed that the design will include: 1) addition of diffused aeration in the deep box prior to the approach channel for the flume; 2) addition of two centrifugal blowers and enclosures; 3) removal of the existing fiberglass flume and associated grouting, installation of a new smaller flume, and concrete work necessary to reduce the size of the flume channel; 4) addition of a cover over the flume itself; and 5) addition of a second staircase into the flume pit. The narrowing of the channel and associated increase in adjacent concrete width will provide a space for the landing of the second staircase. See Table 1 for drawing assumptions.

27. Add VFDs to the plant water pumps (Cahaba River WRF)

- a. Background and Goals – The plant water pumps at the Cahaba River WRF have constant speed drives and an undersized and non-functional hydropneumatic tank. Therefore, to maintain pressure in the plant water system, one of the constant speed pumps must operate at all times, and one or more water cannons at the aerated holding basins must constantly spray to relieve system pressure. JCESD's goal is to add VFDs to the pumps and install a tee and pressure relief valve with discharge back to the filter wet well will improve system operation.
- b. Scope – Specifications and drawings for a retrofit that includes addition of VFDs to the plant water pumps and addition of a tee and branch line with a pressure relief valve to allow 50 percent turn down of the pumps, as well as return of excess water to the filter effluent wet well during demands that are lower than the smallest pump flow rate.

28. Rework the filter feed pumps to allow better automated matching of flow to needs (Cahaba River WRF)

- a. Background and Goals – If the larger filter feed pumps must be used, they have to be constantly watched by an operator. The goal is to modify the system to make their use more automatic. For example, VFDs could be added to some or all of the large pumps, or some of the larger pumps could be replaced with lower capacity pumps. Other options are also available.
- b. Scope – CDM Smith will develop a hydraulic model of the filter feed pumping system and develop up to three alternatives for meeting the above goal. A technical memorandum

presenting the proposed alternatives, the evaluation of alternatives, and recommendations will be prepared and transmitted to JCESD for review. CDM Smith will then hold a conference call with JCESD to obtain JCESD's review comments and settle on a design direction. The proposed alternative will then be designed.

29. Remodel the Administration Building (Cahaba River WRF)

- a. Background and Goals – The interior architectural treatment for the existing Administration Building is dated. JCESD would like to update selected building finishes including ceiling tiles and wall paneling. Additionally, the existing plumbing fixtures are deteriorating and leaking. JCESD would like to replace the plumbing fixtures within the toilet rooms and laboratory to prevent further water damage.
- b. Scope – Drawings and specifications for replacement of identified finishes and plumbing fixtures will be created. It is assumed that no re-configuration of spaces or adjustment to toilet rooms for accessibility will be required. Existing plumbing fixtures will be replaced in-kind and, where possible, minimize need for replacement of or damage to any existing base cabinets and countertops. The following finishes and elements were discussed with JCESD:
 - i. Existing ceiling tiles are discolored and damaged from previous water intrusion. Tiles will be replaced, and existing grid shall remain - no reconfiguration of lighting or HVAC components.
 - ii. Existing wood wall paneling is to be replaced with painted drywall.
 - iii. Installation of appropriate floor base is expected at new drywall finished walls (i.e., rubber base at vinyl tile, etc.). It assumed existing base is part of wall paneling.
 - iv. Flooring is in decent shape, no plans to replace flooring throughout. Exact extents of any partial replacement will be identified during the site visit.
 - v. Current plumbing fixtures in toilet rooms and lab need to be replaced to eliminate leaking and potential further water damage. Fixtures are to be replaced in kind, and it is assumed no work to existing plumbing lines or connections is required.
 - vi. Existing ceramic tile finishes in toilet rooms will remain as is; only tiles that are damaged or requiring removal for fixture installation will be replaced.

30. Add motor operators to the valves on the pump suction pipes (Al Seier Pump Station)

- a. Background and Goals – The Al Seier Pump Station is unmanned but is monitored from the Cahaba River WRF, which can be a 20-minute trip from Al Seier. If a leak develops, the operators would like to be able to remotely close the suction valve to a pump to limit the degree of flooding in the event of a break.
- b. Scope – CDM Smith will design the addition of motor operators for the suction valves on the five pumps. The ability to remotely open/close the valves will be provided.

31. Modifications to arrest hydraulic transients (Al Seier Pump Station)

- a. Background and Goals – See the background and goals section of Task 2.2 for background information on this issue. The goal of this task is to design the improvements that are selected based on the evaluation performed under Task 2.2.
- b. Scope – The scope of this task cannot be established until the work under Task 2.2 has been completed. However, for the purpose of pricing this proposal, we have assumed that the drawings identified in Table 3 will be necessary to convey the proposed modifications.

32. Addition of plug valve on force main to Valley Creek (Al Seier Pump Station)

- a. Background and Goals – As part of a regional wet-weather plan, JCESD would like to be able to pump toward the Cahaba River WRF. This will require installation of a plug valve on the force main to the Valley Creek WRF.
- b. Scope – Design the installation of a plug valve on the 48-inch force main to the Valley Creek WRF. If possible, the valve should be installed between the tee for Pump 1 and the wall of the pump station. If that is not possible, the design should consist of the addition of the valve in a vault outside the pump station. In either case, the valve must have a motor operator that can be remotely opened and closed via SCADA. For the purpose of this proposal, we have assumed that the valve will be placed in a vault outside of the pump station.

33. Demolition of unused structures (Al Seier Pump Station)

- a. Background and Goals – There are a number of abandoned and unused structures on the site that, due to their nature, could represent a risk to JCESD. JCESD would like to demolish the identified abandoned and unused structures.
- b. Scope – Design the removal of the identified abandoned and unused structures and the removal or proper abandonment of associated piping and utilities.

34. Addition of a restroom (Al Seier Pump Station)

- a. Background and Goals – There currently is no restroom at the Al Seier Pump Station. While the pump station remains unmanned much of the time, at times staff must be onsite for most of a day for maintenance and repair duties. JCESD would like to add a restroom.
- b. Scope – Insufficient space is available in the existing buildings on site to add a toilet room, and modifications to the existing buildings could trigger potential code related improvements. Therefore, it is assumed that a free-standing, pre-fabricated toilet building will be constructed near the two existing occupied buildings. CDM Smith will hold a conference call with JCESD to discuss potential locations and agree on a selected location. In addition, the call will include discussion to settle on the proposed building's aesthetic characteristics. It is assumed the building will contain one toilet and one lavatory, with the required accessories to meet applicable codes. A design intent drawing with plan and exterior elevations will be provided along with a specification that will include the required fixtures and accessories such that the structure is delivered and installed on-site as a package system.

35. Generator building back door replacement (Al Seier Pump Station)

- a. Background and Goals – The back door to the Al Seier Pump Station Generator Building Electrical Room has rusted and is sagging, making opening and closing of the door quite difficult. JCESD would like to replace the door.
- b. Scope – CDM Smith will provide design drawing and specifications for the demolition of the old door and installation of a new door, hardware and the required accessories. It is assumed the door is being replaced in kind, and no modifications to the existing masonry wall opening are required. A new door and frame will be specified to match existing materials and finishes and functionality.

36. Generator Building oil/water separator alarm (Cahaba River WRF and Al Seier Pump Station)

- a. Background and Goals – See the background and goals description under Task 1.7 for an explanation of the current issues at the Cahaba River WRF and Al Seier Pump Station generator buildings. This item builds on the modifications designed under Task 1.7. The goal is to add a level sensor in the upstream-most OWS at each site to alert the operator when liquid level in the OWS builds up to an unacceptable level. Having been alerted, the operator can determine if the liquid is acceptable for discharge to the sanitary sewer. If it is acceptable for discharge to the sanitary sewer system, the operator would open the valve to release the liquid. If the liquid is not acceptable for discharge (i.e., composed of oils or fuels), then the operator would have the OWSs pumped out for proper offsite disposal of the contents.
- b. Scope – The scope includes design of the addition of level sensors in the upstream-most OWS at the Cahaba River WRF and the Al Seier Pump Station sites.

Table E1.1

Assumed List of Drawings for Cahaba River WRF Improvements
Cahaba River WRF and Trussville WRF Phase 3 Improvements

Sheet No.	Title
G-0	COVER
G-1	INDEX OF DRAWINGS
G-2	GENERAL SYMBOLS AND ABBREVIATIONS
G-3	LIQUID TRAIN HYDRAULIC PROFILE
G-4	CIVIL NOTES
C-1	EXISTING OVERALL SITE PLAN AND KEY MAP
C-2	YARD PIPING PLAN, PANEL A
C-3	YARD PIPING PLAN, PANEL B
C-4	YARD PIPING PLAN, PANEL C
C-5	YARD PIPING PLAN, PANEL D
C-6	YARD PIPING PLAN, PANEL E
C-7	YARD PIPING PLAN, PANEL F
C-8	YARD PIPING, PROFILES
C-9	YARD PIPING, PROFILES
CD-1	CIVIL DETAILS
CD-2	CIVIL DETAILS
A-1	ABBREVIATIONS AND SYMBOLS
A-2	PLANT WIDE PAINTING KEY PLAN I
A-3	PLANT WIDE PAINTING KEY PLAN II
A-4	PLANT WIDE PAINTING KEY PLAN III
A-5	PLANT WIDE PAINTING KEY PLAN IV
A-6	PAINTING PHOTOS AND NOTES
A-7	PAINTING PHOTOS AND NOTES
A-8	PAINTING PHOTOS AND NOTES
A-9	PAINTING PHOTOS AND NOTES
A-10	PAINTING PHOTOS AND NOTES
A-11	GENERATOR BUILDING CODE KEY DETERMINATION AND LIFE SAFETY PLAN
A-12	GENERATOR BUILDING DEMOLITION PLAN
A-13	GENERATOR BUILDING MODIFICATION PLAN
A-14	GENERATOR BUILDING WALL SECTION AND DETAILS
A-15	ADMIN BUILDING DEMOLITION AND MODIFICATION FLOOR PLAN - LEVEL 1
A-16	ADMIN BUILDING DEMOLITION AND MODIFICATION FLOOR PLAN - LEVEL 2
A-17	ADMIN BUILDING DEMOLITION AND MODIFICATION REFLECTED CEILING PLAN - LEVEL 1
A-18	ADMIN BUILDING DEMOLITION AND MODIFICATION REFLECTED CEILING PLAN - LEVEL 1
A-19	ADMIN BUILDING FINISH SCHEDULE AND DETAILS
S-1	STRUCTURAL GENERAL NOTES
S-2	INFLUENT SCREENING CHANNEL MODIFICATIONS I
S-3	INFLUENT SCREENING CHANNEL MODIFICATIONS II

Table E1.1

Assumed List of Drawings for Cahaba River WRF Improvements
Cahaba River WRF and Trussville WRF Phase 3 Improvements

Sheet No.	Title
S-4	INFLUENT SCREENING CHANNEL MODIFICATIONS III
S-5	SCREENING DISCHARGE CHUTE MODIFICATIONS
S-6	EFFLUENT SCREENING CHANNEL DECK MODIFICATIONS
S-7	UV CHANNEL MODIFICATIONS
S-8	STRUCTURAL MODIFICATIONS FOR NEW PARSHALL FLUME INSTALLATION
S-9	SITEWIDE CONCRETE REPAIR, KEY MAP
S-10	SITEWIDE CONCRETE REPAIR, SCHEDULE AND PLANS
S-11	SITEWIDE CONCRETE REPAIR, PLANS
SD-1	STANDARD STRUCTURAL DETAILS I
SD-2	STANDARD STRUCTURAL DETAILS II
M-1	MECHANICAL NOTES AND ABBREVIATIONS
M-2	MECHANICAL LEGEND SHEET
M-3	INFLUENT PUMP STATION MODIFICATIONS, UPPER PLAN
M-4	INFLUENT PUMP STATION, LOWER PLAN
M-5	INFLUENT PUMP STATION, SECTIONS
M-6	INFLUENT PUMP STATION, SECTIONS AND DETAILS
M-7	SCREENING INFLUENT CHANNEL, TOP PLAN
M-8	SCREENING INFLUENT CHANNEL, INVERT PLAN
M-9	SCREENING INFLUENT CHANNEL, SECTIONS AND DETAILS
M-10	SCREENING INFLUENT CHANNEL, DETAILS
M-11	INFLUENT PUMP STATION ODOR CONTROL, PLAN
M-12	INFLUENT PUMP STATION ODOR CONTROL, SECTIONS AND DETAILS
M-13	SCREENING SYSTEM MODIFICATIONS, PLAN
M-14	SCREENING SYSTEM MODIFICATIONS, SECTIONS AND DETAILS
M-15	HOLDING BASIN BLOWERS, PLANS AND SECTIONS
M-16	HOLDING BASIN BLOWERS, DETAILS
M-17	HOLDING BASIN AIR DISTRIBUTION SYSTEM MODIFICATIONS, PLAN
M-18	HOLDING BASIN AIR DISTRIBUTION SYSTEM MODIFICATIONS, SECTIONS
M-19	HOLDING BASIN AIR DISTRIBUTION SYSTEM MODIFICATIONS, DETAILS
M-20	WEST SECONDARY CLARIFIERS, PLAN
M-21	EAST SECONDARY CLARIFIERS, PLAN
M-22	SECONDARY CLARIFIERS, SECTIONS AND DETAILS
M-16	FILTER FEED PUMP STATION, PLAN
M-17	FILTER FEED PUMP STATION, SECTIONS AND DETAILS
M-18	UV SYSTEM MODIFICATIONS, UPPER PLAN
M-19	UV SYSTEM MODIFICATIONS, INVERT PLAN
M-20	UV SYSTEM MODIFICATIONS, SECTIONS AND DETAILS
M-21	PARSHALL FLUME MODIFICATIONS, PLAN AND SECTION
M-22	PARSHALL FLUME DETAILS
M-23	PLANT WATER SYSTEM REPAIRS AND MODIFICATIONS, KEY MAP

Table E1.1

Assumed List of Drawings for Cahaba River WRF Improvements
Cahaba River WRF and Trussville WRF Phase 3 Improvements

Sheet No.	Title
M-24	PLANT WATER SYSTEM REPAIRS AND MODIFICATIONS, SCHEDULE, PLANS AND DETAILS
M-25	PLANT WATER SYSTEM REPAIRS AND MODIFICATIONS, PLANS AND DETAILS
MD-1	MISCELLANEOUS MECHANICAL DETAILS
MD-2	MISCELLANEOUS MECHANICAL DETAILS
H-1	LEGEND, SYMBOLS AND ABBREVIATIONS
H-2	GENERATOR BUILDING HVAC DEMOLITION PLAN
H-3	GENERATOR BUILDING HVAC MODIFICATION PLAN
H-4	ADMINISTRATION BUILDING HVAC DEMOLITION PLAN
H-5	ADMINISTRATION BUILDING HVAC MODIFICATION PLAN
H-6	HVAC SCHEDULES
HD-1	HVAC DETAILS
P-1	LEGEND, SYMBOLS AND ABBREVIATIONS
P-2	GENERATOR BUILDING FUEL DEMOLITION PLAN
P-3	GENERATOR BUILDING FUEL MODIFICATION PLAN
P-4	ADMINISTRATION BUILDING PLUMBING DEMOLITION PLAN
P-5	ADMINISTRATION BUILDING PLUMBING MODIFICATION PLAN
PD-1	PLUMBING DETAILS
PD-2	PLUMBING DETAILS
E-1	LEGEND I
E-2	LEGEND II
E-3	LIGHTING FIXTURE SCHEDULE AND DETAILS
E-4	ELECTRICAL DETAILS
E-5	ELECTRICAL DETAILS II
E-6	ELECTRICAL DETAILS III
E-7	ELECTRICAL DETAILS IV
E-8	ELECTRICAL SITE PLAN DEMOLITION
E-9	ELECTRICAL SITE PLAN MODIFICATIONS
E-10	5KV ONE LINE DIAGRAM MODIFICATIONS
E-11	5KV ONE LINE DIAGRAM MODIFICATIONS
E-12	480V ONE LINE DIAGRAM MODIFICATIONS
E-13	480V ONE LINE DIAGRAM MODIFICATIONS
E-14	480V ONE LINE DIAGRAM MODIFICATIONS
E-15	480V ONE LINE DIAGRAM MODIFICATIONS
E-16	480V ONE LINE DIAGRAM MODIFICATIONS
E-17	480V ONE LINE DIAGRAM MODIFICATIONS
E-18	ELEMENTARY CONTROL DIAGRAMS
E-19	CONTROL AND INSTRUMENTATION RISER DIAGRAM MODIFICATIONS
E-20	INFLUENT PUMP STATION POWER, CONTROL AND GROUNDING MODIFICATION PLANS

Table E1.1

Assumed List of Drawings for Cahaba River WRF Improvements
Cahaba River WRF and Trussville WRF Phase 3 Improvements

Sheet No.	Title
E-21	INFLUENT PUMP STATION POWER, CONTROL AND GROUNDING MODIFICATION PLANS
E-22	IPS ODOR CONTROL POWER, CONTROL AND GROUNDING MODIFICATIONS PLAN
E-23	GENERATOR/ELECTRICAL BUILDING POWER, CONTROL AND GROUNDING MODIFICATION PLANS
E-24	GRIT AND SCREENINGS AREA POWER, CONTROL AND GROUNDING MODIFICATION PARTIAL PLAN
E-25	GRIT AND SCREENINGS AREA POWER, CONTROL AND GROUNDING MODIFICATION PARTIAL PLAN
E-26	GRIT AND SCREENINGS AREA LIGHTING MODIFICATION PARTIAL PLAN
E-27	GRIT AND SCREENINGS AREA LIGHTING MODIFICATION PARTIAL PLAN
E-28	BLOWER BUILDING POWER, CONTROL AND GROUNDING MODIFICATION PLAN
E-29	UV POWER, CONTROL AND GROUNDING MODIFICATION PLAN
E-30	UV LIGHTING PLAN
E-31	PARTIAL FLUME ELECTRICAL MODIFICATION PLAN
E-32	BLOWER BUILDING POWER, CONTROL AND GROUNDING MODIFICATION PLAN
E-33	FILTER BUILDING FIRST FLOOR POWER, CONTROL AND GROUNDING MODIFICATION PLAN
E-34	FILTER BUILDING SECOND FLOOR POWER, CONTROL AND GROUNDING MODIFICATION PLAN
E-35	ADMINISTRATION BUILDING POWER, CONTROL AND GROUNDING MODIFICATION PARTIAL PLAN
E-36	ADMINISTRATION BUILDING POWER, CONTROL AND GROUNDING MODIFICATION PARTIAL PLAN
E-37	ADMINISTRATION BUILDING LIGHTING MODIFICATION PARTIAL PLAN
E-38	ADMINISTRATION BUILDING LIGHTING MODIFICATION PARTIAL PLAN
I-1	LEGEND I
I-2	LEGEND II
I-3	CONTROL SYSTEM ARCHITECTURE (CAHABA)
I-4	CONTROL SYSTEM ARCHITECTURE (CAHABA)
I-5	P&ID - CAHABA SEAL WATER SYSTEM
I-6	P&ID - CAHABA INFLUENT CHANNEL AERATION
I-7	P&ID - CAHABA HOLDING BASIN AERATION I
I-8	P&ID - CAHABA HOLDING BASIN AERATION II
I-9	P&ID - CAHABA BYPASS CHANNEL UV SYSTEM
I-10	P&ID - CAHABA PLANT WATER PUMPING I
I-11	P&ID - CAHABA PLANT WATER PUMPING II
I-12	P&ID - CAHABA FILTER FEED PUMPING I
I-13	P&ID - CAHABA FILTER FEED PUMPING II
I-14	INSTRUMENTATION DETAILS I

Table E1.1

Assumed List of Drawings for Cahaba River WRF Improvements
Cahaba River WRF and Trussville WRF Phase 3 Improvements

Sheet No.	Title
I-15	INSTRUMENTATION DETAILS II

Table E1.2

Assumed List of Drawings for Trussville WRF Improvements
Cahaba River WRF and Trussville WRF Phase 3 Improvements

New	Title
G-0	COVER SHEET
G-1	INDEX OF DRAWINGS
G-2	GENERAL SYMBOLS AND ABBREVIATIONS
C-1	SYMBOLS, ABBREVIATIONS AND GENERAL NOTES
C-2	SITE PLAN
C-3	YARD PIPING, PANEL A
C-4	YARD PIPING, PANEL B
C-5	MISCELLANEOUS CIVIL DETAILS
A-1	ABBREVIATIONS AND SYMBOLS
A-2	PLANT WIDE PAINTING KEY PLAN I
A-3	PLANT WIDE PAINTING KEY PLAN II
A-4	PAINTING PHOTOS AND NOTES
A-5	PAINTING PHOTOS AND NOTES
A-6	PAINTING PHOTOS AND NOTES
A-7	PAINTING PHOTOS AND NOTES
A-8	PAINTING PHOTOS AND NOTES
S-1	STRUCTURAL GENERAL NOTES
S-2	GRIT SYSTEM MODIFICATIONS
S-3	DRIED SLUDGE CONTAINMENT MODIFICATIONS
S-4	CLARIFIER JUNCTION BOX MODIFICATIONS
S-5	STRUCTURAL MODIFICATIONS OF ALUM CONTAINMENT BASE
S-6	STRUCTURAL MODIFICATIONS FOR DECANTING MECHANISIM
S-7	STRUCTURAL MODIFICATIONS FOR MIXING IMPROVEMENTS
S-8	COVER EFFLUENT FLUME
S-9	SITEWIDE CONCRETE REPAIR, KEY MAP
S-10	SITEWIDE CONCRETE REPAIR, SCHEDULE AND PLANS
S-11	SITEWIDE CONCRETE REPAIR, PLANS
S-12	STANDARD STRUCTURAL DETAILS I
S-13	STANDARD STRUCTURAL DETAILS II
M-1	MECHANICAL NOTES AND ABBREVIATIONS
M-2	MECHANICAL LEGEND SHEET
M-3	GRIT SYSTEM MODIFICATIONS, PLAN, SECTIONS, AND DETAILS
M-4	PRE-OXIDATION DITCH MODIFICATIONS, PLAN AND SECTIONS
M-5	CLARIFIER INFLUENT SPLITTER BOX MODIFICATIONS, DEMOLITION

Table E1.2

Assumed List of Drawings for Trussville WRF Improvements
Cahaba River WRF and Trussville WRF Phase 3 Improvements

New	Title
M-6	CLARIFIER INFLUENT SPLITTER BOX MODIFICATIONS, PLANS
M-7	CLARIFIER INFLUENT SPLITTER BOX MODIFICATIONS, SECTIONS AND DETAILS
M-8	DIGESTER MODIFICATIONS, PLAN 1
M-9	DIGESTER MODIFICATIONS, PLAN 2
M-10	DIGESTER MODIFICATIONS, SECTIONS AND DETAILS
M-11	THICKENER MODIFICATIONS, DEMOLITION
M-12	THICKENER MODIFICATIONS, PLAN, SECTIONS AND DETAILS
M-13	DEWATERING BUILDING MODIFICATIONS, PLAN AND SECTIONS
M-14	DEWATERING BUILDING MODIFICATIONS, DETAILS
M-15	MOTOR OPERATOR ADDITIONS, KEY MAP
M-16	MOTOR OPERATOR ADDITIONS, SCHEDULE AND DETAILS
M-17	MOTOR OPERATOR ADDITIONS, DETAILS
M-18	PLANT WATER SYSTEM REPAIR AND MODIFICATION, KEY MAP
M-19	PLANT WATER SYSTEM REPAIR AND MODIFICATIONS, SCHEDULE, PLANS AND DETAILS
M-20	PLANT WATER SYSTEM REPAIR AND MODIFICATIONS, PLANS AND DETAILS
M-21	MISCELLANEOUS MECHANICAL DETAILS
P-1	DEWATERING BUILDING PLUMBING MODIFICATION PLAN
P-2	PLUMBING DETAILS AND RISERS
E-1	ELECTRICAL SITE PLAN
E-2	ONE LINE DIAGRAM MODIFICATIONS
E-3	ONE LINE DIAGRAM MODIFICATIONS
E-4	ONE LINE DIAGRAM MODIFICATIONS
E-5	ONE LINE DIAGRAM MODIFICATIONS
E-6	ONE LINE DIAGRAM MODIFICATIONS
E-7	CONTROL AND INSTRUMENTATION RISER DIAGRAM MODIFICATIONS
E-8	MISCELLANEOUS POWER, CONTROL AND GROUNDING VALVE AND GATE PLAN
E-9	MISCELLANEOUS POWER, CONTROL AND GROUNDING VALVE AND GATE PLAN
E-10	MISCELLANEOUS POWER, CONTROL AND GROUNDING VALVE AND GATE PLAN
E-11	MISCELLANEOUS POWER, CONTROL AND GROUNDING VALVE AND GATE PLAN
E-12	GRIT SYSTEM ELECTRICAL DEMOLITION PLAN
E-13	GRIT SYSTEM POWER, CONTROL AND GROUNDING MODIFICATION PLAN
E-14	PRE-OXIDATION DITCH JUNCTION BOX POWER, CONTROL AND GROUNDING MODIFICATION
E-15	DIGESTER POWER, CONTROL AND GROUNDING MODIFICATION PLAN
E-16	THICKENER POWER, CONTROL AND GROUNDING MODIFICATION PLAN

Table E1.2

Assumed List of Drawings for Trussville WRF Improvements
Cahaba River WRF and Trussville WRF Phase 3 Improvements

New	Title
I-1	CONTROL SYSTEM ARCHITECTURE (TRUSSVILLE)
I-2	P&ID - TRUSSVILLE GRIT SYSTEM I
I-3	P&ID - TRUSSVILLE GRIT SYSTEM II
I-4	P&ID - TRUSSVILLE PRE-OXIDATION JUNCTION BOX
I-5	P&ID - TRUSSVILLE DIGESTER I
I-6	P&ID - TRUSSVILLE DIGESTER II
I-7	P&ID - TRUSSVILLE THICKENER
I-8	INSTRUMENTATION DETAILS I
I-9	INSTRUMENTATION DETAILS II

Table E1.3

Assumed List of Drawings for Al Seier Pump Station Improvements
Cahaba River WWTP and Trussville WWTP Phase 3 Improvements

Sheet No.	Title
G-0	COVER
G-1	INDEX OF DRAWINGS
G-2	GENERAL SYMBOLS AND ABBREVIATIONS
C-1	EXISTING SITE MAP AND DEMOLITION, PLAN PANEL 1
C-2	EXISTING SITE MAP AND DEMOLITION, PLAN PANEL 2
C-3	YARD PIPING, PLAN PANEL 1
C-4	YARD PIPING, PLAN PANEL 2
C-5	PAVING GRADING AND DRAINAGE, PLAN PANEL 1
C-6	PAVING GRADING AND DRAINAGE, PLAN PANEL 2
A-1	ABBREVIATIONS AND SYMBOLS
A-2	PRE-FAB TOILET BUILDING DESIGN INTENT DRAWING
A-3	GEN. BLDG. DOOR REPLACE DEMO AND MOD PLAN, ELEVATIONS, SCHEDULE AND DOOR DETAILS
S-1	STRUCTURAL GENERAL NOTES
S-2	VALVE VAULT PLAN, SECTIONS AND DETAILS
S-3	SURGE SUPPRESSION PLAN, SECTIONS AND DETAILS
S-4	STRUCTURAL DEMOLITION
S-5	STANDARD STRUCTURAL DETAILS I
M-1	MECHANICAL NOTES AND ABBREVIATIONS
M-2	MECHANICAL LEGEND SHEET
M-3	PUMP STATION, PLAN 1
M-4	PUMP STATION, PLAN 2
M-5	PUMP STATION, PLAN 3
M-6	PUMP STATION, PLAN 4
M-7	PUMP STATION, SECTIONS AND DETAILS
M-8	PUMP STATION, SECTIONS AND DETAILS
M-9	PUMP STATION, SECTIONS AND DETAILS
M-9	PUMP STATION, SECTIONS AND DETAILS
M-10	VALVE VAULT PLAN, SECTIONS AND DETAILS
M-11	SURGE SUPPRESSION PLAN, SECTIONS AND DETAILS
M-12	MISCELLANEOUS MECHANICAL DETAILS
M-13	MISCELLANEOUS MECHANICAL DETAILS
P-1	PRE-FAB TOILET BUILDING DESIGN INTENT DRAWING
E-1	ELECTRICAL SITE PLAN
E-2	ONE LINE DIAGRAM MODIFICATIONS
E-3	ONE LINE DIAGRAM MODIFICATIONS
E-4	PUMP STATION POWER, CONTROL AND GROUNDING MODIFICATIONS PARTIAL PLAN
E-5	PUMP STATION POWER, CONTROL AND GROUNDING MODIFICATIONS PARTIAL PLAN

Table E1.3

Assumed List of Drawings for Al Seier Pump Station Improvements
Cahaba River WWTP and Trussville WWTP Phase 3 Improvements

Sheet No.	Title
E-6	GENERATOR/ELECTRICAL BUILDING POWER, CONTROL AND GROUNDING MODIFICATIONS PARTIAL
E-7	SURGE SUPPRESSION POWER, CONTROL AND GROUNDING MODIFICATIONS PLAN
E-8	RISERS AND SCHEDULES
I-1	CONTROL SYSTEM ARCHITECTURE (AL SEIER)
I-2	P&ID - AL SEIER PUMP STATION
I-3	P&ID - AL SEIER GENERATOR BUILDING OIL/WATER SEPARATORS

ATTACHMENT B
ADMINISTRATIVE ORDER
OF THE
JEFFERSON COUNTY COMMISSION
08- 4

PURSUANT to the authority vested in the Jefferson County Commission by law, the following Administrative Order is hereby issued:

PURPOSE

To give notice to potential contractors that Jefferson County is an equal opportunity employer in accordance with Title VII, Civil Rights Act of 1964, 42 U.S.C. §§ 1981, 1983, 1986 and amendments, and it is the policy of Jefferson County to require contractors, vendors and suppliers (hereinafter "Contractor") providing goods and services to the County to afford equal opportunity for employment to all individuals regardless of race, color, sex, age, religion, national origin, disability or veteran status.

I. PROCEDURE

The clause set forth below which requires Contractor compliance with federal law shall be incorporated in each bid or offer to do business with the County and in all contracts and subcontracts with the County as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status pursuant to the provisions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 1981, 1983, 1986 and all amendments thereto relative to discriminatory employment practices. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be

JEFFERSON COUNTY, ALABAMA
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION FORM

Contractor/Vendor Name: CDM Smith, Inc

Address: 75 State Street
Suite 701
Boston, MA 02109

The Contractor acknowledges receipt of Jefferson County's Equal Employment Opportunity Contractor Compliance Administrative Order (attached hereto) and certifies that it is an equal opportunity employer and agrees to the requirements of the Policy and the Equal Employment Opportunity Clause therein. It further certifies that it will require all subcontractors to execute an Equal Employment Opportunity statement and certification of compliance.

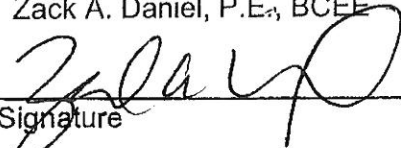
The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The Contractor will furnish to the County, upon request, reports, notices, policies and/or information certifying compliance with this policy.

In the event of the Contractor's non-compliance with the equal employment opportunity clause of this contract, this contract may not be awarded or may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further County contracts.

May 20, 2019
 Date

Zack A. Daniel, P.E., BCEE


 Signature

Vice President

Title

limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

2. In the event of the Contractor's non-compliance with the equal employment opportunity clause of this contract, this contract may not be awarded or may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further County contracts.

3. The Contractor will include the provisions of paragraph (1) in every subcontract or purchase order.

4. The Contractor shall certify to the County its compliance with this policy prior to receipt of any contract or business with the County. (Form attached.)

II. EFFECTIVE DATE

This Administrative Order shall be effective upon adoption.

ORDERED at the Jefferson County Courthouse this 17 day of June,

2008.


BETTYE FINE COLLINS, President
Jefferson County Commission

APPROVED BY THE
JEFFERSON COUNTY COMMISSION
DATE: 6-17-08
MINUTE BOOK: 156
PAGE(S): 128-129

**(STATE OF ALABAMA)
(JEFFERSON COUNTY)**

AMENDMENT NO. 2

**TO THE AGREEMENT TO PROVIDE PROFESSIONAL ENGINEERING SERVICES for
Cahaba River WRF, Trussville WRF, and Al Seier Pump Station Alternative Evaluation, Design
and Bidding of Phase 3 Improvements**

This is an Amendment to the Contract by and between Jefferson County, Alabama, hereinafter called the "OWNER" and CDM Smith Inc., hereinafter called the "CONSULTANT" to provide additional engineering services related to the Cahaba River Water Reclamation Facility (WRF), Trussville WRF, and Al Seier Pump Station Alternative Evaluation, Design and Bidding of Phase 3 Improvements.

WITNESSETH:

WHEREAS, the CONSULTANT and the OWNER entered into an agreement on August 8, 2019 for engineering, bidding and associated services associated with the Cahaba River WRF, Trussville WRF, and Al Seier Pump Station Alternative Evaluation, Design and Bidding of Phase 3 Improvements Project;

WHEREAS, the OWNER has requested a change in the scope of services regarding the Cahaba UV Disinfection System as a result of manufacturer notice of discontinued spare parts and equipment support;

WHEREAS, the CONSULTANT investigated UV System alternatives and provided such alternatives with cost estimates to the OWNER for review and selection;

WHEREAS, the OWNER selected alternative causes a change in scope that requires changes to and additions of design drawings, specifications, and cost estimates by the CONSULTANT;

WHEREAS, the change in scope will require additional fee for completion of the Task 4 design effort but result in a significant net reduction in UV system replacement costs versus a separate future design and construction effort;

WHEREAS, the OWNER and the CONSULTANT wish to amend the contract.

NOW, THEREFORE, in consideration of the above, the parties hereto agree as follows:

The agreement between the parties, which was approved on August 8, 2019 – Minute Book 173 Page(s): 376, is hereby amended as follows:

I. AMENDMENT TO ARTICLE I, SCOPE OF WORK

Amend Article I, Scope of Work, Section 1, Attachment A as follows:

Task 4, Design for General Construction Contract

As indicated in the introductory proclamations of this amendment, the scope of services shown in the original scope are being changed at the request of the Owner for the Cahaba River WRF UV Disinfection System for Phase 3 improvements resulting from a need to replace the existing UV equipment versus adding only supplemental new equipment because of notice of discontinued equipment support and spare parts from the manufacturer. This change to the design approach will require modifications to six design drawings and the addition of another 2-3 design drawings along with modifications to several specifications and the cost estimate. The increase to the design budget (i.e., Task 4 budget) is **\$31,510.00**.

II. AMENDMENT TO ARTICLE II, TIME OF BEGINNING AND END

The CONSULTANT'S contract time is hereby extended by 0 calendar days.

III. AMENDMENT TO ARTICLE III, PAYMENT

This amendment increases the contract amount by Thirty One Thousand, Five Hundred Ten Dollars **(\$31,510.00)** from Four Million, Three Hundred Five Thousand, Seven Hundred Twenty Three Dollars **(\$4,305,723.00)** to a not-to-exceed amount of Four Million, Three Hundred Thirty Seven Thousand, Two Hundred Thirty Three Dollars **(\$4,337,233.00)**

All other terms and conditions of the original contract remain the same.

ARTICLE VI

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures,

CDM Smith Inc. on the 25th day of February 2021,
and the OWNER on the ____ day of _____ 2021.

CDM Smith Inc.



Zack A. Daniel, P.E.
Vice President

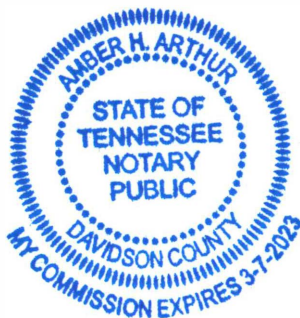
Williamson County, Tennessee

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

Zack A. Daniel, Vice President

Name(s) of principal(s)

Date: 02/25/2021





Official Signature of Notary

Amber H. Arthur, Notary Public
Notary's printed or typed name

My commission expires: March 7, 2023

RECOMMENDED:

David Denard, Director of Environmental Services
Jefferson County

APPROVED BY:

James A. Stephens, President
Jefferson County Commission

JEFFERSON COUNTY
CONTRACT COVER SHEET

Originating Department:	Commission District 2		BID:No		
Department Contact	Sheila Tyson, Commissioner		Phone Number:		
Contract Info#: 7186	Contract Name/ID: Community Grant - AT HOME FOUNDATION Inc/7186		Amount: \$500.00		
Date Start: 05/6/21	Contract Type: Expenditure				
Date End: 04/20/22					
CANCELLATION TERMS:					
Funding Sources	Org Code: 40301006	Object: 520010	Grant Number: N/A		
For Expenditures:	Original Budget: \$200,000.00	Current Remaining: \$141,200.00	After Execution: \$138,700.00		
Contractor:	AT HOME FOUNDATION Inc				
Remittance Address:	429 Greensprings HWY, Suite 161-244 Birmingham, Alabama 35209				
Taxpayer ID#	47-2201835		Vendor ID#		
Dept Contact Person:	Michael Miller	Email :	millermic@jccal.org	Phone :	205-325-5074
Contractor Contact Person:	Shellie Layne	Email :	athomewithshellie1@yahoo.com	Phone :	205-436-2107
Contract Description:	Community Grant				
BID/RFP Number (if item/service was not bid, give detailed explanation)	N/A				
Payment Terms:	Lump Sum				

RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama, and AT HOME FOUNDATION Inc in the amount of \$500.00, to assist them in providing services that support underserved women and children for the benefit of Jefferson County, Alabama.

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

COMMUNITY GRANT PROGRAM

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and

WHEREAS, under this Program, the At Home Foundation, Inc. ("At Home"), applied for a grant of funds for \$500.00; and

WHEREAS, At Home is a 501(c)(3), non-profit, community outreach organization seeks funding to continue providing programs and services that support underserved women and children in the Birmingham, Alabama metro area; and

WHEREAS, At Home meets the eligibility requirements of the Program; and

WHEREAS, Commissioner Sheila Tyson has recommended funding of \$500.00 to At Home, and the grant of such funds serves a good and sufficient public purpose; and

WHEREAS, the County Commission has determined that it is in the public interest to provide public funds to assist in the development and promotion of said County resources.

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on April 20, 2022.

2. The County shall pay to At Home a lump sum payment of \$500.00 upon

execution of this agreement.

3. At Home shall use the public funds to continue providing programs and services that support underserved women and children in the Birmingham, Alabama metro area.

ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.

4. At Home shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Tyson a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by April 20, 2022, whichever shall occur first.

5. At Home shall create, collect, and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by the At Home for a period of not less than three (3) years from termination of the fiscal year set out above.

6. The At Home representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.

7. The At Home representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of 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 or employee of any government whatsoever or family member of any of them, including federal, state, county, and municipal and any agency or subsidiary of any such government; and further certifies that neither At Home, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, or connived with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this agreement and further certifies that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.

8. Acknowledgement of Funding: If any public recognition is made related to the purpose for which the grant was received, such as in media announcements, marketing materials, advertising, or informational campaigns, grant recipients must acknowledge support from the Jefferson County Commission as a body and not solely the sponsoring Commissioner. Jefferson County should be tagged in all social media mentions regarding County-funded projects and awards.

9. Any violation of this certification shall constitute a breach and default of this agreement which shall be cause for termination. Upon such termination, At Home shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

Date

James A. Stephens, President
Jefferson County Commission

AT HOME FOUNDATION

Date

Shellie Layne, CEO Founder

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

COMMUNITY GRANT PROGRAM

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and

WHEREAS, under this Program, the At Home Foundation, Inc. ("At Home"), applied for a grant of funds for \$500.00; and

WHEREAS, At Home is a 501(c)(3), non-profit, community outreach organization seeks funding to continue providing programs and services that support underserved women and children in the Birmingham, Alabama metro area; and

WHEREAS, At Home meets the eligibility requirements of the Program; and

WHEREAS, Commissioner Sheila Tyson has recommended funding of \$500.00 to At Home, and the grant of such funds serves a good and sufficient public purpose; and

WHEREAS, the County Commission has determined that it is in the public interest to provide public funds to assist in the development and promotion of said County resources.

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on April 20, 2022.
2. The County shall pay to At Home a lump sum payment of \$500.00 upon execution of this agreement.
3. At Home shall use the public funds to continue providing programs and services that support underserved women and children in the Birmingham, Alabama metro area.

ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.

4. At Home shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Tyson a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by April 20, 2022, whichever shall occur first.

5. At Home shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by the At Home for a period of not less than three (3) years from termination of the fiscal year set out above.

6. The At Home representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.

7. The At Home representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of 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 or employee of any government whatsoever or family member of any of them, including federal, state, county, and municipal and any agency or subsidiary of any such government; and further certifies that neither At Home, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, or connived with any member of

the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this agreement and further certifies that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.

8. Acknowledgement of Funding: If any public recognition is made related to the purpose for which the grant was received, such as in media announcements, marketing materials, advertising, or informational campaigns, grant recipients must acknowledge support from the Jefferson County Commission as a body and not solely the sponsoring Commissioner. Jefferson County should be tagged in all social media mentions regarding County-funded projects and awards.

9. Any violation of this certification shall constitute a breach and default of this agreement which shall be cause for termination. Upon such termination, At Home shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

Date

James A. Stephens, President
Jefferson County Commission

AT HOME FOUNDATION

Shellie Layne, CEO
Shellie Layne, CEO Founder

April 15, 2021

Date

JEFFERSON COUNTY
CONTRACT COVER SHEET

Originating Department:	Commission District 2			BID:No	
Department Contact	Sheila Tyson, Commissioner		Phone Number:		
Contract Info#: 7192	Contract Name/ID: Community Grant - Birmingham Urban League, Inc/7192			Amount: \$45,000.00	
Date Start: 05/6/21	Contract Type: Expenditure				
Date End: 05/4/22					
CANCELLATION TERMS:					
Funding Sources	Org Code: 40301006	Object: 520010		Grant Number:	
For Expenditures:	Original Budget: \$200,000.00	Current Remaining: \$138,700.00		After Execution: \$93,700.00	
Contractor:	Birmingham Urban League, Inc				
Remittance Address:	1229 3 rd Avenue North Birmingham, Alabama 35203				
Taxpayer ID#	63-0516655			Vendor ID#	
Dept Contact Person:	MICHAEL MILLER	Email :	millermic@jccal.org	Phone :	205-325-5074
Contractor Contact Person:	William Barnes	Email :	william.barnes@birminghamul.org	Phone :	205-326-0162
Contract Description:	Community Grant District Two				
BID/RFP Number (if item/service was not bid, give detailed explanation)	N/A				
Payment Terms:	Lump Sum				

RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and Birmingham Urban League, Inc in the amount of \$45,0000.00, for the purpose of supporting it's vaccination awareness and outreach initiatives to benefit the residents of Jefferson County.

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

COMMUNITY GRANT PROGRAM

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and

WHEREAS, under this Program, Birmingham Urban League, Inc. ("Birmingham Urban League"), applied for a grant of funds for \$45,000.00; and

WHEREAS, Birmingham Urban League, a non-profit organization dedicated to providing direct services to low/moderate-income families in the communities of Jefferson County, seeks funding to help increase vaccinations, address vaccine equity and education in vulnerable communities; and

WHEREAS, Birmingham Urban League meets the eligibility requirements of the Program; and

WHEREAS, Commissioner Sheila Tyson has recommended funding of \$45,000.00 to Birmingham Urban League and the grant of such funds serves a good and sufficient public purpose; and

WHEREAS, the County Commission has determined that it is in the public interest to provide public funds to assist in the development and promotion of said County resources.

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on May 4, 2022.

2. The County shall pay to Birmingham Urban League a lump sum payment of \$45,000.00 upon execution of this agreement.

3. Birmingham Urban League shall use the public funds to help increase vaccinations, address vaccine equity, and education in vulnerable communities.

ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.

4. Birmingham Urban League shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Tyson a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by May 4, 2022, whichever shall occur first.

5. Birmingham Urban League shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by the Birmingham Urban League for a period of not less than three (3) years from termination of the fiscal year set out above.

6. The Birmingham Urban League representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.

7. The Birmingham Urban League representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of 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 or employee of any government whatsoever or family member of any of them, including federal, state, county, and municipal and any agency or subsidiary of any such government; and further certifies that neither Birmingham Urban League nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, or connived with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this agreement and further certifies that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.

8. Acknowledgement of Funding: If any public recognition is made related to the purpose for which the grant was received, such as in media announcements, marketing materials, advertising, or informational campaigns, grant recipients must acknowledge support from the Jefferson County Commission as a body and not solely the sponsoring Commissioner. Jefferson County should be tagged in all social media mentions regarding County-funded projects and awards.

9. Any violation of this certification shall constitute a breach and default of this agreement which shall be cause for termination. Upon such termination Birmingham Urban League shall immediately refund to the County all amounts paid by the County pursuant to this

Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

Date

James A. Stephens, President
Jefferson County Commission

BIRMINGHAM URBAN LEAGUE, INC.

Date

William Barnes, President and CEO

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

COMMUNITY GRANT PROGRAM

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and

WHEREAS, under this Program, Birmingham Urban League, Inc. ("Birmingham Urban League"), applied for a grant of funds for \$45,000.00; and

WHEREAS, Birmingham Urban League, a non-profit organization dedicated to providing direct services to low/moderate-income families in the communities of Jefferson County, seeks funding to help increase vaccinations, address vaccine equity and education in vulnerable communities; and

WHEREAS, Birmingham Urban League meets the eligibility requirements of the Program; and

WHEREAS, Commissioner Sheila Tyson has recommended funding of \$45,000.00 to Birmingham Urban League and the grant of such funds serves a good and sufficient public purpose; and

WHEREAS, the County Commission has determined that it is in the public interest to provide public funds to assist in the development and promotion of said County resources.

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on May 4, 2022.
2. The County shall pay to Birmingham Urban League a lump sum payment of \$45,000.00 upon execution of this agreement.

3. Birmingham Urban League shall use the public funds to help increase vaccinations, address vaccine equity, and education in vulnerable communities.

ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.

4. Birmingham Urban League shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Tyson a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by May 4, 2022, whichever shall occur first.

5. Birmingham Urban League shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by the Birmingham Urban League for a period of not less than three (3) years from termination of the fiscal year set out above.

6. The Birmingham Urban League representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.

7. The Birmingham Urban League representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of 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 or employee of any government whatsoever or family member of any of them,

including federal, state, county, and municipal and any agency or subsidiary of any such government; and further certifies that neither Birmingham Urban League nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, or connived with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this agreement and further certifies that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.

8. Acknowledgement of Funding: If any public recognition is made related to the purpose for which the grant was received, such as in media announcements, marketing materials, advertising, or informational campaigns, grant recipients must acknowledge support from the Jefferson County Commission as a body and not solely the sponsoring Commissioner. Jefferson County should be tagged in all social media mentions regarding County-funded projects and awards.

9. Any violation of this certification shall constitute a breach and default of this agreement which shall be cause for termination. Upon such termination Birmingham Urban League shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this agreement to be executed by their duly authorized representatives on the dates reflected below.


JEFFERSON COUNTY, ALABAMA

Date

4/16/2021
Date

James A. Stephens, President
Jefferson County Commission

BIRMINGHAM URBAN LEAGUE, INC.


William Barnes, President and CEO

JEFFERSON COUNTY
CONTRACT COVER SHEET

Originating Department:	Department of Community Services and Workforce Development			BID:No	
Department Contact	Frederick Hamilton,			Phone Number:	
Contract Info#: 6837	Contract Name/ID: UAB Jefferson County Forensic Case Management Team 2020-AR-BX-0138/6837			Amount: \$1,146,681	
Date Start: 09/30/20	Contract Type: Expenditure				
Date End: 09/29/23					
CANCELLATION TERMS:	30 day cancellation clause				
Funding Sources	Org Code: 25202000	Object: 520070	Grant Number: H79TI082946		
For Expenditures:	Original Budget: \$1,189,215.00	Current Remaining: \$1,189,215.00	After Execution: \$0.00		
Contractor:	UA Board of Trustees				
Remittance Address:	1720 2 nd Ave. S. Birmingham, AL 35294				
Taxpayer ID#	63-0649108			Vendor ID# 100540	
Dept Contact Person:	Nathan Salter	Email :	Saltern@jccal.org	Phone :	205-746-0370
Contractor Contact Person:	Suzanne Muir	Email :	suzannemuir@ua bmc.edu	Phone :	2059395468
Contract Description:	Resolution for the Commission President be authorized to execute the contract between Jefferson County, Alabama and UAB, for the Jefferson County Forensic Case Management Team not to exceed the maximum amount of <u>\$393,871</u> for year one and each subsequent year up to the maximum amount of <u>\$1,146,681</u> over the total project subject to DOJ's renewal and funding of the award annually with a final completion date of all services under this Contract of <u>September 30, 2023</u> .				
BID/RFP Number (if item/service was not bid, give detailed explanation)	N/A				
Payment Terms:	Per contract terms.				

RESOLUTION

WHEREAS, the Jefferson County Commission was awarded a three-year grant through the U.S. Department of Justice (DOJ) for Jefferson County Forensic Case Management Team to be administered by the Office of Community Services & Workforce Development in partnership with the University of Alabama at Birmingham.

WHEREAS, the Jefferson County Commission authorized that the Office of Community Services & Workforce Development to accept the U.S. Department of Justice (DOJ) for Jefferson County Forensic Case Management Team for the amount of \$396,405.00 annually between 9/30/2020 and 9/30/2023 for a total award of \$1,189,215.00 (CDFA 16.838).

THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute the contract between Jefferson County, Alabama and UAB, for the Jefferson County Family Wellness Court not to exceed the maximum amount of \$393,871 for year one and each subsequent year up to the maximum amount of \$1,146,681 over the total project subject to DOJ's renewal and funding of the award annually with a final completion date of all services under this Contract of September 30, 2023.

ADOPTED:

Mr. Tony Petelos:

Attached is the resolution for the Commission President be authorized to execute the contract between Jefferson County, Alabama and UAB, for the Jefferson County Forensic Case Management Team (CDFA 16.838) not to exceed the maximum amount of \$393,871 for year one and each subsequent year up to the maximum amount of \$1,146,681 over the total project subject to DOJ's renewal and funding of the award annually with a final completion date of all services under this Contract of September 30, 2023.

RESOLUTION

WHEREAS, the Jefferson County Commission was awarded a three-year grant through the U.S. Department of Justice (DOJ) for Jefferson County Forensic Case Management Team to be administered by the Office of Community Services & Workforce Development in partnership with the University of Alabama at Birmingham.

WHEREAS, the Jefferson County Commission authorized that the Office of Community Services & Workforce Development to accept the U.S. Department of Justice (DOJ) for Jefferson County Forensic Case Management Team for the amount of \$396,405.00 annually between 9/30/2020 and 9/30/2023 for a total award of \$1,189,215.00 (CDFA 16.838).

THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute the contract between Jefferson County, Alabama and UAB, for the Jefferson County Family Wellness Court not to exceed the maximum amount of \$393,871 for year one and each subsequent year up to the maximum amount of \$1,146,681 over the total project subject to DOJ's renewal and funding of the award annually with a final completion date of all services under this Contract of September 30, 2023.

ADOPTED:

Office of Community Services & Workforce Development

Resolution for the Commission President be authorized to execute the contract between Jefferson County, Alabama and UAB, for the Jefferson County Forensic Case Management Team not to exceed the maximum amount of \$393,871 for year one and each subsequent year up to the maximum amount of \$1,146,681 over the total project subject to DOJ's renewal and funding of the award annually with a final completion date of all services under this Contract of September 30, 2023.



Department of Justice (DOJ)

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

Commissioner James Stephens
Jefferson County, Alabama
716 Richard Arrington Jr. Blvd. N, Ste A430
Birmingham, AL 35203-0124

Dear Commissioner Stephens:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by Jefferson County, Alabama for an award under the OJP funding opportunity entitled "Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program: Local or Tribal Applications." The approved award amount is \$1,189,215. These funds are for the project entitled Jefferson County COSSAP Program.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should Jefferson County, Alabama accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Jocelyn Linde, Program Manager at (202) 598-1045; and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at ask.ocfo@usdoj.gov.

We look forward to working with you.

Sincerely,

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Encl.



Department of Justice (DOJ)

Office of Justice Programs

Office of Civil Rights

9.D.1.b

Washington, DC 20531

Commissioner James A. Stephens
Jefferson County, Alabama
716 Richard Arrington Jr. Blvd. N
Ste A430
Birmingham, AL 35203-0124

Dear Commissioner Stephens:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.



We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

Attachment: GMS Award Package - 2020-AR-BX-0138-00_DOJ-FW-GMS-WORK-AWARD AW-40866 (2021-348 : UAB Jefferson County Forensic Case

 <p>Department of Justice (DOJ) Office of Justice Programs Bureau of Justice Assistance</p>		Grant		PAGE 1 OF 16																
1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Jefferson County, Alabama 716 Richard Arrington Jr. Blvd. N Ste A430 Birmingham, AL 35203-0124		4. AWARD NUMBER: 2020-AR-BX-0138																		
		5. PROJECT PERIOD: FROM 10/01/2020 TO 09/30/2023 BUDGET PERIOD: FROM 10/01/2020 TO 09/30/2023																		
		6. AWARD DATE	7. ACTION																	
2a. GRANTEE IRS/VENDOR NO. 636001580	8. SUPPLEMENT NUMBER 00		Initial																	
2b. GRANTEE DUNS NO. 105474279	9. PREVIOUS AWARD AMOUNT \$ 0																			
3. PROJECT TITLE Jefferson County COSSAP Program	10. AMOUNT OF THIS AWARD		\$ 1,189,215																	
	11. TOTAL AWARD		\$ 1,189,215																	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).																				
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY20(BJA - COSSAP) Pub. L. No. 116-93, 133 Stat 2317, 2409																				
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.838 - Comprehensive Opioid Abuse Site-Based Program																				
15. METHOD OF PAYMENT GPRS																				
[REDACTED] AGENCY APPROVAL [REDACTED]		[REDACTED] GRANTEE ACCEPTANCE [REDACTED]																		
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL James A. Stephens Commission President																		
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL		19A. DATE																
[REDACTED] AGENCY USE ONLY [REDACTED]																				
20. ACCOUNTING CLASSIFICATION CODES <table border="1"> <thead> <tr> <th>FISCAL YEAR</th> <th>FUND CODE</th> <th>BUD. ACT.</th> <th>DIV. OFC.</th> <th>REG.</th> <th>SUB.</th> <th>POMS</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>X</td> <td>B</td> <td>AR</td> <td>80</td> <td>00</td> <td>00</td> <td></td> <td>1189215</td> </tr> </tbody> </table>		FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	REG.	SUB.	POMS	AMOUNT	X	B	AR	80	00	00		1189215	21. VARUGT3981		
FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	REG.	SUB.	POMS	AMOUNT													
X	B	AR	80	00	00		1189215													

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

Attachment: GMS Award Package - 2020-AR-BX-0138-00 DOJ-FW-GMS-WORK-AWARD AW-40866 (2021-348 : UAB Jefferson County Forensic Case Management



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

AWARD CONTINUATION SHEET Grant

PAGE 2 OF 16

PROJECT NUMBER 2020-AR-BX-0138

AWARD DATE

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

AWARD CONTINUATION SHEET Grant

PAGE 3 OF 16

PROJECT NUMBER 2020-AR-BX-0138

AWARD DATE

SPECIAL CONDITIONS

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

AWARD CONTINUATION SHEET Grant

PAGE 4 OF 16

PROJECT NUMBER 2020-AR-BX-0138

AWARD DATE

SPECIAL CONDITIONS

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

AWARD CONTINUATION SHEET Grant

PAGE 5 OF 16

PROJECT NUMBER 2020-AR-BX-0138

AWARD DATE

SPECIAL CONDITIONS

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

AWARD CONTINUATION SHEET Grant

PAGE 6 OF 16

PROJECT NUMBER 2020-AR-BX-0138

AWARD DATE

SPECIAL CONDITIONS

9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



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any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



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13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



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14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. Verification and updating of recipient contact information

The recipient must verify its Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

32. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).



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33. The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.
34. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.
35. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2020-AR-BX-0138 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.
36. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.
37. Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.



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38. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

39. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

40. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

41. Any organization using Office of Justice Programs grant funds, in whole or in part, to collect, aggregate, and/or share data on behalf of a government agency, must guarantee that the agency that owns the data and its approved designee(s) will retain unrestricted access to the data, in accordance with all applicable law, regulations, and BJA policy: a) in an expeditious manner upon request by the agency; b) in a clearly defined format that is open, user-friendly, and unfettered by unreasonable proprietary restrictions; and c) at a minimal additional cost to the requestor (which cost may be borne by using grant funds).
42. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.



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43. Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.
44. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
45. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.
46. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.
47. The recipient agrees to budget funds for two staff representatives to attend one three-day national meeting in Washington, D.C. each year for the life of the grant. (If a national meeting is not planned, funds must be used to attend a BJA approved training.) In addition, the recipient agrees to participate in BJA training events, technical assistance events, or conferences held by BJA or its designees, upon request.
48. The recipient is authorized to incur obligations, expend, and draw down funds for travel, lodging, and per diem costs only, in an amount not to exceed \$5,000, for the sole purpose of attending a required OJP conference associated with this grant award. The grantee is not authorized to incur any additional obligations, or make any additional expenditures or draw downs until the awarding agency and the Office of the Chief Financial Officer (OCFO) has reviewed and approved the recipient's budget and budget narrative, and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.

**Department of Justice (DOJ)**

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Categorical Exclusion for Jefferson County, Alabama

Awards under the Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program (COSSAP) will be used to develop, implement, or expand comprehensive programs in response to illicit opioids, stimulants, or other substances of abuse.

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- 1) New construction.
- 2) Renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
- (3) A renovation that will change the basic prior use of a facility or significantly change its size.
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.
- (5) Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

 <div>Department of Justice (DOJ) Office of Justice Programs Bureau of Justice Assistance</div>		<div>GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY</div> <div>Grant</div>	
		PROJECT NUMBER 2020-AR-BX-0138	PAGE 1 OF 1
This project is supported under FY20(BJA - COSSAP) Pub. L. No. 116-93, 133 Stat 2317, 2409			
1. STAFF CONTACT (Name & telephone number) Jocelyn Linde (202) 598-1045		2. PROJECT DIRECTOR (Name, address & telephone number) Nathan Salter Project Director 716 Richard Arrington Jr. Blvd. North Birmingham, AL 35203 (205) 325-5761 ext.1908	
3a. TITLE OF THE PROGRAM Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program: Local or Tribal Applications		3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)	
4. TITLE OF PROJECT Jefferson County COSSAP Program			
5. NAME & ADDRESS OF GRANTEE Jefferson County, Alabama 716 Richard Arrington Jr. Blvd. N Ste A430 Birmingham, AL 35203-0124		6. NAME & ADDRESS OF SUBGRANTEE	
7. PROGRAM PERIOD FROM: 10/01/2020 TO: 09/30/2023		8. BUDGET PERIOD FROM: 10/01/2020 TO: 09/30/2023	
9. AMOUNT OF AWARD \$ 1,189,215		10. DATE OF AWARD	
11. SECOND YEAR'S BUDGET		12. SECOND YEAR'S BUDGET AMOUNT	
13. THIRD YEAR'S BUDGET PERIOD		14. THIRD YEAR'S BUDGET AMOUNT	
15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse) The Comprehensive Opioid, Stimulant, and Substance Abuse Program (COSSAP) was developed as part of the Comprehensive Addiction and Recovery Act (CARA) legislation. COSSAP's purpose is to provide financial and technical assistance to states, units of local government, and Indian tribal governments to develop, implement, or expand comprehensive efforts to identify, respond to, treat, and support those impacted by illicit opioids, stimulants, and other drugs of abuse. The objective of Category 1 is to encourage and support the development of comprehensive, locally driven responses to opioids, stimulants, and other substances that expand access to supervision, treatment, and recovery support services across the criminal justice system; support law enforcement and other first responder diversion programs for nonviolent drug offenders; promote education and prevention activities; and address the needs of children impacted by substance abuse.			

The Jefferson County Comprehensive Opioid, Stimulant, and Substance Abuse Program (COSSAP) will extend peer recovery services to include expanded pretrial supervision, as well as provide evidence-based treatment, including medication-assisted treatment (MAT), to individuals at high risk for overdose. This project serves a population of more than 500,000 in Jefferson County, Alabama. The project includes partnerships between the University of Alabama Department of Psychiatry — Substance Abuse Division, Jefferson County Sheriff's Office, and a local evaluator.

CA/NCF

**STATE OF ALABAMA)
JEFFERSON COUNTY)**

**AGREEMENT
Grant Number 2020-AR-BX-0138**

THIS AGREEMENT entered into upon approval by the Jefferson County Commission, by and between **Jefferson County, Alabama, hereinafter** called “the County”, and **the Board of Trustees of the University of Alabama, for the University of Alabama at Birmingham,** hereinafter called “the Contractor”. The effective date of this agreement shall be October 1, 2020.

WHEREAS, the County desires to contract for Jefferson County Forensic Case Management services; and

WHEREAS, the Contractor desires to furnish said services to the County;

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

1. **ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. **SCOPE OF SERVICES:**
The Contractor shall provide the following services to the Jefferson County Commission on an as needed basis:
 - Strengthen the Jefferson County Forensic Case Management services through the adoption of the following components as funded by the COSSAP Program: (1) expanded peer recovery support services to serve new populations and providing system-wide access to recovery support services using peer recovery coaches; and (2) provide evidence-based treatment, including medication-assisted treatment (MAT).
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:**
The Contractor shall be available to render services to the County beginning on the effective date of this Contract. The initial completion date of all services under this Contract is September 30, 2021 and shall renew annually subject to DOJ’s annual renewal and funding of the award with a final completion date of all services under this Contract of September 30, 2023.
4. **COMPENSATION:** The Contractor shall be compensated for services rendered under the terms and conditions of this contract not to exceed the maximum amount of \$393,871.00 for year one and each subsequent year up to the maximum amount of \$1,146,681.00 over the total project subject to DOJ’s annual renewal and funding of the award. Compensation shall be allocated as specified in Attachment A which is made a

part of this agreement by reference. The Contractor will submit a monthly itemized invoice adjusted for services not actually provided by the 15th day of the following month. All funds paid under the terms of this Agreement shall be on a reimbursement basis for eligible expenditures incurred beginning with the effective date of this Agreement. Requests for reimbursement shall be submitted on forms furnished by the COUNTY. All requests for payment shall be submitted together with supporting documentation such as invoices, method of calculating charges, bills, statements, contracts or other documentation that shall support the payment request. ***Funds for this will be paid from a grant to Jefferson County Commission from the Department of Justice. Requests for payments will be processed for payment upon receipt of invoice and appropriate supporting documentation.***

5. **ASSIGNMENT:** No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Contractor to subcontract (assign) any portion of this contract, the Contractor will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Contractor must maintain a continuous effective business relationship with the sub-contractor(s) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.
6. **GOVERNING LAW/DISPUTE RESOLUTION:** The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement 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.
7. **STATEMENT OF CONFIDENTIALITY:** Contractor agrees that any information accessed or gained in performance of those duties will 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 required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.
8. **INDEPENDENT CONTRACTOR:** The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.
9. **NON-DISCRIMINATION POLICY:** The Jefferson County Commission is strongly committed to equal opportunity in solicitation of ITB's and RFP's. The County encourages bidders and proposers to share this commitment. Each bidder submitting a proposal agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate against any person otherwise qualified solely because of race, creed, sex,

- national origin or disability. (Sign attached Jefferson County's Alabama Equal Employment Opportunity Certification Form).
10. **MISCELLANEOUS REQUIREMENTS:** Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
11. **TERMINATION OF CONTRACT:** This contract may be terminated by either party with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.
12. **LIABILITY:**
- A. The Contractor shall not, without prior written permission of the **COUNTY** specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the **COUNTY**.
- UAB, a division of The Board of Trustees of the University of Alabama, a state agency, cannot waive immunity conferred by Ala. Const. Art 1§ 14. The exclusive forum in which a claim can be asserted against UAB is the State of Alabama Board of Adjustment. UAB maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by UAB. UAB has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the state treasury.
- B. The County and UAB recognize that, in order for professional liability coverage to be provided for activities pursuant to this Agreement, it is necessary for each to have access to normal investigation information for specific incidents which may give rise to a claim being filed against either party. Therefore, each party shall notify the other of such events and each party agrees to cooperate with the other in investigation and/or processing of such incidents and/or claims.
13. **NOTICES:** Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Contract 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:

Jefferson County Commission
Department of Community Services & Workforce Development
C/O Grants Administrator
716 Richard Arrington Blvd. North, Suite A-430

Birmingham, AL 35203

University of Alabama at Birmingham
Department of Psychiatry and Neurobiology
C/O Associate Director
530 Beacon Parkway West, Suite 301
Birmingham, AL 35209

14. **AMENDMENT OF AGREEMENT:** This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.
15. **INSURANCE:** The University, an agency of the State of Alabama, agrees to be responsible for any and all third-party claims that arise as a result of negligent acts and omissions of UAB, its officers, employees and agents in the performance of the work that is the subject of this agreement. UAB maintains a formal self-insurance program to cover claims against the Institution and its employees, with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate
- (Note* UAB, a division of the Board of Trustees of The University of Alabama, a state agency, cannot waive immunity conferred by Ala. Const. Article 1 & 14. The exclusive forum in which a claim can be asserted against UAB is the State of Alabama Board of Adjustment. UAB maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by UAB. UAB has no insurance coverage applicable to third-party acts. Omissions or claims and can undertake no obligation that might create a debt on the State Treasury. UAB is a state agency and is not subject to the Workmen's Compensation Act. UAB maintains equivalent on the job coverage and a long-term disability program.)
16. **HOLD HARMLESS AND INDEMNIFICATION:** UAB is a state institution and is constrained by Alabama State Law in its ability to indemnify and hold harmless another entity. The exclusive forum in which a claim can be asserted against UAB is the State of Alabama Board of Adjustment. UAB maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by UAB. UAB has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury.
17. **COUNTY FUNDS PAID:** Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant 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 or employee of any

government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the contractor nor 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 County 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 any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as 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 Contractor shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

18. **Statement of Compliance with Alabama Code Section 31-13-9.** 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.
20. **ADHERENCE TO SPECIAL CONDITIONS:** The contractor agrees to adhere to the Special Conditions in the Grant Award and Award Continuation Sheet that is in Attachment B.

JEFFERSON COUNTY, ALABAMA
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION FORM

Contractor/Vendor Name: Board of Trustees of the University of Alabama, for the University of Alabama At Birmingham

Address: 1720 2nd Avenue South, AB 1170
Birmingham, AL 35294-0111

The Contractor acknowledges receipt of Jefferson County's Equal Employment Opportunity Contractor Compliance Administrative Order and certifies that it is an equal opportunity employer and agrees to the requirements of the Policy and the Equal Employment Opportunity Clause therein. It further certifies that it will require all subcontractors to execute an Equal Employment Opportunity statement and certification of compliance in accordance with Jefferson County Administrative Order 08-4 as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status pursuant to the provisions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 1981, 1983, 1986 and all amendments thereto relative to discriminatory employment practices. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. In the event of the Contractor's non-compliance with the equal employment opportunity clause of this contract, this contract may not be awarded or may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further County contracts.
3. The Contractor will include the provisions of paragraph (1) in every subcontract or purchase order.
4. The Contractor shall certify to the County its compliance with this policy prior to receipt of any contract or business with the County.

The Contractor will furnish to the County, upon request, reports, notices, policies and/or information certifying compliance with this policy.

In the event of the Contractor's non-compliance with the equal employment opportunity clause of this contract, this contract may not be awarded or may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further County contracts.

01/24/2021

Date



Signature

Melinda T. Cotten
Associate VP, Research Business Operations

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals or caused these presents to be executed by their duly authorized representative.

CONTRACTOR:**JEFFERSON COUNTY, ALABAMA**_____
SignatureMelinda T. Cotten
Associate VP, Research Business Operations01/24/2021_____
Date_____
SignatureJames A. Stephens, President
Jefferson County Commission_____
Date

**Department of Justice (DOJ)**

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

Commissioner James Stephens
Jefferson County, Alabama
716 Richard Arrington Jr. Blvd. N, Ste A430
Birmingham, AL 35203-0124

Dear Commissioner Stephens:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by Jefferson County, Alabama for an award under the OJP funding opportunity entitled "Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program: Local or Tribal Applications." The approved award amount is \$1,189,215. These funds are for the project entitled Jefferson County COSSAP Program.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should Jefferson County, Alabama accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Jocelyn Linde, Program Manager at (202) 598-1045; and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at ask.ocfo@usdoj.gov.

We look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "K. Sullivan", is written over a horizontal line.

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Encl.



Department of Justice (DOJ)

Office of Justice Programs

Office of Civil Rights

Washington, DC 20531

Commissioner James A. Stephens
Jefferson County, Alabama
716 Richard Arrington Jr. Blvd. N
Ste A430
Birmingham, AL 35203-0124

Dear Commissioner Stephens:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.



We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

Attachment: UAB Contract for DOJ 2020-AR-BX-0138 UAB Signed (2021-348 : UAB Jefferson County Forensic Case Management Team 2020-

 <p>Department of Justice (DOJ) Office of Justice Programs Bureau of Justice Assistance</p>		Grant		PAGE 1 OF 16																
1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Jefferson County, Alabama 716 Richard Arrington Jr. Blvd. N Ste A430 Birmingham, AL 35203-0124		4. AWARD NUMBER: 2020-AR-BX-0138																		
		5. PROJECT PERIOD: FROM 10/01/2020 TO 09/30/2023 BUDGET PERIOD: FROM 10/01/2020 TO 09/30/2023																		
		6. AWARD DATE	7. ACTION																	
2a. GRANTEE IRS/VENDOR NO. 636001580	8. SUPPLEMENT NUMBER 00		Initial																	
2b. GRANTEE DUNS NO. 105474279	9. PREVIOUS AWARD AMOUNT \$ 0																			
3. PROJECT TITLE Jefferson County COSSAP Program	10. AMOUNT OF THIS AWARD		\$ 1,189,215																	
	11. TOTAL AWARD		\$ 1,189,215																	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).																				
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY20(BJA - COSSAP) Pub. L. No. 116-93, 133 Stat 2317, 2409																				
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.838 - Comprehensive Opioid Abuse Site-Based Program																				
15. METHOD OF PAYMENT GPRS																				
AGENCY APPROVAL		GRANTEE ACCEPTANCE																		
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL James A. Stephens Commission President																		
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL		19A. DATE																
AGENCY USE ONLY																				
20. ACCOUNTING CLASSIFICATION CODES <table border="1"> <thead> <tr> <th>FISCAL YEAR</th> <th>FUND CODE</th> <th>BUD. ACT.</th> <th>DIV. OFC.</th> <th>REG.</th> <th>SUB.</th> <th>POMS</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>X</td> <td>B</td> <td>AR</td> <td>80</td> <td>00</td> <td>00</td> <td></td> <td>1189215</td> </tr> </tbody> </table>		FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	REG.	SUB.	POMS	AMOUNT	X	B	AR	80	00	00		1189215	21. VARUGT3981		
FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	REG.	SUB.	POMS	AMOUNT													
X	B	AR	80	00	00		1189215													

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

Attachment: UAB Contract for DOJ 2020-AR-BX-0138 UAB Signed (2021-348 : UAB Jefferson County Forensice Case Management Team 2020-



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 16

PROJECT NUMBER 2020-AR-BX-0138

AWARD DATE

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 3 OF 16

PROJECT NUMBER 2020-AR-BX-0138

AWARD DATE

SPECIAL CONDITIONS

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.



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5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.


The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

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<p><i>SPECIAL CONDITIONS</i></p> <p>8. Requirements related to System for Award Management and Universal Identifier Requirements</p> <p>The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.</p> <p>The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.</p> <p>The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.</p> <p>This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).</p>		



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9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



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any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



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13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



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14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. Verification and updating of recipient contact information

The recipient must verify its Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

32. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).



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33. The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.
34. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.
35. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2020-AR-BX-0138 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.
36. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.
37. Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 15 OF 16

PROJECT NUMBER 2020-AR-BX-0138

AWARD DATE

SPECIAL CONDITIONS

38. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

39. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

40. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

41. Any organization using Office of Justice Programs grant funds, in whole or in part, to collect, aggregate, and/or share data on behalf of a government agency, must guarantee that the agency that owns the data and its approved designee(s) will retain unrestricted access to the data, in accordance with all applicable law, regulations, and BJA policy: a) in an expeditious manner upon request by the agency; b) in a clearly defined format that is open, user-friendly, and unfettered by unreasonable proprietary restrictions; and c) at a minimal additional cost to the requestor (which cost may be borne by using grant funds).
42. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 16 OF 16

PROJECT NUMBER 2020-AR-BX-0138

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SPECIAL CONDITIONS

43. Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.
44. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
45. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.
46. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.
47. The recipient agrees to budget funds for two staff representatives to attend one three-day national meeting in Washington, D.C. each year for the life of the grant. (If a national meeting is not planned, funds must be used to attend a BJA approved training.) In addition, the recipient agrees to participate in BJA training events, technical assistance events, or conferences held by BJA or its designees, upon request.
48. The recipient is authorized to incur obligations, expend, and draw down funds for travel, lodging, and per diem costs only, in an amount not to exceed \$5,000, for the sole purpose of attending a required OJP conference associated with this grant award. The grantee is not authorized to incur any additional obligations, or make any additional expenditures or draw downs until the awarding agency and the Office of the Chief Financial Officer (OCFO) has reviewed and approved the recipient's budget and budget narrative, and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.

**Department of Justice (DOJ)**

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator


Subject: Categorical Exclusion for Jefferson County, Alabama

Awards under the Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program (COSSAP) will be used to develop, implement, or expand comprehensive programs in response to illicit opioids, stimulants, or other substances of abuse.

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- 1) New construction.
- 2) Renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
- (3) A renovation that will change the basic prior use of a facility or significantly change its size.
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.
- (5) Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

 <p>Department of Justice (DOJ) Office of Justice Programs Bureau of Justice Assistance</p>	<p align="center">GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY</p> <p align="center">Grant</p>	
	<p>PROJECT NUMBER 2020-AR-BX-0138</p>	<p>PAGE 1 OF 1</p>
<p>This project is supported under FY20(BJA - COSSAP) Pub. L. No. 116-93, 133 Stat 2317, 2409</p>		
<p>1. STAFF CONTACT (Name & telephone number)</p> <p>Jocelyn Linde (202) 598-1045</p>	<p>2. PROJECT DIRECTOR (Name, address & telephone number)</p> <p>Nathan Salter Project Director 716 Richard Arrington Jr. Blvd. North Birmingham, AL 35203 (205) 325-5761 ext.1908</p>	
<p>3a. TITLE OF THE PROGRAM</p> <p>Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program: Local or Tribal Applications</p>		<p>3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)</p>
<p>4. TITLE OF PROJECT</p> <p>Jefferson County COSSAP Program</p>		
<p>5. NAME & ADDRESS OF GRANTEE</p> <p>Jefferson County, Alabama 716 Richard Arrington Jr. Blvd. N Ste A430 Birmingham, AL 35203-0124</p>	<p>6. NAME & ADDRESS OF SUBGRANTEE</p>	
<p>7. PROGRAM PERIOD</p> <p>FROM: 10/01/2020 TO: 09/30/2023</p>	<p>8. BUDGET PERIOD</p> <p>FROM: 10/01/2020 TO: 09/30/2023</p>	
<p>9. AMOUNT OF AWARD</p> <p>\$ 1,189,215</p>	<p>10. DATE OF AWARD</p>	
<p>11. SECOND YEAR'S BUDGET</p>	<p>12. SECOND YEAR'S BUDGET AMOUNT</p>	
<p>13. THIRD YEAR'S BUDGET PERIOD</p>	<p>14. THIRD YEAR'S BUDGET AMOUNT</p>	
<p>15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)</p> <p>The Comprehensive Opioid, Stimulant, and Substance Abuse Program (COSSAP) was developed as part of the Comprehensive Addiction and Recovery Act (CARA) legislation. COSSAP's purpose is to provide financial and technical assistance to states, units of local government, and Indian tribal governments to develop, implement, or expand comprehensive efforts to identify, respond to, treat, and support those impacted by illicit opioids, stimulants, and other drugs of abuse.</p> <p>The objective of Category 1 is to encourage and support the development of comprehensive, locally driven responses to opioids, stimulants, and other substances that expand access to supervision, treatment, and recovery support services across the criminal justice system; support law enforcement and other first responder diversion programs for nonviolent drug offenders; promote education and prevention activities; and address the needs of children impacted by substance abuse.</p>		

OJP FORM 4000/2 (REV. 4-88)

The Jefferson County Comprehensive Opioid, Stimulant, and Substance Abuse Program (COSSAP) will extend peer recovery services to include expanded pretrial supervision, as well as provide evidence-based treatment, including medication-assisted treatment (MAT), to individuals at high risk for overdose. This project serves a population of more than 500,000 in Jefferson County, Alabama. The project includes partnerships between the University of Alabama Department of Psychiatry — Substance Abuse Division, Jefferson County Sheriff's Office, and a local evaluator.

CA/NCF



Independent Contractor Submission Form (ICSF)

Pursuant to Rule 11.4 of the Rules and Regulations of the Personnel Board of Jefferson County, appropriate documentation and a copy of the contract must be provided with the submission of this form. If sufficient information is not received, the Board may request additional documentation, return the contract or recommend denial of the contract. Submission of this form simply allows the Board to begin the Independent Contractor Review process and does not imply that information is all inclusive or that a contract will be approved. Questions should be directed to classandcomp@pbjcal.org. **NOTE:** If a contract is, in accordance with Policy 2015-002 of the Personnel Board, related to the construction of viaducts, bridges, streets, sewers, canals, public building or public utilities, then the contract is exempt from Personnel Board review.

Requesting Department: _____ Contractor's Name: _____

Contract Amount: _____ Contract Term (in years): _____

Contract Start Date: Following Commission/Council Approval ☐ OR, the Actual Date: _____

Is this a new contract, a renewal, or an amendment? New ☐ Renewal ☐ Amendment ☐

If this is a new contract, how many options to renew are included? 1 ☐ 2 ☐ 3 ☐ Other ☐

If this is a renewal, on what date was the original contract approved by the Personnel Board? _____

If this is a renewal, OR, if a contract has been executed with this contractor in the past,
what was the termination date of the contract or last renewal? _____

NATURE OF THE CONTRACT

- In "layman's terms" please provide a brief summary of the contract and the services to be performed. Please include the purpose of the contract, why an independent contractor is needed, and any helpful background information.

RATIONALE AND SUPPORTING INFORMATION

- Does this contract contain a staffing component? Yes ☐ *No ☐
*If the contract does not include a staffing component (for example, the contract is to purchase software, and Merit System employees will install the software), then submission of the contract to the Personnel Board for review is not necessary.

- Does the staffing component of this contract overlap with work performed by any Merit System job classification(s)?
☐ Yes, but there are extenuating circumstances that must be considered (please describe them below):
☐ No (please clarify below how they are different):

- Please indicate whether the staffing component of the work in this contract is:

Please note this does not refer to the term of the contract, but to the nature of the work being performed through the contract.

- ☐ Continuous (the work to be performed is expected to continue indefinitely).
☐ Temporary* (the work to be performed is temporary in nature has a defined start and end date).

*If "Temporary," please indicate the start and end dates and explain the temporary nature of the work:

5. Regardless of whether the work to be contracted is continuous or temporary, please indicate whether the work is:
- ☐ Consistently performed (regardless of the amount of time needed to perform the work, the work must be performed on a reasonably regular basis).
- ☐ Sporadically performed* (the work is performed on an irregular, intermittent or limited basis as needed).
- *If "Sporadically performed," please describe the sporadic nature of the work:

-
6. The work/service to be performed under this contract: (indicate most appropriate response)

- ☐ Has not been performed prior to the establishment of this contract.
- ☐ Has been performed previously through other contracts.
- ☐ Has been performed previously by Merit System employees.

7. Is this type of work customarily given by public sector agencies to independent contractors?

Yes* ☐ No ☐

*If "Yes," please provide the names of other public sector agencies that contract similar services.

-
8. Does the work to be performed through the contract require equipment and/or facilities not currently possessed by your City/County/Agency?

Yes* ☐ No ☐

*If "Yes," please indicate the type of equipment and/or facilities required and not possessed to perform the work.

-
9. Is it more cost effective to provide these services via a contract rather than with in-house staff and equipment?

Yes* ☐ No ☐

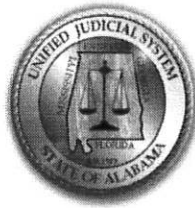
*If "Yes," please attach a thorough comparison between "in-house costs" and "contract costs" to support your assertion.

Form completed by (name): _____ Title: _____

Email: _____ Phone: _____

Jurisdiction (City/County/Agency): _____ Appointing Authority Signature: _____

Revised 5/5/2020



ADMINISTRATIVE OFFICE OF COURTS
300 Dexter Avenue
Montgomery, Alabama 36104-3741
(334) 954-5000

Tom Parker
Chief Justice

Rich Hobson
Administrative Director of Courts

March 3, 2021

Dr. Frederick L. Hamilton, Director
Human-Community Services and Economic Development
716 Richard Arrington Boulevard North
Birmingham, AL 35203-0115

Dear Dr. Hamilton:

Please accept this letter as verification that Jefferson County currently has one juvenile drug court and two family drug courts in the Birmingham Division. The jurisdiction also has one adult drug courts in the Birmingham Division and one adult drug court in the Bessemer Division. The Birmingham Division also has one veterans' treatment court and one mental health treatment court serving both divisions. The programs are administered by the UAB Treatment Alternatives for Safer Communities (TASC) in coordination with the designated judge and team.

Thank you,

A handwritten signature in cursive script that reads "Cary McMillan".

Cary McMillan
Director, Family Court and Court Services Division
Administrative Office of Courts (AOC)

cc: Nathan Salter, Grans Administrator, JCC
Cheryl Plato-Bryant, State Coordinator, AOC
Mandi Hall, Assistant Director, Family Court Division, AOC
Donna Oates, Drug Court Specialist, AOC
Melinda Strevy, Project Manager, TASC

RESOLUTION

WHEREAS, the Jefferson County Commission was awarded a three-year grant through the U.S. Department of Justice (DOJ) Bureau of Justice Assistance (BJA) Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program to be administered by the Office of Community Services & Workforce Development in partnership with the University of Alabama at Birmingham.

BE IT RESOLVED by the Jefferson County Commission that the Office of Community Services & Workforce Development is authorized to accept U.S. Department of Justice (DOJ) Bureau of Justice Assistance (BJA) Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program award in the amount of \$396,405.00 annually between 10/1/2020 and 9/30/2023 for a total award of \$1,189,215.00 to provide funding for the Jefferson County Treatment Courts. The Commission President is authorized accept the grant award (2020-AR-BX-0138) and sign any related documents required for the grant.

ADOPTED:

APPROVED BY THE JEFFERSON COUNTY COMMISSION

Date: 11/19/2020

Item# 6438 Resolution: 1204 Minute Book: 174, Page(s) 686

DocuSigned by:

Millie Diliberto

308EC9DF92A244...

Attachment: 6438 DOJ Substance Abuse Reso (2021-348 : UAB Jefferson County Forensice Case Management Team 2020-AR-BX-0138)

Office of Community Services & Workforce Development

Resolution for the Jefferson County Office of Community Services & Workforce Development to accept the for the Jefferson County Office of Community Services & Workforce Development to accept the U.S. Department of Justice (DOJ) Bureau of Justice Assistance (BJA) Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program award in the amount of \$396,405.00 annually between 10/1/2020 and 9/30/2023 for a total award of \$1,189,215.00 to provide funding for the Jefferson County Treatment Courts in partnership with the University of Alabama at Birmingham. The resolution also authorizes the Commission President to sign all forms related to the grant award.

Certificate Of Completion

Envelope Id: C6B0DCD8093649E886A23CBA830BF7C1

Status: Completed

Subject: You have a pending request to eSign a document

Source Envelope:

Document Pages: 2

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 0

Millie Diliberto

AutoNav: Enabled

408 St Peter Street

Envelopeld Stamping: Enabled

Saint Paul, MN 55102

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

dilibertom@jccal.org

IP Address: 69.5.90.9

Record Tracking

Status: Original

Holder: Millie Diliberto

Location: DocuSign

11/19/2020 12:38:50 PM

dilibertom@jccal.org

Signer Events

Millie Diliberto

DilibertoM@jccal.org

Minute Clerk, Jefferson Cnty Commission
eSignSecurity Level: Email, Account Authentication
(None)

Signature

DocuSigned by:



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Signature Adoption: Pre-selected Style

Using IP Address: 67.59.213.1

Timestamp

Sent: 11/19/2020 12:38:51 PM

Viewed: 11/20/2020 4:58:59 AM

Signed: 11/20/2020 4:59:07 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

11/19/2020 12:38:51 PM

Certified Delivered

Security Checked

11/20/2020 4:58:59 AM

Signing Complete

Security Checked

11/20/2020 4:59:07 AM

Completed

Security Checked

11/20/2020 4:59:07 AM

Payment Events

Status

Timestamps

JEFFERSON COUNTY
CONTRACT COVER SHEET

Originating Department:	Department of Community Services and Workforce Development		BID:No	
Department Contact	Frederick Hamilton,		Phone Number:	
Contract Info#: 6838	Contract Name/ID: UAB Jefferson County Veterans Treatment Court DOJ 2020-VC-BX-0053/6838		Amount: \$460,458	
Date Start: 09/30/20	Contract Type: Expenditure			
Date End: 09/30/23				
CANCELLATION TERMS:	30 day cancellation clause			
Funding Sources	Org Code: 25202000	Object: 520070	Grant Number: H79TI082946	
For Expenditures:	Original Budget: \$499,206.00	Current Remaining: \$499,206.00	After Execution: \$0.00	
Contractor:	UA Board of Trustees			
Remittance Address:	1720 2 nd Ave. S. Birmingham, AL 35294			
Taxpayer ID#	63-0649108		Vendor ID# 100540	
Dept Contact Person:	Nathan Salter	Email: Saltern@jccal.org	Phone:	205-746-0370
Contractor Contact Person:	Suzanne Muir	Email: suzannemuir@uabmc.edu	Phone:	2059395468
Contract Description:	Resolution for the Commission President be authorized to execute the contract between Jefferson County, Alabama and UAB, for the Jefferson County Veterans Treatment Court not to exceed the maximum amount of <u>\$137,689</u> for year one and each subsequent year up to the maximum amount of <u>\$460,458</u> over the total project subject to DOJ's renewal and funding of the award annually with a final completion date of all services under this Contract of <u>September 30, 2023.</u>			
BID/RFP Number (if item/service was not bid, give detailed explanation)	N/A			
Payment Terms:	Per contract terms.			

RESOLUTION

WHEREAS, the Jefferson County Commission was awarded a three-year grant through the U.S. Department of Justice (DOJ) for Jefferson County Veterans Treatment Court to be administered by the Office of Community Services & Workforce Development in partnership with the University of Alabama at Birmingham.

WHEREAS, the Jefferson County Commission authorized that the Office of Community Services & Workforce Development to accept the U.S. Department of Justice (DOJ) for Jefferson County Veterans Treatment for the amount of \$166,402.00 annually between 9/30/2020 and 9/30/2023 for a total award of \$499,206.00 (CDFA 16.585).

THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute the contract between Jefferson County, Alabama and UAB, for the Jefferson County Family Wellness Court not to exceed the maximum amount of \$137,689 for year one and each subsequent year up to the maximum amount of \$460,458 over the total project subject to DOJ's renewal and funding of the award annually with a final completion date of all services under this Contract of September 30, 2023.

ADOPTED:

Mr. Tony Petelos:

Attached is the resolution for the Commission President be authorized to execute the contract between Jefferson County, Alabama and UAB, for the Jefferson County Veteran Treatment Court (CDFA 16.585) not to exceed the maximum amount of \$137,689 for year one and each subsequent year up to the maximum amount of \$460,458 over the total project subject to DOJ's renewal and funding of the award annually with a final completion date of all services under this Contract of September 30, 2023.

RESOLUTION

WHEREAS, the Jefferson County Commission was awarded a three-year grant through the U.S. Department of Justice (DOJ) for Jefferson County Veterans Treatment Court to be administered by the Office of Community Services & Workforce Development in partnership with the University of Alabama at Birmingham.

WHEREAS, the Jefferson County Commission authorized that the Office of Community Services & Workforce Development to accept the U.S. Department of Justice (DOJ) for Jefferson County Veterans Treatment for the amount of \$166,402.00 annually between 9/30/2020 and 9/30/2023 for a total award of \$499,206.00 (CDFA 16.585).

THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute the contract between Jefferson County, Alabama and UAB, for the Jefferson County Family Wellness Court not to exceed the maximum amount of \$137,689 for year one and each subsequent year up to the maximum amount of \$460,458 over the total project subject to DOJ's renewal and funding of the award annually with a final completion date of all services under this Contract of September 30, 2023.

ADOPTED:

Office of Community Services & Workforce Development

Resolution for the Commission President be authorized to execute the contract between Jefferson County, Alabama and UAB, for the Jefferson County Veterans Treatment Court not to exceed the maximum amount of \$137,689 for year one and each subsequent year up to the maximum amount of \$460,458 over the total project subject to DOJ's renewal and funding of the award annually with a final completion date of all services under this Contract of September 30, 2023.



Department of Justice (DOJ)

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

Mr. James Stephens
Jefferson County, Alabama
716 Richard Arrington Jr. Blvd. N. Ste. A430
Birmingham, AL 35203-0124

Dear Mr. Stephens:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by Jefferson County, Alabama for an award under the OJP funding opportunity entitled "Adult Drug Court and Veterans Treatment Courts: Veterans Treatment Courts." The approved award amount is \$499,206. These funds are for the project entitled Jefferson County VTC Enhancement Program.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should Jefferson County, Alabama accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Kerri Vitalo-Logan, Program Manager at (202) 353-9074; and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at ask.ocfo@usdoj.gov.

We look forward to working with you.

Sincerely,

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Encl.



Department of Justice (DOJ)

Office of Justice Programs

Office of Civil Rights

9.D.2.b

Washington, DC 20531

Mr. James A. Stephens
Jefferson County, Alabama
716 Richard Arrington Jr. Blvd. N. Ste. A430
Birmingham, AL 35203-0124

Dear Mr. Stephens:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

Attachment: GMS Award Package - 2020-VC-BX-0053-00_DOJ-FW-GMS-WORK-AWARD AW-38826 (2021-349 : UAB Jefferson County Veterans Treatment Court

 <p>Department of Justice (DOJ) Office of Justice Programs Bureau of Justice Assistance</p>		Grant		PAGE 1 OF 15			
1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Jefferson County, Alabama 716 Richard Arrington Jr. Blvd. N. Ste. A430 Birmingham, AL 35203-0124		4. AWARD NUMBER: 2020-VC-BX-0053					
		5. PROJECT PERIOD: FROM 10/01/2020 TO 09/30/2023 BUDGET PERIOD: FROM 10/01/2020 TO 09/30/2023					
		6. AWARD DATE		7. ACTION Initial			
2a. GRANTEE IRS/VENDOR NO. 636001580		8. SUPPLEMENT NUMBER 00					
2b. GRANTEE DUNS NO. 105474279		9. PREVIOUS AWARD AMOUNT \$ 0					
3. PROJECT TITLE Jefferson County VTC Enhancement Program		10. AMOUNT OF THIS AWARD \$ 499,206					
		11. TOTAL AWARD \$ 499,206					
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).							
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY20(BJA - Veterans Treatment Courts) Pub. L. No. 116-93, 133 Stat 2317, 2409							
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.585 - Drug Court Discretionary Grant Program							
15. METHOD OF PAYMENT GPRS							
		AGENCY APPROVAL					
		GRANTEE ACCEPTANCE					
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL James A. Stephens Commission President					
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL		19A. DATE			
<div style="display: flex; justify-content: space-between;"> <div></div> <div>AGENCY USE ONLY</div> <div></div> </div>							
20. ACCOUNTING CLASSIFICATION CODES		21. VVCUGT2639					
FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	REG.	SUB.	POMS	AMOUNT
X	B	VC	80	00	00		499206

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

Attachment: GMS Award Package - 2020-VC-BX-0053-00 DOJ-FW-GMS-WORK-AWARD AW-38826 (2021-349 : UAB Jefferson County Veterans Treatment Court DOJ



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SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



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SPECIAL CONDITIONS

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.



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5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.



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8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



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9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



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any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



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13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



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14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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SPECIAL CONDITIONS

27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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SPECIAL CONDITIONS

28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2020-VC-BX-0053 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

32. Verification and updating of recipient contact information

The recipient must verify its Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.



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33. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
34. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.
35. Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (<https://grants.ojp.usdoj.gov>), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (<https://bjapmt.ojp.gov/>). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.
36. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.
37. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.
38. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



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39. Regarding medication-assisted treatment (MAT), the award recipient understands and agrees to the following: 1) all clients in a BJA-funded drug court have a right to access MAT under the care and prescription of a physician to the extent MAT is clinically indicated; 2) BJA-funded drug courts must not deny any eligible client enrollment to the drug court program because of their use of FDA-approved medications for the treatment of substance abuse; 3) MAT must be permitted to be continued for as long as the prescriber determines that the FDA-approved medication is clinically beneficial; 4) while under no circumstances can a BJA-funded drug court program deny access to MAT under the care and prescription of a physician when it is clinically indicated, a judge retains judicial discretion to mitigate/reduce the risk of abuse, misuse, or diversion of these medications; and 5) federal funds shall not be used to support activities that violate the Controlled Substances Act, 21 U.S.C. §§ 801-904.
40. All BJA-funded adult drug courts must be operated based on the 10 key components for drug courts, which are found in BJA's and National Association of Drug Court Professionals' (NADCP) publication: Defining Drug Courts: The Key Components at <https://www.ncjrs.gov/pdffiles1/bja/205621.pdf>. During the grant period of performance, if BJA concludes that a funded drug court is not conforming to the 10 key components, it retains the right to place the award recipient on a corrective action plan to bring the drug court into conformance. Continued failure to maintain conformance to the key components may result in a hold placed on award funds or suspension/termination of the grant award agreement.
41. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.
42. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the required application attachment(s) and has issued a Grant Adjustment Notice (GAN) releasing this special condition.

**Department of Justice (DOJ)**

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File


From: Orbin Terry, NEPA Coordinator

Subject: Categorical Exclusion for Jefferson County, Alabama

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- (1) New construction.
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
- (3) A renovation that will change the basic prior use of a facility or significantly change its size.
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.
- (5) Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

 <div>Department of Justice (DOJ) Office of Justice Programs Bureau of Justice Assistance</div>		<div>GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY</div> <div>Grant</div>	
		PROJECT NUMBER 2020-VC-BX-0053	PAGE 1 OF 1
This project is supported under FY20(BJA - Veterans Treatment Courts) Pub. L. No. 116-93, 133 Stat 2317, 2409			
1. STAFF CONTACT (Name & telephone number) Kerri Vitalo-Logan (202) 353-9074		2. PROJECT DIRECTOR (Name, address & telephone number) Nathan Salter Project Director 716 Richard Arrington Jr. Blvd. North Birmingham, AL 35203 (205) 325-5761 ext.1908	
3a. TITLE OF THE PROGRAM Adult Drug Court and Veterans Treatment Courts: Veterans Treatment Courts		3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)	
4. TITLE OF PROJECT Jefferson County VTC Enhancement Program			
5. NAME & ADDRESS OF GRANTEE Jefferson County, Alabama 716 Richard Arrington Jr. Blvd. N. Ste. A430 Birmingham, AL 35203-0124		6. NAME & ADDRESS OF SUBGRANTEE	
7. PROGRAM PERIOD FROM: 10/01/2020 TO: 09/30/2023		8. BUDGET PERIOD FROM: 10/01/2020 TO: 09/30/2023	
9. AMOUNT OF AWARD \$ 499,206		10. DATE OF AWARD	
11. SECOND YEAR'S BUDGET		12. SECOND YEAR'S BUDGET AMOUNT	
13. THIRD YEAR'S BUDGET PERIOD		14. THIRD YEAR'S BUDGET AMOUNT	
15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse) The Bureau of Justice Assistance (BJA) FY20 Adult Drug Court (ADC) and Veterans Treatment Court (VTC) Discretionary Grant Program provides financial and technical assistance to states, state courts, local courts, units of local government, and federally recognized Indian tribal governments to implement and enhance the operations of adult drug courts and veterans treatment courts. BJA's ADC/VTC Program supports efforts by state, local, and tribal courts to address the needs of individuals in the criminal justice system with substance abuse issues. The focus is to reduce opioid, stimulant, and substance abuse. BJA allows award recipients to implement or enhance the most appropriate drug court model to accommodate the needs and available resources of their jurisdictions, so long as the model conforms to the 10 key components and the evidence-based program principles in the nationally-recognized drug court standards. The grant recipient has an operational Veterans Treatment Court serving its jurisdiction that conforms to the 10 key components, and it will be using BJA funds to enhance specific elements of the court. Funding will be used to scale up the veterans treatment court program's capacity; provide access to or enhance treatment			

capacity or other critical support services; enhance court operations; expand or enhance court services; or improve the quality and/or intensity of services based on needs assessments. CA/NCF

STATE OF ALABAMA)
JEFFERSON COUNTY)

AGREEMENT
Grant Number 2020-VC-BX-0053

THIS AGREEMENT entered into upon approval by the Jefferson County Commission, by and between **Jefferson County, Alabama, hereinafter** called “the County”, and **the Board of Trustees of the University of Alabama, for the University of Alabama at Birmingham, hereinafter** called “the Contractor”. The effective date of this agreement shall be October 1, 2020.

WHEREAS, the County desires to contract for Jefferson County Veteran Treatment Court services; and

WHEREAS, the Contractor desires to furnish said services to the County;

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

1. **ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. **SCOPE OF SERVICES:**
The Contractor shall provide the following services to the Jefferson County Commission on an as needed basis:
 - Strengthen for Jefferson County Veteran Treatment Court services through enhancements include adding a case manager and a peer recovery specialist to the existing VTC. Coordination of care during and after the VTC, and the development of a long-term support system, is essential to supporting recovery. Recovery is directly tied to reduced recidivism.
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:**
The Contractor shall be available to render services to the County beginning on the effective date of this Contract. The initial completion date of all services under this Contract is September 30, 2021 and shall renew annually subject to DOJ’s annual renewal and funding of the award with a final completion date of all services under this Contract of September 30, 2023. The Contractor shall be responsible for providing \$55,490.00 in eligible match for year one and each subsequent year up to the minimum amount of \$166,470.00.
4. **COMPENSATION:** The Contractor shall be compensated for services rendered under the terms and conditions of this contract not to exceed the maximum amount of \$137,689.00 for year one and each subsequent year up to the maximum amount of \$460,458.00 over the total project subject to DOJ’s annual renewal and funding of the

award. Compensation shall be allocated as specified in Attachment A which is made a part of this agreement by reference. The Contractor will submit a monthly itemized invoice adjusted for services not actually provided by the 15th day of the following month. All funds paid under the terms of this Agreement shall be on a reimbursement basis for eligible expenditures incurred beginning with the effective date of this Agreement. Requests for reimbursement shall be submitted on forms furnished by the COUNTY. All requests for payment shall be submitted together with supporting documentation such as invoices, method of calculating charges, bills, statements, contracts or other documentation that shall support the payment request. ***Funds for this will be paid from a grant to Jefferson County Commission from the Department of Justice. Requests for payments will be processed for payment upon receipt of invoice and appropriate supporting documentation.***

The Contractor shall be responsible for providing \$55,490.00 in eligible match for year one and each subsequent year up to the minimum amount of \$166,470.00. The Contractor will submit a monthly itemized report of match by the 15th day of the following month. All match attributed under the terms of this Agreement shall be for eligible expenditures incurred beginning with the effective date of this Agreement. Requests for reimbursement must be accompanied by the requisite match on forms furnished by the COUNTY. All requests for payment shall be submitted together with supporting documentation such as invoices, method of calculating charges, bills, statements, contracts or other documentation that shall support the match provided at the required match rate of roughly 40.3% for the first year and 34.4% in the second and third years.

5. **ASSIGNMENT:** No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Contractor to subcontract (assign) any portion of this contract, the Contractor will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Contractor must maintain a continuous effective business relationship with the sub-contractor(s) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.
6. **GOVERNING LAW/DISPUTE RESOLUTION:** The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement 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.
7. **STATEMENT OF CONFIDENTIALITY:** Contractor agrees that any information accessed or gained in performance of those duties will 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 required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.

8. **INDEPENDENT CONTRACTOR:** The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.

9. **NON-DISCRIMINATION POLICY:** The Jefferson County Commission is strongly committed to equal opportunity in solicitation of ITB's and RFP's. The County encourages bidders and proposers to share this commitment. Each bidder submitting a proposal agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate against any person otherwise qualified solely because of race, creed, sex, national origin or disability. (Sign attached Jefferson County's Alabama Equal Employment Opportunity Certification Form).

10. **MISCELLANEOUS REQUIREMENTS:** Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.

11. **TERMINATION OF CONTRACT:** This contract may be terminated by either party with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.

12. **LIABILITY:**
 - A. The Contractor shall not, without prior written permission of the **COUNTY** specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the **COUNTY**.

UAB, a division of The Board of Trustees of the University of Alabama, a state agency, cannot waive immunity conferred by Ala. Const. Art 1§ 14. The exclusive forum in which a claim can be asserted against UAB is the State of Alabama Board of Adjustment. UAB maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by UAB. UAB has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the state treasury.

 - B. The County and UAB recognize that, in order for professional liability coverage to be provided for activities pursuant to this Agreement, it is necessary for each to have access to normal investigation information for specific incidents which may give rise to a claim being filed against either party. Therefore, each party shall notify the other of such events and each party agrees to cooperate with the other in investigation and/or processing of such incidents and/or claims.

13. **NOTICES:** Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Contract 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:

Jefferson County Commission
 Department of Community Services & Workforce Development
 C/O Grants Administrator
 716 Richard Arrington Blvd. North, Suite A-430
 Birmingham, AL 35203

University of Alabama at Birmingham
 Department of Psychiatry and Neurobiology
 C/O Associate Director
 530 Beacon Parkway West, Suite 301
 Birmingham, AL 35209

14. **AMENDMENT OF AGREEMENT:** This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.
15. **INSURANCE:** The University, an agency of the State of Alabama, agrees to be responsible for any and all third-party claims that arise as a result of negligent acts and omissions of UAB, its officers, employees and agents in the performance of the work that is the subject of this agreement. UAB maintains a formal self-insurance program to cover claims against the Institution and its employees, with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate

(Note* UAB, a division of the Board of Trustees of The University of Alabama, a state agency, cannot waive immunity conferred by Ala. Const. Article 1 & 14. The exclusive forum in which a claim can be asserted against UAB is the State of Alabama Board of Adjustment. UAB maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by UAB. UAB has no insurance coverage applicable to third-party acts. Omissions or claims and can undertake no obligation that might create a debt on the State Treasury. UAB is a state agency and is not subject to the Workmen's Compensation Act. UAB maintains equivalent on the job coverage and a long-term disability program.)

16. **HOLD HARMLESS AND INDEMNIFICATION:** UAB is a state institution and is constrained by Alabama State Law in its ability to indemnify and hold harmless another

entity. The exclusive forum in which a claim can be asserted against UAB is the State of Alabama Board of Adjustment. UAB maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by UAB. UAB has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury.

17. **COUNTY FUNDS PAID:** Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant 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 or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the contractor nor 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 County 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 any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as 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 Contractor shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

18. **Statement of Compliance with Alabama Code Section 31-13-9.** 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.*
20. **ADHERENCE TO SPECIAL CONDITIONS:** The contractor agrees to adhere to the Special Conditions in the Grant Award and Award Continuation Sheet that is in Attachment B.

*Notwithstanding the above, the Board of Trustees of the University of Alabama, whether acting as the University of Alabama at Birmingham, the University of Alabama Hospital, the University of Alabama School of Medicine, the University of Alabama School of Dentistry, or the University of Alabama School of Optometry, cannot waive immunity conferred by Ala. Const. Art. I § 14. Nothing herein shall be construed as a waiver of that immunity.

JEFFERSON COUNTY, ALABAMA
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION FORM

Contractor/Vendor Name: Board of Trustees of the University of Alabama, for the University of Alabama At Birmingham

Address: 1720 2nd Avenue South, AB 1170
Birmingham, AL 35294-0111

The Contractor acknowledges receipt of Jefferson County's Equal Employment Opportunity Contractor Compliance Administrative Order and certifies that it is an equal opportunity employer and agrees to the requirements of the Policy and the Equal Employment Opportunity Clause therein. It further certifies that it will require all subcontractors to execute an Equal Employment Opportunity statement and certification of compliance in accordance with Jefferson County Administrative Order 08-4 as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status pursuant to the provisions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 1981, 1983, 1986 and all amendments thereto relative to discriminatory employment practices. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. In the event of the Contractor's non-compliance with the equal employment opportunity clause of this contract, this contract may not be awarded or may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further County contracts.
3. The Contractor will include the provisions of paragraph (1) in every subcontract or purchase order.
4. The Contractor shall certify to the County its compliance with this policy prior to receipt of any contract or business with the County.

The Contractor will furnish to the County, upon request, reports, notices, policies and/or information certifying compliance with this policy.

In the event of the Contractor's non-compliance with the equal employment opportunity clause of this contract, this contract may not be awarded or may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further County contracts.

01/24/2021

Date



Signature

Melinda T. Cotten
Associate VP, Research Business Operations

IN WITNESS WHEREOF, the Parties have here
presents to be executed by their duly authorized representative.

CONTRACTOR:

JEFFERSON COUNTY, ALABAMA



Signature

Melinda T. Cotten
Associate VP, Research Business Operations

01/24/2021

Date

Signature

James A. Stephens, President
Jefferson County Commission

Date

Attachment: UAB Contract for DOJ 2020-VC-BX-0053 UAB Signed (2021-349 : UAB Jefferson County Veterans Treatment Court DOJ 2020-VC-

ATTACHMENT A

CONTRACTS - Year 1

Federal Request

University of Alabama at Birmingham, Department of Psychiatry, Substance Abuse Division

Name/Title	Annual Salary	Rate	Time Worked	FTE	Amount
Mindy Strevy, Project Manager II	\$ 65,137	yearly	10 months	5%	\$ 2,714
Bailey Davis, Director Community Justice	\$ 79,383	yearly	10 months	5%	\$ 3,308
John Dantzler, Executive Director	\$ 167,171	yearly	10 months	4%	\$ 5,572
Mason Henderson, Researcher III	\$ 48,911	yearly	10 months	3%	\$ 1,223
Christina Cenczyk - Researcher V	\$ 65,725	yearly	10 months	2%	\$ 1,095
TBD, Case Manager	\$ 42,000	yearly	10 months	100%	\$ 35,000
TBD, Peer Recovery Specialist	\$ 35,000	yearly	10 months	100%	\$ 29,167
					\$ 78,079

Benefits	Annual Salary	Benefits	Amount
Mindy Strevy, Project Manager II	\$ 2,714	32.8%	\$ 890
Bailey Davis, Director Community Justice	\$ 3,308	32.8%	\$ 1,085
John Dantzler, Executive Director	\$ 5,572	28.2%	\$ 1,571
Mason Henderson, Researcher III	\$ 1,223	32.8%	\$ 401
Christina Cenczyk - Researcher V	\$ 1,095	32.8%	\$ 359
TBD, Case Manager	\$ 35,000	32.8%	\$ 11,480
TBD, Peer Recovery Specialist	\$ 29,167	32.8%	\$ 9,567
			\$ 25,354

Travel		Cost	# of people	# days or nights	Total
BJA mandatory training	Airfare	\$ 450.00	2		\$ 900
	Meals	\$ 76.00	2	4	\$ 608
	Lodging	\$ 256.00	2	3	\$ 1,536
	Local Travel	\$ 100.00	2		\$ 200
					\$ 3,244
<u>Supplies</u>					
2 Dell OptiPlex 5060 Laptops + Printer @ \$1,000	Laptops for PRSS and Case Manager				\$ 2,000
Supplies	\$60	10			\$ 600
					\$ 2,600
<u>Contractual</u>					
None					\$ -
<u>Other</u>					
None					\$ -
				Total Direct	\$ 109,276
Indirect Costs	26%				\$ 28,412
TOTAL CONTRACTS					\$ 137,689

The University of Alabama at Birmingham will serve as a subawardee. Mindy Strevy will serve as the Project Coordinator and will provide oversight for day-to-day project operations. Bailey Davis will supervise the Project Coordinator. Dr. John Dantzer, Christina Cenczyk and Mason Henderson will serve as the action research team. One new Peer Recovery Support Specialist and one new case manager will be hired to provide recovery services and case management to the VTC participants. New personnel are budgeted for 10 months in year 1 to account for delayed hiring. The personnel costs and fringe benefit for staff are based on existing HR rates and are detailed above. Laptops, printers, and supplies for the new peer recovery support specialist and case manager are also included in the budget, will be used to support project-related duties, and are based on costs in past projects. Travel cost for two staff is budgeted for the required trainings. UAB Birmingham's approved indirect rate is 26%.



Department of Justice (DOJ)

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

Mr. James Stephens
Jefferson County, Alabama
716 Richard Arrington Jr. Blvd. N. Ste. A430
Birmingham, AL 35203-0124

Dear Mr. Stephens:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by Jefferson County, Alabama for an award under the OJP funding opportunity entitled "Adult Drug Court and Veterans Treatment Courts: Veterans Treatment Courts." The approved award amount is \$499,206. These funds are for the project entitled Jefferson County VTC Enhancement Program.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should Jefferson County, Alabama accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Kerri Vitalo-Logan, Program Manager at (202) 353-9074; and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at ask.ocfo@usdoj.gov.

We look forward to working with you.

Sincerely,

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Encl.

Attachment: UAB Contract for DOJ 2020-VC-BX-0053 UAB Signed (2021-349 : UAB Jefferson County Veterans Treatment Court DOJ 2020-VC-



Department of Justice (DOJ)

Office of Justice Programs

Office of Civil Rights

Washington, DC 20531

Mr. James A. Stephens
Jefferson County, Alabama
716 Richard Arrington Jr. Blvd. N. Ste. A430
Birmingham, AL 35203-0124

Dear Mr. Stephens:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.



If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

 <p>Department of Justice (DOJ) Office of Justice Programs Bureau of Justice Assistance</p>		Grant		PAGE 1 OF 15	
1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Jefferson County, Alabama 716 Richard Arrington Jr. Blvd. N. Ste. A430 Birmingham, AL 35203-0124		4. AWARD NUMBER: 2020-VC-BX-0053 5. PROJECT PERIOD: FROM 10/01/2020 TO 09/30/2023 BUDGET PERIOD: FROM 10/01/2020 TO 09/30/2023			
2a. GRANTEE IRS/VENDOR NO. 636001580		8. SUPPLEMENT NUMBER 00		7. ACTION Initial	
2b. GRANTEE DUNS NO. 105474279		9. PREVIOUS AWARD AMOUNT \$ 0			
3. PROJECT TITLE Jefferson County VTC Enhancement Program		10. AMOUNT OF THIS AWARD \$ 499,206			
		11. TOTAL AWARD \$ 499,206			
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).					
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY20(BJA - Veterans Treatment Courts) Pub. L. No. 116-93, 133 Stat 2317, 2409					
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.585 - Drug Court Discretionary Grant Program					
15. METHOD OF PAYMENT GPRS					
AGENCY APPROVAL			GRANTEE ACCEPTANCE		
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General			18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL James A. Stephens Commission President		
17. SIGNATURE OF APPROVING OFFICIAL 			19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL		19A. DATE
AGENCY USE ONLY					
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X B VC 80 00 00 499206			21. VVCUGT2639		

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

Attachment: UAB Contract for DOJ 2020-VC-BX-0053 UAB Signed (2021-349 : UAB Jefferson County Veterans Treatment Court DOJ 2020-VC-



Department of Justice (DOJ)
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PROJECT NUMBER 2020-VC-BX-0053

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SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



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SPECIAL CONDITIONS

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.



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SPECIAL CONDITIONS

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.



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8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



Department of Justice (DOJ)
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9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



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SPECIAL CONDITIONS

any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



Department of Justice (DOJ)
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13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



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14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2020-VC-BX-0053 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

32. Verification and updating of recipient contact information

The recipient must verify its Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.



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33. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

34. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

35. Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (<https://grants.ojp.usdoj.gov>), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (<https://bjapmt.ojp.gov/>). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.

36. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

37. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

38. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



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39. Regarding medication-assisted treatment (MAT), the award recipient understands and agrees to the following: 1) all clients in a BJA-funded drug court have a right to access MAT under the care and prescription of a physician to the extent MAT is clinically indicated; 2) BJA-funded drug courts must not deny any eligible client enrollment to the drug court program because of their use of FDA-approved medications for the treatment of substance abuse; 3) MAT must be permitted to be continued for as long as the prescriber determines that the FDA-approved medication is clinically beneficial; 4) while under no circumstances can a BJA-funded drug court program deny access to MAT under the care and prescription of a physician when it is clinically indicated, a judge retains judicial discretion to mitigate/reduce the risk of abuse, misuse, or diversion of these medications; and 5) federal funds shall not be used to support activities that violate the Controlled Substances Act, 21 U.S.C. §§ 801-904.
40. All BJA-funded adult drug courts must be operated based on the 10 key components for drug courts, which are found in BJA's and National Association of Drug Court Professionals' (NADCP) publication: Defining Drug Courts: The Key Components at <https://www.ncjrs.gov/pdffiles1/bja/205621.pdf>. During the grant period of performance, if BJA concludes that a funded drug court is not conforming to the 10 key components, it retains the right to place the award recipient on a corrective action plan to bring the drug court into conformance. Continued failure to maintain conformance to the key components may result in a hold placed on award funds or suspension/termination of the grant award agreement.
41. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.
42. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the required application attachment(s) and has issued a Grant Adjustment Notice (GAN) releasing this special condition.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance


Washington, D.C. 20531

Memorandum To: Official Grant File
From: Orbin Terry, NEPA Coordinator
Subject: Categorical Exclusion for Jefferson County, Alabama

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- (1) New construction.
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
- (3) A renovation that will change the basic prior use of a facility or significantly change its size.
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.
- (5) Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

 <p>Department of Justice (DOJ) Office of Justice Programs Bureau of Justice Assistance</p>	<p align="center">GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY</p> <p align="center">Grant</p>	
	<p>PROJECT NUMBER 2020-VC-BX-0053</p>	<p>PAGE 1 OF 1</p>
<p>This project is supported under FY20(BJA - Veterans Treatment Courts) Pub. L. No. 116-93, 133 Stat 2317, 2409</p>		
<p>1. STAFF CONTACT (Name & telephone number)</p> <p>Kerri Vitalo-Logan (202) 353-9074</p>	<p>2. PROJECT DIRECTOR (Name, address & telephone number)</p> <p>Nathan Salter Project Director 716 Richard Arrington Jr. Blvd. North Birmingham, AL 35203 (205) 325-5761 ext.1908</p>	
<p>3a. TITLE OF THE PROGRAM</p> <p>Adult Drug Court and Veterans Treatment Courts: Veterans Treatment Courts</p>		<p>3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)</p>
<p>4. TITLE OF PROJECT</p> <p>Jefferson County VTC Enhancement Program</p>		
<p>5. NAME & ADDRESS OF GRANTEE</p> <p>Jefferson County, Alabama 716 Richard Arrington Jr. Blvd. N. Ste. A430 Birmingham, AL 35203-0124</p>	<p>6. NAME & ADDRESS OF SUBGRANTEE</p>	
<p>7. PROGRAM PERIOD</p> <p>FROM: 10/01/2020 TO: 09/30/2023</p>	<p>8. BUDGET PERIOD</p> <p>FROM: 10/01/2020 TO: 09/30/2023</p>	
<p>9. AMOUNT OF AWARD</p> <p>\$ 499,206</p>	<p>10. DATE OF AWARD</p>	
<p>11. SECOND YEAR'S BUDGET</p>	<p>12. SECOND YEAR'S BUDGET AMOUNT</p>	
<p>13. THIRD YEAR'S BUDGET PERIOD</p>	<p>14. THIRD YEAR'S BUDGET AMOUNT</p>	
<p>15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)</p> <p>The Bureau of Justice Assistance (BJA) FY20 Adult Drug Court (ADC) and Veterans Treatment Court (VTC) Discretionary Grant Program provides financial and technical assistance to states, state courts, local courts, units of local government, and federally recognized Indian tribal governments to implement and enhance the operations of adult drug courts and veterans treatment courts. BJA's ADC/VTC Program supports efforts by state, local, and tribal courts to address the needs of individuals in the criminal justice system with substance abuse issues. The focus is to reduce opioid, stimulant, and substance abuse. BJA allows award recipients to implement or enhance the most appropriate drug court model to accommodate the needs and available resources of their jurisdictions, so long as the model conforms to the 10 key components and the evidence-based program principles in the nationally-recognized drug court standards.</p> <p>The grant recipient has an operational Veterans Treatment Court serving its jurisdiction that conforms to the 10 key components, and it will be using BJA funds to enhance specific elements of the court. Funding will be used to scale up the veterans treatment court program's capacity; provide access to or enhance treatment</p>		

OJP FORM 4000/2 (REV. 4-88)

capacity or other critical support services; enhance court operations; expand or enhance court services; or improve the quality and/or intensity of services based on needs assessments. CA/NCF



Personnel Board of Jefferson County
The foundation of your Merit System Career

Independent Contractor Submission Form (ICSF)

Pursuant to Rule 11.4 of the Rules and Regulations of the Personnel Board of Jefferson County, appropriate documentation and a copy of the contract must be provided with the submission of this form. If sufficient information is not received, the Board may request additional documentation, return the contract or recommend denial of the contract. Submission of this form simply allows the Board to begin the Independent Contractor Review process and does not imply that information is all inclusive or that a contract will be approved. Questions should be directed to classandcomp@pbjcal.org. **NOTE:** If a contract is, in accordance with Policy 2015-002 of the Personnel Board, related to the construction of viaducts, bridges, streets, sewers, canals, public building or public utilities, then the contract is exempt from Personnel Board review.

Requesting Department: _____ Contractor's Name: _____
 Contract Amount: _____ Contract Term (in years): _____
 Contract Start Date: Following Commission/Council Approval ☐ OR, the Actual Date: _____
 Is this a new contract, a renewal, or an amendment? New ☐ Renewal ☐ Amendment ☐
 If this is a new contract, how many options to renew are included? 1 ☐ 2 ☐ 3 ☐ Other ☐
 If this is a renewal, on what date was the original contract approved by the Personnel Board? _____
 If this is a renewal, OR, if a contract has been executed with this contractor in the past,
 what was the termination date of the contract or last renewal? _____

NATURE OF THE CONTRACT

1. In "layman's terms" please provide a brief summary of the contract and the services to be performed. Please include the purpose of the contract, why an independent contractor is needed, and any helpful background information.

RATIONALE AND SUPPORTING INFORMATION

2. Does this contract contain a staffing component? Yes ☐ *No ☐
 *If the contract does not include a staffing component (for example, the contract is to purchase software, and Merit System employees will install the software), then submission of the contract to the Personnel Board for review is not necessary.
3. Does the staffing component of this contract overlap with work performed by any Merit System job classification(s)?
☐ Yes, but there are extenuating circumstances that must be considered (please describe them below):
☐ No (please clarify below how they are different):

4. Please indicate whether the staffing component of the work in this contract is:
 Please note this does not refer to the term of the contract, but to the nature of the work being performed through the contract.

- ☐ Continuous (the work to be performed is expected to continue indefinitely).
☐ Temporary* (the work to be performed is temporary in nature has a defined start and end date).

*If "Temporary," please indicate the start and end dates and explain the temporary nature of the work:

5. Regardless of whether the work to be contracted is continuous or temporary, please indicate whether the work is:

☐ Consistently performed (regardless of the amount of time needed to perform the work, the work must be performed on a reasonably regular basis).

☐ Sporadically performed* (the work is performed on an irregular, intermittent or limited basis as needed).

*If "Sporadically performed," please describe the sporadic nature of the work:

6. The work/service to be performed under this contract: (indicate most appropriate response)

☐ Has not been performed prior to the establishment of this contract.

☐ Has been performed previously through other contracts.

☐ Has been performed previously by Merit System employees.

7. Is this type of work customarily given by public sector agencies to independent contractors?

Yes* ☐ No ☐

*If "Yes," please provide the names of other public sector agencies that contract similar services.

8. Does the work to be performed through the contract require equipment and/or facilities not currently possessed by your City/County/Agency?

Yes* ☐ No ☐

*If "Yes," please indicate the type of equipment and/or facilities required and not possessed to perform the work.

9. Is it more cost effective to provide these services via a contract rather than with in-house staff and equipment?

Yes* ☐ No ☐

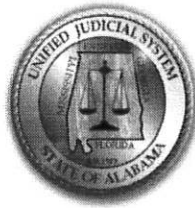
*If "Yes," please attach a thorough comparison between "in-house costs" and "contract costs" to support your assertion.

Form completed by (name): _____ Title: _____

Email: _____ Phone: _____

Jurisdiction (City/County/Agency): _____ Appointing Authority Signature: _____

Revised 5/5/2020



ADMINISTRATIVE OFFICE OF COURTS
300 Dexter Avenue
Montgomery, Alabama 36104-3741
(334) 954-5000

Tom Parker
Chief Justice

Rich Hobson
Administrative Director of Courts


March 3, 2021

Dr. Frederick L. Hamilton, Director
Human-Community Services and Economic Development
716 Richard Arrington Boulevard North
Birmingham, AL 35203-0115

Dear Dr. Hamilton:

Please accept this letter as verification that Jefferson County currently has one juvenile drug court and two family drug courts in the Birmingham Division. The jurisdiction also has one adult drug courts in the Birmingham Division and one adult drug court in the Bessemer Division. The Birmingham Division also has one veterans' treatment court and one mental health treatment court serving both divisions. The programs are administered by the UAB Treatment Alternatives for Safer Communities (TASC) in coordination with the designated judge and team.

Thank you,


Cary McMillan
Director, Family Court and Court Services Division
Administrative Office of Courts (AOC)

cc: Nathan Salter, Grans Administrator, JCC
Cheryl Plato-Bryant, State Coordinator, AOC
Mandi Hall, Assistant Director, Family Court Division, AOC
Donna Oates, Drug Court Specialist, AOC
Melinda Strevy, Project Manager, TASC

Attachment: AOC Letter DC Documentation 2021 (2021-349 : UAB Jefferson County Veterans Treatment Court DOJ 2020-VC-BX-0053)



Department of Justice (DOJ)

Date: 11/19/2020

Office of Justice Programs

Item# 6437 Resolution: 1203 Minute Book: 174, Page(s) 686

Office of the Assistant Attorney General

Washington, D.C. 20531

Mr. James Stephens
Jefferson County, Alabama
716 Richard Arrington Jr. Blvd. N. Ste. A430
Birmingham, AL 35203-0124

Dear Mr. Stephens:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by Jefferson County, Alabama for an award under the OJP funding opportunity entitled "Adult Drug Court and Veterans Treatment Courts: Veterans Treatment Courts." The approved award amount is \$499,206. These funds are for the project entitled Jefferson County VTC Enhancement Program.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should Jefferson County, Alabama accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Kerri Vitalo-Logan, Program Manager at (202) 353-9074; and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at ask.ocfo@usdoj.gov.

We look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Katharine T. Sullivan".

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Encl.

Attachment: 6437 DOJ 2020-VC-BX-0053 APPROVED (2021-349 : UAB Jefferson County Veterans Treatment Court DOJ 2020-VC-BX-0053)

**Department of Justice (DOJ)**

Office of Justice Programs

Office of Civil Rights

9.D.2.f

Washington, DC 20531

Mr. James A. Stephens
Jefferson County, Alabama
716 Richard Arrington Jr. Blvd. N. Ste. A430
Birmingham, AL 35203-0124

Dear Mr. Stephens:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst


Attachment: 6437 DOJ 2020-VC-BX-0053 APPROVED (2021-349 : UAB Jefferson County Veterans Treatment Court DOJ 2020-VC-BX-0053)

 <div>Department of Justice (DOJ) Office of Justice Programs Bureau of Justice Assistance</div>		Grant		PAGE 1 OF 15																	
1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Jefferson County, Alabama 716 Richard Arrington Jr. Blvd. N. Ste. A430 Birmingham, AL 35203-0124		4. AWARD NUMBER: 2020-VC-BX-0053																			
		5. PROJECT PERIOD: FROM 10/01/2020 TO 09/30/2023 BUDGET PERIOD: FROM 10/01/2020 TO 09/30/2023																			
		6. AWARD DATE		7. ACTION																	
2a. GRANTEE IRS/VENDOR NO. 636001580		8. SUPPLEMENT NUMBER 00		Initial																	
2b. GRANTEE DUNS NO. 105474279		9. PREVIOUS AWARD AMOUNT \$ 0																			
3. PROJECT TITLE Jefferson County VTC Enhancement Program		10. AMOUNT OF THIS AWARD \$ 499,206																			
		11. TOTAL AWARD \$ 499,206																			
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).																					
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY20(BJA - Veterans Treatment Courts) Pub. L. No. 116-93, 133 Stat 2317, 2409																					
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.585 - Drug Court Discretionary Grant Program																					
15. METHOD OF PAYMENT GPRS																					
[Redacted] AGENCY APPROVAL [Redacted]		[Redacted] GRANTEE ACCEPTANCE [Redacted]																			
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL James A. Stephens Commission President																			
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL DocuSigned by:  0EB868FC1C8C484...		11/20/2020 19. DATE																	
[Redacted] AGENCY USE ONLY [Redacted]																					
20. ACCOUNTING CLASSIFICATION CODES <table><thead><tr><th>FISCAL YEAR</th><th>FUND CODE</th><th>BUD. ACT.</th><th>DIV. OFC.</th><th>REG.</th><th>SUB.</th><th>POMS</th><th>AMOUNT</th></tr></thead><tbody><tr><td>X</td><td>B</td><td>VC</td><td>80</td><td>00</td><td>00</td><td></td><td>499206</td></tr></tbody></table>		FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	REG.	SUB.	POMS	AMOUNT	X	B	VC	80	00	00		499206	21. VVCUGT2639			
FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	REG.	SUB.	POMS	AMOUNT														
X	B	VC	80	00	00		499206														


OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)


Attachment: 6437 DOJ 2020-VC-BX-0053 APPROVED (2021-349 : UAB Jefferson County Veterans Treatment Court DOJ 2020-VC-BX-0053)

 <div>Department of Justice (DOJ) Office of Justice Programs Bureau of Justice Assistance</div>	AWARD CONTINUATION SHEET Grant	PAGE 2 OF 15
PROJECT NUMBER 2020-VC-BX-0053 AWARD DATE		
<p style="text-align: center;"><i>SPECIAL CONDITIONS</i></p> <p>1. Requirements of the award; remedies for non-compliance or for materially false statements</p> <p>The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.</p> <p>Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.</p> <p>By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.</p> <p>Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.</p> <p>Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).</p> <p>Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.</p>		

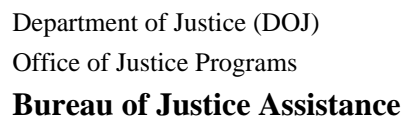
Attachment: 6437 DOJ 2020-VC-BX-0053 APPROVED (2021-349 : UAB Jefferson County Veterans Treatment Court DOJ 2020-VC-BX-0053)

 <div>Department of Justice (DOJ) Office of Justice Programs Bureau of Justice Assistance</div>	AWARD CONTINUATION SHEET Grant	PAGE 3 OF 15
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<p style="text-align: center;"><i>SPECIAL CONDITIONS</i></p> <p>2. Applicability of Part 200 Uniform Requirements</p> <p>The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.</p> <p>The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.</p> <p>For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.</p> <p>Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.</p> <p>In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.</p> <p>3. Compliance with DOJ Grants Financial Guide</p> <p>References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.</p> <p>4. Reclassification of various statutory provisions to a new Title 34 of the United States Code</p> <p>On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.</p> <p>Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.</p>		

Attachment: 6437 DOJ 2020-VC-BX-0053 APPROVED (2021-349 : UAB Jefferson County Veterans Treatment Court DOJ 2020-VC-BX-0053)

 <div>Department of Justice (DOJ) Office of Justice Programs Bureau of Justice Assistance</div>	AWARD CONTINUATION SHEET Grant	PAGE 4 OF 15
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<p style="text-align: center;"><i>SPECIAL CONDITIONS</i></p> <p>5. Required training for Point of Contact and all Financial Points of Contact</p> <p>Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.</p> <p>In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.</p> <p>A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://www.ojp.gov/training/fmts.htm. All trainings that satisfy this condition include a session on grant fraud prevention and detection.</p> <p>The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.</p> <p>6. Requirements related to "de minimis" indirect cost rate</p> <p>A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.</p> <p>7. Requirement to report potentially duplicative funding</p> <p>If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.</p>		

Attachment: 6437 DOJ 2020-VC-BX-0053 APPROVED (2021-349 : UAB Jefferson County Veterans Treatment Court DOJ 2020-VC-BX-0053)



**AWARD CONTINUATION
SHEET**

Grant

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AWARD DATE

SPECIAL CONDITIONS


The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.


The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).


Attachment: 6437 DOJ 2020-VC-BX-0053 APPROVED (2021-349 : UAB Jefferson County Veterans Treatment Court DOJ 2020-VC-BX-0053)

 <div>Department of Justice (DOJ) Office of Justice Programs Bureau of Justice Assistance</div>	AWARD CONTINUATION SHEET Grant	PAGE 6 OF 15
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<p style="text-align: center;"><i>SPECIAL CONDITIONS</i></p> <p>9. Employment eligibility verification for hiring under the award</p> <p>1. The recipient (and any subrecipient at any tier) must--</p> <p>A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).</p> <p>B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--</p> <p>(1) this award requirement for verification of employment eligibility, and</p> <p>(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.</p> <p>C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).</p> <p>D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.</p> <p>2. Monitoring</p> <p>The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.</p> <p>3. Allowable costs</p> <p>To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.</p> <p>4. Rules of construction</p> <p>A. Staff involved in the hiring process</p> <p>For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.</p> <p>B. Employment eligibility confirmation with E-Verify</p> <p>For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.</p> <p>C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.</p> <p>D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or</p>		


Attachment: 6437 DOJ 2020-VC-BX-0053 APPROVED (2021-349 : UAB Jefferson County Veterans Treatment Court DOJ 2020-VC-BX-0053)

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<p style="text-align: center;"><i>SPECIAL CONDITIONS</i></p> <p>any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.</p> <p>E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).</p> <p>Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.</p> <p>Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.</p> <p>10. Requirement to report actual or imminent breach of personally identifiable information (PII)</p> <p>The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.</p> <p>11. All subawards ("subgrants") must have specific federal authorization</p> <p>The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").</p> <p>The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.</p> <p>12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000</p> <p>The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).</p> <p>The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.</p>		

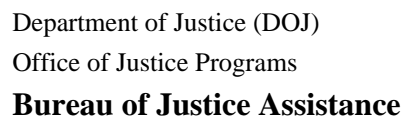
Attachment: 6437 DOJ 2020-VC-BX-0053 APPROVED (2021-349 : UAB Jefferson County Veterans Treatment Court DOJ 2020-VC-BX-0053)

 <div>Department of Justice (DOJ) Office of Justice Programs Bureau of Justice Assistance</div>	<div>AWARD CONTINUATION SHEET Grant</div>	PAGE 8 OF 15
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<div><i>SPECIAL CONDITIONS</i></div> <div>13. Unreasonable restrictions on competition under the award; association with federal government</div> <div>SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).</div> <div>1. No discrimination, in procurement transactions, against associates of the federal government</div> <div>Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.</div> <div>2. Monitoring</div> <div>The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.</div> <div>3. Allowable costs</div> <div>To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.</div> <div>4. Rules of construction</div> <div>A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.</div> <div>B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.</div>		

Attachment: 6437 DOJ 2020-VC-BX-0053 APPROVED (2021-349 : UAB Jefferson County Veterans Treatment Court DOJ 2020-VC-BX-0053)

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<p style="text-align: center;"><i>SPECIAL CONDITIONS</i></p> <p>14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)</p> <p>The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.</p> <p>The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.</p> <p>15. Determination of suitability to interact with participating minors</p> <p>SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.</p> <p>The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.</p> <p>The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.</p> <p>16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events</p> <p>The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.</p> <p>Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").</p> <p>17. Requirement for data on performance and effectiveness under the award</p> <p>The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.</p> <p>18. OJP Training Guiding Principles</p> <p>Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm.</p>		

Attachment: 6437 DOJ 2020-VC-BX-0053 APPROVED (2021-349 : UAB Jefferson County Veterans Treatment Court DOJ 2020-VC-BX-0053)



**AWARD CONTINUATION
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- ## 19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

- ## 20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."


23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.


Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.


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<p style="text-align: center;"><i>SPECIAL CONDITIONS</i></p> <p>24. Restrictions on "lobbying"</p> <p>In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)</p> <p>Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.</p> <p>Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.</p> <p>25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.</p> <p>26. Reporting potential fraud, waste, and abuse, and similar misconduct</p> <p>The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.</p> <p>Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).</p> <p>Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.</p>		

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 <div>Department of Justice (DOJ) Office of Justice Programs Bureau of Justice Assistance</div>	<div>AWARD CONTINUATION SHEET</div> <div>Grant</div>	PAGE 12 OF 15
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<div><i>SPECIAL CONDITIONS</i></div> <div>27. Restrictions and certifications regarding non-disclosure agreements and related matters</div> <div>No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.</div> <div>The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.</div> <div>1. In accepting this award, the recipient--</div> <div>a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and</div> <div>b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.</div> <div>2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--</div> <div>a. it represents that--</div> <div>(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and</div> <div>(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and</div> <div>b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.</div>		

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<p style="text-align: center;"><i>SPECIAL CONDITIONS</i></p> <p>28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)</p> <p>The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.</p> <p>The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.</p> <p>Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.</p> <p>29. Encouragement of policies to ban text messaging while driving</p> <p>Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.</p> <p>30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ</p> <p>If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.</p> <p>31. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2020-VC-BX-0053 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.</p> <p>32. Verification and updating of recipient contact information</p> <p>The recipient must verify its Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.</p>		



Department of Justice (DOJ)
Office of Justice Programs
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33. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

34. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

35. Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (<https://grants.ojp.usdoj.gov>), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (<https://bjapmt.ojp.gov/>). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.

36. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

37. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)


This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

38. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

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PROJECT NUMBER 2020-VC-BX-0053 AWARD DATE		
<p style="text-align: center;"><i>SPECIAL CONDITIONS</i></p> <p>39. Regarding medication-assisted treatment (MAT), the award recipient understands and agrees to the following: 1) all clients in a BJA-funded drug court have a right to access MAT under the care and prescription of a physician to the extent MAT is clinically indicated; 2) BJA-funded drug courts must not deny any eligible client enrollment to the drug court program because of their use of FDA-approved medications for the treatment of substance abuse; 3) MAT must be permitted to be continued for as long as the prescriber determines that the FDA-approved medication is clinically beneficial; 4) while under no circumstances can a BJA-funded drug court program deny access to MAT under the care and prescription of a physician when it is clinically indicated, a judge retains judicial discretion to mitigate/reduce the risk of abuse, misuse, or diversion of these medications; and 5) federal funds shall not be used to support activities that violate the Controlled Substances Act, 21 U.S.C. §§ 801-904.</p> <p>40. All BJA-funded adult drug courts must be operated based on the 10 key components for drug courts, which are found in BJA’s and National Association of Drug Court Professional’s (NADCP) publication: Defining Drug Courts: The Key Components at https://www.ncjrs.gov/pdffiles1/bja/205621.pdf. During the grant period of performance, if BJA concludes that a funded drug court is not conforming to the 10 key components, it retains the right to place the award recipient on a corrective action plan to bring the drug court into conformance. Continued failure to maintain conformance to the key components may result in a hold placed on award funds or suspension/termination of the grant award agreement.</p> <p>41. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.</p> <p>42. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the required application attachment(s) and has issued a Grant Adjustment Notice (GAN) releasing this special condition.</p>		

Attachment: 6437 DOJ 2020-VC-BX-0053 APPROVED (2021-349 : UAB Jefferson County Veterans Treatment Court DOJ 2020-VC-BX-0053)

**Department of Justice (DOJ)**

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File


From: Orbin Terry, NEPA Coordinator

Subject: Categorical Exclusion for Jefferson County, Alabama

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- (1) New construction.
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
- (3) A renovation that will change the basic prior use of a facility or significantly change its size.
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.
- (5) Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

 <div>Department of Justice (DOJ) Office of Justice Programs Bureau of Justice Assistance</div>		<div>GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY</div> <div>Grant</div>	
		PROJECT NUMBER 2020-VC-BX-0053	PAGE 1 OF 1
This project is supported under FY20(BJA - Veterans Treatment Courts) Pub. L. No. 116-93, 133 Stat 2317, 2409			
1. STAFF CONTACT (Name & telephone number) Kerri Vitalo-Logan (202) 353-9074		2. PROJECT DIRECTOR (Name, address & telephone number) Nathan Salter Project Director 716 Richard Arrington Jr. Blvd. North Birmingham, AL 35203 (205) 325-5761 ext.1908	
3a. TITLE OF THE PROGRAM Adult Drug Court and Veterans Treatment Courts: Veterans Treatment Courts			3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)
4. TITLE OF PROJECT Jefferson County VTC Enhancement Program			
5. NAME & ADDRESS OF GRANTEE Jefferson County, Alabama 716 Richard Arrington Jr. Blvd. N. Ste. A430 Birmingham, AL 35203-0124		6. NAME & ADDRESS OF SUBGRANTEE	
7. PROGRAM PERIOD FROM: 10/01/2020 TO: 09/30/2023		8. BUDGET PERIOD FROM: 10/01/2020 TO: 09/30/2023	
9. AMOUNT OF AWARD \$ 499,206		10. DATE OF AWARD	
11. SECOND YEAR'S BUDGET		12. SECOND YEAR'S BUDGET AMOUNT	
13. THIRD YEAR'S BUDGET PERIOD		14. THIRD YEAR'S BUDGET AMOUNT	
15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse) The Bureau of Justice Assistance (BJA) FY20 Adult Drug Court (ADC) and Veterans Treatment Court (VTC) Discretionary Grant Program provides financial and technical assistance to states, state courts, local courts, units of local government, and federally recognized Indian tribal governments to implement and enhance the operations of adult drug courts and veterans treatment courts. BJA's ADC/VTC Program supports efforts by state, local, and tribal courts to address the needs of individuals in the criminal justice system with substance abuse issues. The focus is to reduce opioid, stimulant, and substance abuse. BJA allows award recipients to implement or enhance the most appropriate drug court model to accommodate the needs and available resources of their jurisdictions, so long as the model conforms to the 10 key components and the evidence-based program principles in the nationally-recognized drug court standards. The grant recipient has an operational Veterans Treatment Court serving its jurisdiction that conforms to the 10 key components, and it will be using BJA funds to enhance specific elements of the court. Funding will be used to scale up the veterans treatment court program's capacity; provide access to or enhance treatment			

capacity or other critical support services; enhance court operations; expand or enhance court services; or improve the quality and/or intensity of services based on needs assessments. CA/NCF

Attachment: 6437 DOJ 2020-VC-BX-0053 APPROVED (2021-349 : UAB Jefferson County Veterans Treatment Court DOJ 2020-VC-BX-0053)

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Signature

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Signature Adoption: Pre-selected Style
Using IP Address: 67.59.213.1

Timestamp

Sent: 11/19/2020 12:35:34 PM

Viewed: 11/20/2020 7:49:55 AM

Signed: 11/20/2020 7:50:06 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

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Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

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Certified Delivery Events

Status

Timestamp

Carbon Copy Events

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Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

11/19/2020 12:35:34 PM

Certified Delivered

Security Checked

11/20/2020 7:49:55 AM

Signing Complete

Security Checked

11/20/2020 7:50:06 AM

Completed

Security Checked

11/20/2020 7:50:06 AM

Payment Events

Status

Timestamps

JEFFERSON COUNTY
CONTRACT COVER SHEET

Originating Department:	Department of Community Services and Workforce Development			BID:No	
Department Contact	Frederick Hamilton,			Phone Number:	
Contract Info#: 6904	Contract Name/ID: Royal Divintiy CARES Act (CD19-05W-CW-RD) Amendment #1 CV3/6904			Amount: \$783,484.50	
Date Start: 11/19/20		Contract Type: Expenditure			
Date End: 06/30/22					
CANCELLATION TERMS:	30 Days cancellation clause				
Funding Sources	Org Code: 25202000	Object: 520070		Grant Number: 24182	
For Expenditures:	Original Budget: \$1,843,492.00	Current Remaining: \$1,843,492.00		After Execution: \$1,060,007.50	
Contractor:	Royal Divinity				
Remittance Address:	4121 7 th Avenue, Birmingham, AL 35224				
Taxpayer ID#	N/A			Vendor ID# N/A	
Dept Contact Person:	Nathan Salter	Email:	saltn@jccal.org	Phone:	205-325-5761
Contractor Contact Person:	Charles Davis	Email:	rwotrainer@yahoo.com	Phone:	205-902-8739
Contract Description:	Resolution authorizing the Commission President to authorized, empowered and directed to award and execute Amendment #1 to the agreement between Jefferson County, Alabama and the Royal Divinity for the CDBG Public Services. The purpose of this Modification is to add an additional \$783,484.50 for allowable expenses in the existing contract. The amendment will be paid for through PY2019 CDBG-CV3 funds. All other terms and conditions of the contract shall remain the same.				
BID/RFP Number (if item/service was not bid, give detailed explanation)	N/A				
Payment Terms:	Per contract terms.				

RESOLUTION

WHEREAS, Jefferson County has received approval from the U.S. Department of Housing and Urban Development for its Program Year 2019 Action Plan; and

WHEREAS, Jefferson County has received approval from the U.S. Department of Housing and Urban Development for its amended Program Year 2019 Action Plan to include CARES Act funding (CV3); and

WHEREAS, the grant assistance received is \$1,843,492.00 for the Community Development Block Grant (CDBG) CARES Act (CV3) Program; and

WHEREAS, these funds will be utilized to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons; and

WHEREAS, these funds will be utilized to prevent, respond to, and prepare for the COVID-19;

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized, empowered and directed to award and execute Amendment #1 to the agreement between Jefferson County, Alabama and the Royal Divinity for the CDBG Public Services. The purpose of this Modification is to add an additional \$783,484.50 for allowable expenses in the existing contract. The amendment will be paid for through PY2019 CDBG-CV3 funds. All other terms and conditions of the contract shall remain the same

ADOPTED:



Independent Contractor Submission Form (ICSF)

Pursuant to Rule 11.4 of the Rules and Regulations of the Personnel Board of Jefferson County, appropriate documentation and a copy of the contract must be provided with the submission of this form. If sufficient information is not received, the Board may request additional documentation, return the contract or recommend denial of the contract. Submission of this form simply allows the Board to begin the Independent Contractor Review process and does not imply that information is all inclusive or that a contract will be approved. Questions should be directed to classandcomp@pbjcal.org. **NOTE:** If a contract is, in accordance with Policy 2015-002 of the Personnel Board, related to the construction of viaducts, bridges, streets, sewers, canals, public building or public utilities, then the contract is exempt from Personnel Board review.

Requesting Department: _____ Contractor's Name: _____
 Contract Amount: _____ Contract Term (in years): _____
 Contract Start Date: Following Commission/Council Approval ☐ OR, the Actual Date: _____
 Is this a new contract, a renewal, or an amendment? New ☐ Renewal ☐ Amendment ☐
 If this is a new contract, how many options to renew are included? 1 ☐ 2 ☐ 3 ☐ Other ☐
 If this is a renewal, on what date was the original contract approved by the Personnel Board? _____
 If this is a renewal, OR, if a contract has been executed with this contractor in the past,
 what was the termination date of the contract or last renewal? _____

NATURE OF THE CONTRACT

- In "layman's terms" please provide a brief summary of the contract and the services to be performed. Please include the purpose of the contract, why an independent contractor is needed, and any helpful background information.

RATIONALE AND SUPPORTING INFORMATION

- Does this contract contain a staffing component? Yes ☐ *No ☐
 *If the contract does not include a staffing component (for example, the contract is to purchase software, and Merit System employees will install the software), then submission of the contract to the Personnel Board for review is not necessary.
- Does the staffing component of this contract overlap with work performed by any Merit System job classification(s)?
☐ Yes, but there are extenuating circumstances that must be considered (please describe them below):
☐ No (please clarify below how they are different):

- Please indicate whether the staffing component of the work in this contract is:
 Please note this does not refer to the term of the contract, but to the nature of the work being performed through the contract.

- ☐ Continuous (the work to be performed is expected to continue indefinitely).
☐ Temporary* (the work to be performed is temporary in nature has a defined start and end date).

*If "Temporary," please indicate the start and end dates and explain the temporary nature of the work:

5. Regardless of whether the work to be contracted is continuous or temporary, please indicate whether the work is:
- ☐ Consistently performed (regardless of the amount of time needed to perform the work, the work must be performed on a reasonably regular basis).
- ☐ Sporadically performed* (the work is performed on an irregular, intermittent or limited basis as needed).
- *If "Sporadically performed," please describe the sporadic nature of the work:

-
6. The work/service to be performed under this contract: (indicate most appropriate response)

- ☐ Has not been performed prior to the establishment of this contract.
- ☐ Has been performed previously through other contracts.
- ☐ Has been performed previously by Merit System employees.

7. Is this type of work customarily given by public sector agencies to independent contractors?

Yes* ☐ No ☐

*If "Yes," please provide the names of other public sector agencies that contract similar services.

-
8. Does the work to be performed through the contract require equipment and/or facilities not currently possessed by your City/County/Agency?

Yes* ☐ No ☐

*If "Yes," please indicate the type of equipment and/or facilities required and not possessed to perform the work.

-
9. Is it more cost effective to provide these services via a contract rather than with in-house staff and equipment?

Yes* ☐ No ☐

*If "Yes," please attach a thorough comparison between "in-house costs" and "contract costs" to support your assertion.

Form completed by (name): _____ Title: _____

Email: _____ Phone: _____

Jurisdiction (City/County/Agency): _____ Appointing Authority Signature: _____

Revised 5/5/2020

County Manager Tony Petelos

Attached is a resolution authorizing the Commission President to authorized, empowered and directed to award and execute Amendment #1 to the agreement between Jefferson County, Alabama and the Royal Divinity for the CDBG Public Services. The purpose of this Modification is to add an additional \$783,484.50 for allowable expenses in the existing contract. The amendment will be paid for through PY2019 CDBG-CV3 funds. All other terms and conditions of the contract shall remain the same.

RESOLUTION

WHEREAS, Jefferson County has received approval from the U.S. Department of Housing and Urban Development for its Program Year 2019 Action Plan; and

WHEREAS, Jefferson County has received approval from the U.S. Department of Housing and Urban Development for its amended Program Year 2019 Action Plan to include CARES Act funding (CV3); and

WHEREAS, the grant assistance received is \$1,843,492.00 for the Community Development Block Grant (CDBG) CARES Act (CV3) Program; and

WHEREAS, these funds will be utilized to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons; and

WHEREAS, these funds will be utilized to prevent, respond to, and prepare for the COVID-19;

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized, empowered and directed to award and execute Amendment #1 to the agreement between Jefferson County, Alabama and the Royal Divinity for the CDBG Public Services. The purpose of this Modification is to add an additional \$783,484.50 for allowable expenses in the existing contract. The amendment will be paid for through PY2019 CDBG-CV3 funds. All other terms and conditions of the contract shall remain the same

ADOPTED:

CDBG Public Service (CARES Act-CV3)

Resolution authorizing the Commission President to authorized, empowered and directed to award and execute Amendment #1 to the agreement between Jefferson County, Alabama and the Royal Divinity for the CDBG Public Services. The purpose of this Modification is to add an additional \$783,484.50 for allowable expenses in the existing contract. The amendment will be paid for through PY2019 CDBG-CV3 funds. All other terms and conditions of the contract shall remain the same.

STATE OF ALABAMA)

JEFFERSON COUNTY)

AMENDMENT TO CONTRACT #2

This is an **Amendment to the Contract** by and Between **Jefferson County, Alabama** through the **Department of Community Services & Workforce Development**, hereinafter called "the County", and the **Royal Divinity**, hereinafter called "the Contractor" for grant allocation PY19. The effective date of this agreement shall be **November 19, 2020**.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract;

NOW, THEREFORE, in consideration of the above, the parties hereto agree as follows:

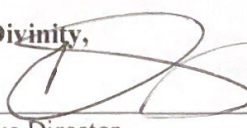
The contract between the parties which was approved by the Jefferson County Commission on

November 19, 2020, and in Minute Book 174, Page 688, is hereby amended as authorized by the original resolution as follows:

The purpose of this Modification is to add an additional \$783,484.50 for allowable expenses in the existing contract. The amendment will be paid for through PY2019 CDBG-CV3 funds. All other terms and conditions of the contract shall remain the same.

JEFFERSON COUNTY, AL

By: _____ Date: _____
Jimmie Stephens, Commission President

Royal Divinity,
By:  _____ Date: _____
Executive Director



U.S. Department of Housing and Urban
Development
451 Seventh Street, SW
Washington, DC 20410
www.hud.gov
espanol.hud.gov

9.D.3.d

**Environmental Review
for Activity/Project that is Exempt or
Categorically Excluded Not Subject to Section 58.5
Pursuant to 24 CFR 58.34(a) and 58.35(b)**

Project Information

Project Name: CDCV19-05W-CW-RD

HEROS Number: 900000010159178

State / Local Identifier:

Project Location: 4121 7th Ave, Birmingham, AL 35224

Additional Location Information:
N/A

Description of the Proposed Project [24 CFR 50.12 & 58.32; 40 CFR 1508.25]:

Royal Divinity, a nonprofit organization located in in Birmingham, AL serving Jefferson County, will be given funds for the rental of refrigerated trucks and pallets jacks; Food Purchases; Staff Salaries and Fringe including Drivers, Warehouse Workers, Case Managers, Warehouse Managers, Office Administrators, Clerical Team, and Dispatch; Utilities; and Fuel will be utilized to provide emergency food to eligible households. Eligible households must be documented as living within the Jefferson County CDBG Consortium (excluding Bessemer, Birmingham, Sumiton, and Helena) and must be documented as being Low- and Moderate-Income. Funds, estimated to be \$783,484.50, will be utilized for the above purposes.

Level of Environmental Review Determination

Activity / Project is Exempt per 24 CFR 58.34(a):
58.34(a)(4)

Funding Information

Grant Number	HUD Program	Program Name
CDCV19-05W-CW-RD	Community Planning and Development (CPD)	Community Development Block Grant CARES Act (CDBG-CV)

Estimated Total HUD Funded Amount: \$800,000.00

Estimated Total Project Cost [24 CFR 58.2 (a) (5)]: \$800,000.00

Attachment: CDCV19-05Q-CW-RD-CV3 ER Signature Page Non HEROS (2021-350 : Royal Divinity CARES Act (CD19-05W-CW-RD) Amendment

Mitigation Measures and Conditions [CFR 1505.2(c)]:

Summarized below are all mitigation measures adopted by the Responsible Entity to reduce, avoid or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure or Condition	Comments on Completed Measures	Complete
---------------------------------	---------------------------------	-----------------------------------	----------

Preparer Signature: _____ Date: _____

Name / Title/ Organization: Nathan Salter / / JEFFERSON COUNTY

Responsible Entity Agency Official Signature: _____ Date: _____

Name/ Title: _____

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environment Review Record (ERR) for the activity / project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).

JEFFERSON COUNTY
CONTRACT COVER SHEET

Originating Department:	Department of Community Services and Workforce Development			BID:No	
Department Contact	Frederick Hamilton,		Phone Number:		
Contract Info#: 7061	Contract Name/ID: Jones Valley Industries, LLC Septic Tank repairs and Installations/7061			Amount: \$75,000	
Date Start: 04/8/21	Contract Type: Expenditure				
Date End: 04/8/24					
CANCELLATION TERMS:	30 Days cancellation clause				
Funding Sources	Org Code: 25202000	Object: 520070	Grant Number: 24203		
For Expenditures:	Original Budget: \$450,000.00	Current Remaining: \$450,000.00	After Execution: \$375,000.00		
Contractor:	Jones Valley Industries, LLC				
Remittance Address:	P.O. Box 812, Pinson, AL 35126				
Taxpayer ID#	27-0492009			Vendor ID# 1029811	
Dept Contact Person:	Joel Knight	Email :	Joel.Knight@jccal.org	Phone :	205-325-5761
Contractor Contact Person:	Fred Hosey	Email :	FredatJV@AOL.com	Phone :	205-335-3342
Contract Description:	Resolution authorizing the Commission President to approve and sign the contract between Jefferson County Commission and Jones Valley Industries, LLC for the federally funded septic tank repairs and installations as part of the County's Housing Rehabilitation Program.				
BID/RFP Number (if item/service was not bid, give detailed explanation)	N/A				
Payment Terms:	Per contract terms.				

Resolution

WHEREAS, Jefferson County authorized in its 2020 Annual Plan the use of a portion of its annual grant for Housing Rehabilitation Activities pursuant to 24 CFR 570 of the CDBG regulations; and

WHEREAS, said annual plan authorizes the funding of the Emergency Housing Rehabilitation Grant Program initiatives allowable as part of its Housing Rehabilitation Activities; and

WHEREAS, Jones Valley Industries, LLC was selected through the competitive bid process to provide septic tank repairs and installations in support of Jefferson County's Emergency Housing Rehabilitation Programs; and

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute an Agreement between Jefferson County, Alabama and Jones Valley Industries, LLC., for septic tank installations and repairs. The septic tank contract will be used in connection with the CDBG Housing Rehabilitation Program. The contract is funded with 100% CDBG funds. The agreement is for a one-year to three-year period and is in the amount of \$75,000.00

ADOPTED:

Mr. Jackson:

Attached is a resolution authorizing an agreement for septic tank installation and repairs between Jefferson County, Alabama and Jones Valley Industries, LLC. The septic tank contract will be used in connection with the CDBG Housing Rehabilitation Program. The contract is funded with 100% CDBG funds.

RESOLUTION

WHEREAS, Jefferson County authorized in its 2020 Annual Plan the use of a portion of its annual grant for Housing Rehabilitation Activities pursuant to 24 CFR 570 of the CDBG regulations; and

WHEREAS, said annual plan authorizes the funding of the Emergency Housing Rehabilitation Grant Program initiatives allowable as part of its Housing Rehabilitation Activities; and

WHEREAS, Jones Valley Industries, LLC was selected through the competitive bid process to provide septic tank repairs and installations in support of Jefferson County's Emergency Housing Rehabilitation Programs; and

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute an Agreement between Jefferson County, Alabama and Jones Valley Industries, LLC., for septic tank installation and repairs. The septic tank contract will be used in connection with the CDBG Housing Rehabilitation Program. The contract is funded with 100% CDBG funds. The agreement is for a one-year to three-year period and is in the amount of \$75,000.00.

ADOPTED:



Independent Contractor Submission Form (ICSF)

Pursuant to Rule 11.4 of the Rules and Regulations of the Personnel Board of Jefferson County, appropriate documentation and a copy of the contract must be provided with the submission of this form. If sufficient information is not received, the Board may request additional documentation, return the contract or recommend denial of the contract. Submission of this form simply allows the Board to begin the Independent Contractor Review process and does not imply that information is all inclusive or that a contract will be approved. Questions should be directed to classandcomp@pbjcal.org. **NOTE:** If a contract is, in accordance with Policy 2015-002 of the Personnel Board, related to the construction of viaducts, bridges, streets, sewers, canals, public building or public utilities, then the contract is exempt from Personnel Board review.

Requesting Department: _____ Contractor's Name: _____
 Contract Amount: _____ Contract Term (in years): _____
 Contract Start Date: Following Commission/Council Approval ☐ OR, the Actual Date: _____
 Is this a new contract, a renewal, or an amendment? New ☐ Renewal ☐ Amendment ☐
 If this is a new contract, how many options to renew are included? 1 ☐ 2 ☐ 3 ☐ Other ☐
 If this is a renewal, on what date was the original contract approved by the Personnel Board? _____
 If this is a renewal, OR, if a contract has been executed with this contractor in the past,
 what was the termination date of the contract or last renewal? _____

NATURE OF THE CONTRACT

1. In "layman's terms" please provide a brief summary of the contract and the services to be performed. Please include the purpose of the contract, why an independent contractor is needed, and any helpful background information.

RATIONALE AND SUPPORTING INFORMATION

2. Does this contract contain a staffing component? Yes ☐ *No ☐
 *If the contract does not include a staffing component (for example, the contract is to purchase software, and Merit System employees will install the software), then submission of the contract to the Personnel Board for review is not necessary.
3. Does the staffing component of this contract overlap with work performed by any Merit System job classification(s)?
☐ Yes, but there are extenuating circumstances that must be considered (please describe them below):
☐ No (please clarify below how they are different):

4. Please indicate whether the staffing component of the work in this contract is:
 Please note this does not refer to the term of the contract, but to the nature of the work being performed through the contract.

- ☐ Continuous (the work to be performed is expected to continue indefinitely).
☐ Temporary* (the work to be performed is temporary in nature has a defined start and end date).

*If "Temporary," please indicate the start and end dates and explain the temporary nature of the work:

5. Regardless of whether the work to be contracted is continuous or temporary, please indicate whether the work is:
- ☐ Consistently performed (regardless of the amount of time needed to perform the work, the work must be performed on a reasonably regular basis).
- ☐ Sporadically performed* (the work is performed on an irregular, intermittent or limited basis as needed).
- *If "Sporadically performed," please describe the sporadic nature of the work:

-
6. The work/service to be performed under this contract: (indicate most appropriate response)

- ☐ Has not been performed prior to the establishment of this contract.
- ☐ Has been performed previously through other contracts.
- ☐ Has been performed previously by Merit System employees.

7. Is this type of work customarily given by public sector agencies to independent contractors?

Yes* ☐ No ☐

*If "Yes," please provide the names of other public sector agencies that contract similar services.

-
8. Does the work to be performed through the contract require equipment and/or facilities not currently possessed by your City/County/Agency?

Yes* ☐ No ☐

*If "Yes," please indicate the type of equipment and/or facilities required and not possessed to perform the work.

-
9. Is it more cost effective to provide these services via a contract rather than with in-house staff and equipment?

Yes* ☐ No ☐

*If "Yes," please attach a thorough comparison between "in-house costs" and "contract costs" to support your assertion.

Form completed by (name): _____ Title: _____

Email: _____ Phone: _____

Jurisdiction (City/County/Agency): _____ Appointing Authority Signature: _____

Revised 5/5/2020

JEFFERSON COUNTY, ALABAMA
OFFICE OF COMMUNITY DEVELOPMENT
HOUSING REHABILITATION PROGRAMS

NOTICE TO PROCEED

Date: _____

To: Jones Valley Industries, LLC
PO Box 812
Pinson, AL 35126

Re: Residential Septic Tank Installation and Repairs
Bid #20-21
Multiple Sites in Jefferson County, AL

This is the Notice to Proceed as set forth in the Agreement between the Jefferson County Commission, hereafter referred to as "Owner", and Jones Valley Industries, LLC, and hereafter referred to as "Contractor", of same date herewith.

For each individual site, Work is to commence within ten (10) days and be completed within ten (10) calendar days thereafter. This contract's total time frame is one (1) year.

Time is of the ESSENCE.

Jones Valley Industries, LLC
COMPANY NAME

CONTRACTOR SIGNATURE

COMMISSION PRESIDENT SIGNATURE

Attachment: 7061 Agree (2021-351 : Jones Valley Industries, LLC Septic Tank repairs and Installations)

THIS AGREEMENT entered into, by and between **Jefferson County, Alabama**, hereinafter called “the County”, and **Jones Valley Industrial Construction, LLC**, hereinafter called “the Contractor”. The effective date of this agreement shall be upon Commission Approval.

WHEREAS the County desires to contract for Residential Septic Tank Installation and Repair for the County.

WHEREAS the Contractor desires to furnish said professional services to the County;

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

1. **ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
1. **SCOPE OF WORK:** This Contract results from Jefferson County’s Invitation to Bid No. 20 – 21 with the terms of which are included herein by reference. The Contractor shall perform all necessary professional services provided under this Contract as required by Jefferson County. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the following:

All septic tank installations or repairs will be to Jefferson County Department of Health’s (JCDH) recommendations, specifications, and guidelines. All plumbing repairs will satisfy the ICC plumbing codes. Permits and final approval from the JCDH, and governing inspection services (as applicable), are required. All work will be guaranteed for one year. Installers must be a licensed AOWB installer and a State licensed master plumber (or have a licensed sub). The following work descriptions, instructions, and specifications are requirements for successful completion of installation and/or repair jobs with the Office of Community Development (OCD).

- A JCDH Repair Recommendation (must be forwarded to OCD before work begins) and a signed final approval from JCDH (submitted with your invoice at completion) are required.
- Plumbing permits and signed final inspections from local municipalities are required for all waste line, drain, trap, vent, etc., repairs per local code (submitted with your company’s invoice).
- Abandon the existing tank(s) and notify OCD before covering for our required documentation.
- New septic systems include tank(s), clean-out, header, and 375’ of field lines with spillovers. All will be professionally installed to a high-quality standard and operate as intended.

- Finish grade and rake all disturbed areas and apply hay/straw and seasonal grass seed distributed uniformly and evenly. The ground must be suitable for a push mower without potential projectiles, tripping hazards, holes, or other obstacles.
- The contractor is required to: 1) Revisit the site and correct any settling or bare areas no later than thirty (30) days after completion, or if notified by the County before then; and 2) Revisit the site at sixty (60) days after completion, or if notified by the County before then, to apply any additional soil to correct any problems where the ground has settled or to reseed any bare areas.

PRE-EXISTING CONDITIONS: All pre-existing conditions must be clearly documented (including but not limited to, photographs) to establish a clear definition of the work environment prior to commencing with any activities associated with this project. Vendor is responsible for correcting any defacement, damage or aesthetic appearance changes that occur beyond the point from the documentation of pre-existing conditions and any occurrences of damages during their contract.

PROTECTION DAMAGE: Contractor will be responsible for any damage to property of the county, homeowner, or others, caused by him, his employees, or subcontractors, and will replace and make good such damage. The contractor will maintain adequate protection to prevent damage to his work and property of others and take all necessary precautions for the safety of his employees and others. The contractors will comply with all safety laws and regulations in effect in the locality and contractors will meet these requirements of service and purpose to the satisfaction of the Jefferson County Commission and its agent. All work will be guaranteed for one (1) year from final acceptance by Jefferson County.

LINE-ITEM SPECIFICATIONS:

1. List a “per hour” charge to perform plumbing repairs (replace pipes, drain lines or traps, repair leaks, etc.) Materials will be reimbursed at cost plus 20% with an itemized invoice from supplier. **This is then only line item with any materials reimbursement.**
2. Perform backhoe work for curtain drains, washer, or gray water lines, etc. per JCDH (*hourly rate*).
3. Pump, clean, and inspect tanks per JCDH (tank accessible by shovel).
4. Pump, clean, and inspect tanks per JCDH specifications (when tank depth requires a backhoe).

5. Dig test pits and perform perk test as required by JCDH.
 6. Install a new septic system with a 1000-gallon concrete tank as described on the previous page.
 7. Install a new two tank pump system with two (2) 1000-gallon concrete septic tanks, good quality pump, high water alarm, and any/all modifications for the new system to operate as intended.
 8. Install a new septic system with a 1000-gallon waterproof (Poly) tank as described.
 9. Install a new two tank pump system with two (2) 1000-gallon waterproof (Poly) septic tanks, good quality pump, high water alarm, and any/all modifications for the new system to operate properly.
 10. Install 375' of field line with spillovers.
 11. Install 75' of additional field line (for washer line, grey water line, etc.).
 12. Apply an **additional** tandem truck load of gravel at any site for JCDH required curtain drains.
 13. Apply an **additional** tandem truck load of screened topsoil as required for installation per JCDH.
2. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render professional services to Jefferson County at any time after the effective date of this Contract. The completion date of all services under this Contract is not to exceed three (3) full years after Commission Approval.
 3. **COMPENSATION:** See "Exhibit A".
 4. **ACT 2016-312 PROHIBITION AGAINST BOYCOTTING:** Contractor certifies that it is not currently engaged in, and for the duration of this agreement will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state enjoys open trade.
 5. **AMENDMENT OF AGREEMENT:** This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.

6. **ASSIGNMENT:** No portion of the proposal or resulting project contract may be sold, assigned, transferred, or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractor(s) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.
7. **COUNTY FUNDS PAID:** Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant 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 or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the contractor nor 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 member or employee or official as 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 Contractor shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

8. **GOVERNING LAW/DISPUTE RESOLUTION:** The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials, and equipment to be rendered pursuant to said Agreement 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 jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.
9. **HOLD HARMLESS AND INDEMNIFICATION:** Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon County because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of

Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees. Before beginning work, contract party shall file with the County a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation and Employer's Liability.

10. **INDEPENDENT CONTRACTOR:** The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.
11. **INSURANCE:** Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than fifteen (15) days after purchase order date Contractor must have adequate General and Professional liability insurance of a minimum \$100,000 per occurrence.
12. **INVOICING:** All invoices must agree with the purchase order in description and price and include the following information: 1) Purchase Order Number; 2) Ship-to-Department name and address. To ensure prompt payment, **ALL ORIGINAL INVOICES** must be sent to:

Jefferson County Commission
Office of Community Services and Workforce Development
Suite A-430
716 Richard Arrington, Jr. Blvd. North
Birmingham, AL 35203

AND A COPY OF THE INVOICE TO:

Jefferson County Commission
Finance Department
Room 820 County Courthouse
716 Richard Arrington, Jr. Blvd. North
Birmingham, AL 35203

13. **LIABILITY:** The Contractor shall not, without prior written permission of the **COUNTY** specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the **COUNTY**. The Contractor will indemnify and hold harmless the **COUNTY**, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.
14. **MISCELLANEOUS REQUIREMENTS:** Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
15. **NON-DISCRIMINATION POLICY:** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability, or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
16. **PAYMENT TERMS:** Net 30 Days upon Receipt of an accurate invoice.
17. **STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9:** 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.
18. **STATEMENT OF CONFIDENTIALITY:** Contractor agrees that any information accessed or gained in performance of those duties will 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 required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.
19. **TERMINATION OF CONTRACT:** This contract may be terminated by the County with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals or caused these presents to be executed by their duly authorized representative.

JONES VALLEY INDUSTRIAL CONSTRUCTION, LLC

By:  _____ Date: _____
Authorized Representative for Contractor

JEFFERSON COUNTY, ALABAMA:

By: _____ Date: _____
James A. Stephens, President
Jefferson County Commission

Attachment: 7061 Agree (2021-351 : Jones Valley Industries, LLC Septic Tank repairs and Installations)

Exhibit A

Item No.	Description	Price
1	HOURLY RATE FOR REPAIRS (Material reimbursement @ cost + 20%)	\$155.00
2	HOURLY RATE FOR BACKHOE WORK	\$100.00
3	PUMP, CLEAN, & INSPECT TANK AS SPECIFIED	\$600.00
4	PUMP, CLEAN, & INSPECT (DEEP) TANK AS SPECIFIED	\$785.00
5	Preform PERK TEST as specified.	\$800.00
6	Install One (1) 1,000 GALLON (CONCRETE TANK) SEPTIC SYSTEM as specified.	\$4,990.00
7	Install Two (2) 1,000 GALLON (CONCRETE TANKS) and PUMP SYSTEM as specified.	\$7,700.00
8	Install One (1) 1,000 GALLON WATERPROOF TANK (Poly) SYSTEM as specified.	\$4,900.00
9	Install two (2) - 1,000 GALLON WATERPROOF TANKS (Poly) System with Pump as specified.	\$7,800.00
10	Install 375' of FIELD LINE as specified by JCDH.	\$5,100.00
11	Install 75' of FIELD LINE as specified by JCDH.	\$1,000.00
12	Provide an ADDITIONAL TANDUM LOAD OF GRAVEL as required.	\$600.00
13	Provide an ADDITIONAL TANDUM LOAD OF TOP SOIL as required to complete the installation.	\$1,000.00

Attachment: 7061 Agree (2021-351 : Jones Valley Industries, LLC Septic Tank repairs and Installations)



Jefferson County Commission Purchasing Division

9.D.4.c

716 Richard Arrington Jr. Blvd N., Room 830, Birmingham, AL 35203-0009

Office: 205.325-5381

Fax: 205-204-4034

www.paca.jccal.org

Michael Matthews, Purchasing Agent, Ph.D., C. P. M.

Regina Johnson, Principal Buyer

Latoria Kenniebrew, Buyer

Date: 2/4/2021

ITB No: 20-21

To:	Prospective Bidders
Invitation To Bid Issue Date:	2/4/2021
Commodity Code:	96878
Sealed Bid For:	Residential Septic Tank Installation and Repair
Return Responses To: (Return responses in a sealed marked envelope, indicating the vendor name, ITB/RFP # and/or ITB/RFP name)	Regina Johnson, Principal Buyer Latoria Kenniebrew, Buyer Jefferson County Commission Purchasing Division, Room 830 716 Richard Arrington Jr, Blvd, N Birmingham, AL 35203-0009

IMPORTANT SOLICITATION DATES

INQUIRY DEADLINE	ITB DUE DATE	ITB OPENING DATE
February 19, 2021 By 5:00 PM (CST/ DST)	March 3, 2021 By 4:00 PM CST/DST	March 4, 2021 At 11:00 AM (CST/ DST)

Full Invitation to Bid document can be downloaded at <http://ieffcobids.jccal.org>.

JEFFERSON COUNTY COMMISSION

Jefferson County is situated in central Alabama. It is the principal and most populous county in the state. The county seat is located in Birmingham. As of the 2010 Census, the population was 658,466. The County covers 1,123.80 square miles. Jefferson County is one of eight counties in Alabama with a limited form of home rule government.

PURPOSE

Jefferson County Commission is accepting bids for Residential Septic Tank Installation and Repair Services for the Community Development Department.

NOTIFICATION OF INTENT

All recipients of this solicitation are required to complete and return the enclosed Notification of Intent. Only those vendors submitting the Notification of Intent will be advised of any clarifications, addendum, answers to inquiries, etc. pertaining to this ITB. Notification of Intent should be emailed to Regina Johnson at johnsonre@jccal.org by 5:00 PM on 2/17/2021. (Full document available for download at <http://ieffcobids.jccal.org>).

TELEPHONE INQUIRIES – NOT ACCEPTED

Telephone inquiries with questions regarding clarification on any and all specifications of the ITB will not be accepted. All questions must be typewritten and emailed to Regina Johnson at johnsonre@jccal.org.

The County is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the County, or any other means of delivery employed by the bidder. Similarly, the County is not responsible for, and will not open, any bid responses which are received later than the date and time indicated above. Late bid responses will be retained in the bid file, unopened.

Released by:

Regina Johnson

Attachment: 7061 Agree (2021-351 : Jones Valley Industries, LLC Septic Tank repairs and Installations)



INVITATION TO BID
20 – 21
“RESIDENTIAL SEPTIC TANK
INSTALLATION AND REPAIR”
COMMODITY CODE: 96878

Regina Johnson, Principal Buyer

Latoria Kenniebrew, Buyer

716 Richard Arrington Jr. Blvd No., Room 830

Birmingham, Alabama 35203

Phone: (205) 325 – 5381

Email: johnsonre@jccal.org and kenniebrewl@jccal.org

Attachment: 7061 Agree (2021-351 : Jones Valley Industries, LLC Septic Tank repairs and Installations)



Jefferson County Commission Purchasing Division



716 Richard Arrington Jr. Blvd N., Room 830, Birmingham, AL 35203-0009 Office: 205.325-5381 Fax: 205-204-4034 www.paca.jccal.org

Michael Matthews, Purchasing Agent, Ph.D., C. P. M.
Regina Johnson, Principal Buyer
Latoria Kenniebrew, Buyer

Date: 2/4/2021
ITB No: 20-21

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Attachment: 7061 Agree (2021-351 : Jones Valley Industries, LLC Septic Tank repairs and Installations)



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Date: 2/4/2021
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DEFINITIONS

LIFE CYCLE COSTS

Life Cycle Cost Analysis is defined "as a method for evaluating all relevant costs over the time of a project, product, or measure. This method takes into account first costs, including capital investment costs, purchase, and installation costs; future costs, including energy costs, operating costs, maintenance costs, capital replacement costs, financing costs; and any resale, salvage, disposal cost, over the life-time of the project, product, or measure."

LOWEST RESPONSIBLE BIDDER

A responsive bidder whose bid is lower than those received from other bidders and whose reputation, past performance, and business and financial capabilities have been determined by the Jefferson County Commission to satisfy the requirements of the bid and/or contract.

PACA

Purchasing Association of Central Alabama

QUALIFIED BIDDER

A responsive bidder meeting established standards of responsibility for the provision of a specified service, as determined by the Jefferson County Commission

RESPONSIBLE BIDDER OR OFFEROR

A person/organization who has the capability, in all respects, to perform the bid/contract requirements fully and the moral and business integrity and reliability to assure good faith performance

SEALED BID

A response to a solicitation that has been submitted in a sealed envelope to prevent its contents being revealed before the time and date set for the receipt of responses

SPECIAL PROVISIONS/SPECIAL TERMS AND CONDITIONS

Clauses pertaining to a contract that are unique to the service or product being obtained, which may supplement or, in some cases supersede one or more of the general terms and conditions that pertain to the same contract.

Attachment: 7061 Agree (2021-351 : Jones Valley Industries, LLC Septic Tank repairs and Installations)



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Latoria Kenniebrew, Buyer

Date: 2/4/2021
ITB No: 20-21

BID ANNOUNCEMENT

Sealed bids marked "ITB 20 – 21 Residential Septic Tank Installation and Repair" will be received by the Purchasing Manager, Room 830 Courthouse * 716 Richard Arrington Jr. Blvd N, Birmingham, Alabama 35203.

Bids will be **accepted until 4:00 P.M.** central time (standard or daylight savings time, as applicable) on **March 3, 2021**. Bids submitted after these dates and times will not be considered.

Bids will be publicly opened at 11:00 a.m. CST/CDT on March 4, 2021.

Submissions may be withdrawn, modified, and resubmitted prior to the formal bid opening due date. **Any submission modification(s) after the "Bid Opening Due Date" may not be considered.**

The County reserves the right to accept or reject any or all bids, or any part of any bid, and to waive any informalities or irregularities in the bid.

All costs incurred by the company to respond to this solicitation will be wholly the responsibility of the Bidder. All copies and contents of the bid., attachments, and explanations thereto submitted in response to this ITB, except copyrighted material, shall become the property of the Jefferson County Commission regardless of the Consultant selected. Response to this solicitation does not constitute an agreement between the Bidder and the County.

The County is not responsible for delays occasioned by the U. S. Postal Service, the internal mail delivery system of the County, or any other means of delivery employed by the bidder. Similarly, the County is not responsible for, and will not open, any bid/proposal responses, which are received later than the date and time, indicated above. **LATE BIDS WILL REMAIN UNOPENED.**

BACKGROUND

Jefferson County is situated in central Alabama. It is the principal and most populous county in the state. The county seat is located in Birmingham. As of the 2010 Census, the population was 658,466. The County covers 1,123.80 square miles. Jefferson County is one of eight counties in Alabama with a limited form of home rule government.

PURPOSE

The purpose of this ITB is to establish a contract for Residential Septic Installation and Repair with the Jefferson County Commission Community Development Department.

AWARD

The award will be made on all or none basis. Jefferson County shall award this contract to the lowest responsible and responsive bidder who best meets the terms and conditions of this bid.

AWARD CRITERIA

- Meet Specifications/Requirements as stated in ITB
- Lowest responsible bidder based on the sum of all unit prices

Attachment: 7061 Agree (2021-351 : Jones Valley Industries, LLC Septic Tank repairs and Installations)



Jefferson County Commission Purchasing Division



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AWARD USING LIFE CYCLE COST

The Awarding Authority may use life cycle cost analysis for personal property purchases as provided by the Alabama Competitive Bid Law, Code of Alabama 1975, Section 41-16-57(c) and the Code of Alabama 1975, Section 16-13B-7(c)(1)3 . Act 2011-530, Acts of Alabama, amended Section 41-16-57(c) to allow for the use of life cycle cost for goods which are, or are to become fixtures.

BID ACCEPTANCE/REJECTION

The County reserves the right to accept or reject any or all bids, or any part of any bid, and to waive any informalities or irregularities in the bid.

BID OPENING AND RESULTS

Bids are opened publicly in the Jefferson County Purchasing Department. Interested parties are invited to attend the bid opening. A tabulation of bids received will be available within a reasonable time after the bid opening.

NON-RESPONSIVE SUBMITTAL

Respondents that do not meet all requirements of this solicitation, or which fail to provide all required information, documents, or materials, may be rejected as non-responsive. Material requirements of the solicitation are those set forth as mandatory or without which an adequate analysis and comparison of Submittals are impossible, or those which affect the competitiveness of Submittal. Respondents whose submittals, past performance or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the contract may be rejected as non-responsive. The Jefferson County Commission reserves the right to determine which submittals meet the material requirements of the solicitation and which Respondents are responsive.

SPECIFICATIONS

Use of specific names and numbers is not intended to restrict the bidding of any seller and/or manufacturer, but is solely for the purpose of indicating the type, size and quality of materials, products, service, or equipment considered best adapted to the County's intended use. Proprietary specifications may be waived for functional equivalents offered, if authorized by requesting department.

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Attachment: 7061 Agree (2021-351 : Jones Valley Industries, LLC Septic Tank repairs and Installations)



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Regina Johnson, Principal Buyer

Latoria Kenniebrew, Buyer

Date: 2/4/2021

ITB No: 20-21

TERM OF CONTRACT AND CONTRACT TERMS AND CONDITIONS

Any contract resulting from this ITB will become effective upon bid award (or within 30 days of award notification, approval of the Jefferson County Commission and purchase order is issued). The Jefferson County Commission may offer a one (1) year contract with the option to renew for two (2) additional one (1) year terms or a three (3) year contract.

This contract will serve various septic tank installations and repairs in the Jefferson County Consortium as listed in the specifications, for individual, scattered site locations. Any responder to this ITB must be a qualified AOWB State licensed installer, a single point of contact, and take legal responsibility for all aspects of any resulting contract. At the time of submitting a proposal, each contractor will be presumed to have read the ITB thoroughly and be familiar with the specifications and requirements so that the vendor fully understands the scope of service to be provided and all requirements.

This ITB provides interested parties with sufficient information to enable them to prepare and submit a proposal response for consideration by the County. By submitting a proposal response, Vendors are affirming that their organization is interested in contracting with the County to provide equipment covered herein.

Contractor will furnish all labor, material (unless otherwise stated), equipment, permits and inspections by the applicable Inspection Services, to complete all itemized Work in a professional, high-quality standard, utilizing trade "Best Practices", and complying with all local, state, and federal codes, standards, regulation, and laws. This includes Jefferson County Department of Health guidelines and specifications and, ICC (International Code Congress) Residential, Building, Electrical, Gas, and Plumbing codes. All Work will be guaranteed one (1) year from date of final acceptance. The contractor will remove daily all debris associated with the work and leave the site safe from any/all hazards related to the Work.

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Date: 2/4/2021
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SCOPE OF WORK

All septic tank installations or repairs will be to Jefferson County Department of Health's (JCDH) recommendation, specifications, and guidelines. All plumbing repairs will satisfy the ICC plumbing codes. Permits and final approval from JCDH, and governing inspection services (as applicable), are required. All work will be guaranteed for one year. Installers must be a licensed AOWB installer and a State licensed master plumber (or have a licensed sub). The following work description, instructions, and specifications are requirements for successful completion of installation and/or repair jobs with the Office of Community Development (OCD).

- A JCDH Repair Recommendation (must be forwarded to OCD before work begins) and a signed final approval from JCDH (submitted with your invoice at completion) are required.
- Plumbing permits and signed final inspections from local municipalities are required for all waste line, drain, trap, vent etc., repairs per local code (submitted with your company's invoice).
- Abandon the existing tank(s) and notify OCD before covering for our required documentation.
- New septic systems include tank(s), clean-out, header, and 375' of field lines with spillovers. All will be professionally installed to a high-quality standard and operate as intended.
- Finish grade and rake all disturbed areas and apply hay/straw and seasonal grass seed distributed uniformly and evenly. The ground must be suitable for a push mower without potential projectiles, tripping hazards, holes, or other obstacles.
- The contractor is required to: 1) Revisit the site and correct any settling or bare areas no later than thirty (30) days after completion, or if notified by the County before then; and 2) Revisit the site at sixty (60) days after completion, or if notified by the County before then, to apply any additional soil to correct any problems where the ground has settled or to reseed any bare areas. Five percent (5%) of your invoice will be withheld until this is completed and released after verification by the County. The contractor must notify Community Development at sixty (60) days and when this is completed.

PRE-EXISTING CONDITIONS: All pre-existing conditions must be clearly documented (including but not limited to, photographs) to establish a clear definition of the work environment prior to commencing with any activities associated with this project. Vendor is responsible for correcting any defacement, damage or aesthetic appearance changes that occur beyond the point from the documentation of pre-existing conditions and any occurrences of damages during their contract.

PROTECTION DAMAGE: Contractor will be responsible for any damage to property of the county, homeowner, or others, caused by him, his employees, or subcontractors, and will replace and make good such damage. The contractor will maintain adequate protection to prevent damage to his work and property of others and take all necessary precautions for the safety of his employees and others. The contractors will comply with all safety laws and regulations in effect in the locality and contractors will meet these requirements of service and purpose to the satisfaction of the Jefferson County Commission and its agent. All work will be guaranteed for one (1) year from final acceptance by Jefferson County.

Attachment: 7061 Agree (2021-351 : Jones Valley Industries, LLC Septic Tank repairs and Installations)



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Regina Johnson, Principal Buyer
Latoria Kenniebrew, Buyer

Date: 2/4/2021
ITB No: 20-21

LINE-ITEM SPECIFICATIONS:

1. List a "per hour" charge to perform plumbing repairs (replace pipes, drain lines or traps, repair leaks, etc.) Materials will be reimbursed at cost plus 20% with an itemized invoice from supplier. **This is then only line item with any material reimbursement.**
2. Perform backhoe work for curtain drains, washer, or gray water lines, etc. per JCDH (*hourly rate*).
3. Pump, clean, and inspect tanks per JCDH (tank accessible by shovel).
4. Pump, clean, and inspect tanks per JCDH specifications (when tank depth requires a backhoe).
5. Dig test pits and perform perk test as required by JCDH.
6. Install a new septic system with a 1000-gallon concrete tank as described on the previous page.
7. Install a new two tank pump system with two (2) 1000-gallon concrete septic tanks, good quality pump, high water alarm, and any/all modifications for the new system to operate as intended.
8. Install a new septic system with a 1000-gallon waterproof (Poly) tank as described.
9. Install a new two tank pump system with two (2) 1000-gallon waterproof (Poly) septic tanks, good quality pump, high water alarm, and any/all modifications for the new system to operate properly.
10. Install 375' of field line with spillovers.
11. Install 75' of additional field line (for washer line, grey water line, etc.).
12. Apply an additional tandem truck load of gravel at any site for JCDH required curtain drains.
13. Apply an additional tandem truck load of screened top soil as required for installation per JCDH.

Proposals will be on a lump sum basis on the Work Write-up Form attached with all line items completed. Line items may be deleted or awarded to other contractors. The Work Write-up is the entire Scope of Work to be covered. Any overage, extra work, or revisions to the scope of this Work Write-up will have to be approved by Community Development in writing before the work takes place. Examples of the complete contract documents are available on request. Proposals may not be withdrawn for a period of ninety (90) days after receipt.

Attachment: 7061 Agree (2021-351 : Jones Valley Industries, LLC Septic Tank repairs and Installations)



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Date: 2/4/2021
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INSTRUCTIONS TO BIDDERS

BID FORMS

Bid must be submitted on preprinted Bid Sheet (see pages 25-32) supplied by the Jefferson County Purchasing Department.
***Note:** Vendor name must appear on the line provided at bottom of each bid sheet.

BIDDER REGISTRATION:

To become a registered vendor with the Jefferson County Commission, Purchasing Department's competitive vendor base, please visit our VSS (Vendor Self-Service) website at <https://mss.jccal.org/mss> or by calling 205-325-5381. Our vendor registration system is designed to maximize your opportunity to participate in the County's purchasing program.

New Vendors

To create a vendor profile, you may:

1. Go to the VSS website: <https://mss.jccal.org/mss> (Compatible with Internet Explorer ONLY)
2. Click "Vendor Self Service", then "Registration"
3. It is very **Important** that you Complete the following steps:
 - a. **Enter** your Contact Info.
 - b. **Complete** the New Vendor Registration: General Information
 - c. **Enter** a viable **email address** (where you want notifications to be sent) and **DUNS #** in the General Information section
 - d. **Verify/Save** the mailing address **and Enter** Remit Address
 - e. **Enter** Vendor additional Contacts.
 - f. **Select/Save ALL** Commodity Codes that apply to the goods and/or services you offer, as applicable – and –
 - g. **Upload** a current copy of your W-9 (signed and dated within 18 months of today's date, preferably in the current year).

Existing Vendors

To update your vendor profile, you may go to <https://mss.jccal.org/mss>.

BIDDER REQUIREMENTS

ALL bidders MUST submit the following required documentation along with this bid submission. Failure to submit the required documentation or any information will disqualify your proposal and it will be considered null and void:

- ☐ Attach a copy of your (and your subs' if applicable) Jefferson County business license with this proposal.
- ☐ Attach a copy of your AOWB Installer's license with this proposal.
- ☐ Attach a copy of your (or your subs' if applicable) State Plumbing License.
- ☐ Attach a copy of your (and your subs' if applicable) Contractor's Liability Insurance and Bond. *The insurance and bonding company(s) must provide the insurance certificates and bond within ten (10) days from the time Community Development informs you of being the best bidder and our intent to award the contract.
- ☐ Have you had a bond revoked, denied, or "called in"? Circle: Yes/No

Attachment: 7061 Agree (2021-351 : Jones Valley Industries, LLC Septic Tank repairs and Installations)



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BIDDER RESPONSIBILITY

1. Vendor must be licensed to do business in Jefferson County.
2. Vendor must be registered through Vendor Self Service
3. Vendor must provide their DUNS (Data Universal Numbering System) number
4. Vendor must be excluded from SAMS (System for Award Management)

BID SUBMITTAL DEADLINE AND INSTRUCTIONS

The Bid Submittal Deadline is March 3, 2021. Bid must be submitted in sealed envelopes/package and should be properly identified with the bid number and Bid Submittal Deadline:

1. All bids shall be sealed and clearly marked ITB 20 – 21, RESIDENTIAL SEPTIC TANK INSTALLATION AND REPAIR.
2. The envelope or package containing the bid shall have the name of the Vendor, complete address, telephone number, and name of contact person. **ALL BIDS MUST ARRIVE IN THE PURCHASING DEPARTMENT, 716 RICHARD ARRINGTON JR, BLVD, NORTH, ROOM 830, BIRMINGHAM, AL 35203-0009, (March 3, 2021) BY 4 PM CST, THE DAY PRIOR TO BID OPENING DATE. BIDS ARRIVING ON OPENING DAY WILL NOT BE ACCEPTED.** Bids sent by electronic devices (i.e., facsimile and e-mail) are not acceptable and will be rejected upon receipt. Vendors will be expected to allow adequate time for delivery of their bid either by airfreight, postal service, or other means. It will be the sole responsibility of the Vendor to have the bid delivered to Jefferson County Purchasing Department before the closing hour and date.

The County is not responsible for delays occasioned by the U. S. Postal Service, the internal mail delivery system of the County, or any other means of delivery employed by the bidder. Similarly, the County is not responsible for, and will not open, any bid/proposal responses, which are received later than the date and time, indicated above. **LATE BIDS WILL BE DISQUALIFIED AND NOT OPENED.**

3. Vendor must have all proper "Required Forms" (Pgs. 37 – 42) signed, dated and notarized (where applicable).

BUSINESS LICENSE

In the event you receive a notification of intent to award letter, **you will be required to provide your Jefferson County business license within 10 days of receipt of notice of intent to award.** If you are not currently registered with Jefferson County Revenue Department, and do not have a business account number, applications may be obtained by logging on to <http://jeffconline.jccal.org/revenue>. Once you have logged on, click on Business License and then **New Applicants. Failure to submit the requested information may result in the notice of intent to award being revoked.

DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENT

All organizations responding to solicitations must provide their nine-digit Data Universal Number System (DUNS) number on the signature page within this document. Submissions which do not include the organization's DUNS number may be deemed nonresponsive. DUNS numbers must be provided before an award can be made to facilitate System Award Management (SAM) certification e <https://www.sam.gov/portal/SAM/#1> Companies that do not have a DUNS number may visit <https://www.sba.gov/federal-contracting/contracting-guide/basic-requirements> for more information. *The Jefferson County Commission does not provide DUNS numbers.*

INQUIRY DEADLINE

All inquiries due by 5:00 p.m. CST/DST on February 19, 2021.

Attachment: 7061 Agree (2021-351 : Jones Valley Industries, LLC Septic Tank repairs and Installations)



Jefferson County Commission Purchasing Division



716 Richard Arrington Jr. Blvd N., Room 830, Birmingham, AL 35203-0009

Office: 205.325-5381

Fax: 205-204-4034

www.paca.iccal.org

Michael Matthews, Purchasing Agent, Ph.D., C. P. M.
Regina Johnson, Principal Buyer
Latoria Kenniebrew, Buyer

Date: 2/4/2021
ITB No: 20-21

INTERPRETATIONS AND ADDENDA

No interpretation or modification made to any respondent as to the meaning of the ITB shall be binding on the Jefferson County Commission unless submitted in writing and distributed as an addendum by the Jefferson County Purchasing Department. Interpretations and/or clarifications shall be requested in writing and directed to **Regina Johnson, Jefferson County Purchasing Division, 830 Courthouse, 716 Richard Arrington Jr. Blvd. North, Birmingham, AL 35203, (Fax: 205-214-4034) or (email: johnsonre@iccal.org)**. **Verbal information obtained otherwise will not be considered in awarding of contract. All addenda shall become part of the ITB.**

LICENSES/CERTIFICATES

Jefferson County reserves the right to require documentation that each bidder is an established business and is abiding by all Ordinances, Regulation, and Laws of their community and the State of Alabama. If you are required by any regulatory agency to maintain professional license or certification to provide any product and/or service solicited under this ITB, the County reserves the right to require you to provide documentation of your current license and/or certification before considering your Bid and before awarding a contract.

NOTIFICATION OF INTENT

All recipients of this solicitation are required to complete and return the enclosed Notification of Intent. Only those vendors submitting the Notification of Intent will be advised of any clarifications, addendum, answers to inquiries, etc. pertaining to this ITB. **Notification of Intent should be emailed to Regina Johnson via email at johnsonre@iccal.org or via fax (205.214.4034) by 5:00 PM on 2/17/2021 . (Full document available for download at <http://jeffcobids.iccal.org>)**

TELEPHONE INQUIRIES – NOT ACCEPTED

Telephone inquiries with questions regarding clarification on any and all specifications of the ITB will not be accepted. All questions **must** be typewritten and emailed to **Regina Johnson via email at johnsonre@iccal.org by 5:00 p.m. CST/DST on February 19, 2021.**

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SPECIAL PROVISIONS FOR SERVICES

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SPECIAL PROVISIONS FOR SERVICES

ACCESSIBILITY

The contractor shall fully inform himself regarding any peculiarities and limitations of the spaces available for the performance work under this contract. He shall exercise due and particular caution to determine that all parts of his work are made quick and easily accessible.

AUTHORITY OF THE COUNTY

Subject to the power and authority of the County as provided by law in this contract, the County shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The County shall decide questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

BONDS – BID SECURITY

A bid bond or cashier's check in the amount of 5% of bid will be required for any bid exceeding \$25,000.00. **RESPONSES SUBMITTED WITHOUT BID BOND OR CASHIER'S CHECK WILL NOT BE ACCEPTED.**

BUSINESS LICENSE

If the scope of work under this bid includes performing services or installation on County property, the SUCCESSFUL BIDDER must have a current Jefferson County Business License. Inquiries regarding Business License may be directed to the Revenue Department at 205-325-5171 or via email at license_and_taxes@jccal.org for more information. Business Licenses are not required for materials or equipment shipped by U.S. mail or common carrier.

CHANGES IN WORK

The County may, at any time work is in progress, by written order and without notice to the sureties, make alterations in the term of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the County may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by the County. Changes in work and the amount of compensation to be paid to the contractor for any extra work as so ordered shall be determined in accordance with the unit prices quoted.

CLEAN-UP

During performance and upon completion of work on this project contractor will remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same, unless otherwise directed by these specifications. Contractor shall leave entire area in a neat, clean and acceptable condition as approved by the County.

CONTRACT INCORPORATION

This contract embodies the entire contract between the County and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the bid solicitation, all addenda, all of Bidders' successful submittal, supplemental agreements, change orders, performance bond(s), and any and all written agreements which alter, amend or extend the contract.

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COOPERATION BETWEEN CONTRACTORS

The County reserves the rights to contract for and perform other or additional work on or near the work covered by the specifications. When separate contracts are let within the limits of any one project, each contractor shall conduct his work so not to interfere with or hinder the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed. Each contractor involved shall assume all liability, financial otherwise, in connection with his contract and shall protect and save harmless the County from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.

COORDINATION WITH AGENCIES

The contractor shall coordinate his activities with the proper regulatory agencies and have their representative on site at the proper times.

DAMAGE

The contractor shall be held responsible for any breakage, loss of the County's equipment or supplies through negligence of the contractor or his employee while working on the County's premises. The contractor shall be responsible for restoring or replacing any equipment, facilities, etc. so damaged. The contractor shall immediately report to the County any damages to the premises resulting from services performed under this contract. Failure or refusal to restore or replace such damaged property will be a breach of this contract.

EXAMINATION OF SPECIFICATION AND SITE

Bidder is expected to carefully examine the site of the proposed work and all bid specifications, documents, and forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished and the requirements of the proposed specifications.

INDEPENDENT CONTRACTOR

In accepting this contract, Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor certifies that to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of County. It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor, and any of its subcontractors or employees, shall at times be considered independent contractors and not agents of County.

INSURANCE REQUIREMENTS

Within fifteen (15) consecutive calendar days of award of contract, Successful Bidder must furnish the County with the Certificate of Insurance proving coverage as specified **Jefferson County General Terms and Conditions** and naming the County, its officers and agents, Additional Insured by endorsement. Failure to furnish the required certificates within the time allowed will result in forfeiture of Bidder's Bid Security.

MEASUREMENTS

It is the responsibility of the Bidder to make all measurements to determine his bid price. The County will not be responsible for determining the quantities of materials necessary to complete the work specified.

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PERMITS

Unless otherwise specified herein, Contractor shall at his expense, obtain all permits and licenses and pay all charges and fees necessary for the performance of the contract, and shall give all public notices necessary for the lawful performance of the contract.

Contractor shall pay all taxes, levies, duties and assessments of every nature due in connection with any work under the contract. Contractor shall make any and all payroll deductions required by law, and shall indemnify and hold harmless the County from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

PROTECTION OF PUBLIC

Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be taken by the contractor to give adequate and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area.

REJECTION OF WORK

Contractor agrees that the County has the right to make all final determinations as to whether the work has been satisfactorily completed.

SUBCONTRACTORS

The Parties acknowledge and agree that awarded vendor shall be entitled to engage Subcontractors in respect of the performance of the Work or portion thereof. Contractor shall be solely responsible for paying each Subcontractor for services, equipment, material or supplies in connection with the Work. Supplier's use of subcontractors will not relieve Supplier of the responsibility for the subcontractor's performance, and Supplier's obligations and responsibilities assumed under this Agreement will be made equally applicable to subcontractors.

UNKNOWN OBSTRUCTIONS

Should any unknown obstruction be encountered during the course of this contract, the Contractor immediately bring it to the attention of the County. The contractor shall be responsible for the protection of all existing equipment, furniture, or utilities encountered within the work area.

VIEW JOB SITE

All houses will be in the Jefferson County Consortium. The Consortium **does not include** the cities of Bessemer, Birmingham, Hoover, or the towns of Argo, County Line, Helena, Sumiton, and West Jefferson.

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JEFFERSON COUNTY COMMISSION GENERAL TERMS AND CONDITIONS

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JEFFERSON COUNTY COMMISSION GENERAL TERMS AND CONDITIONS

ACT 2016-312 PROHIBITION AGAINST BOYCOTTING

Contractor certifies that it is not currently engaged in, and for the duration of this agreement will not engage in, the boycott of person or an entity based in or doing business with a jurisdiction with which this state enjoys open trade.

ADDITIONAL CONTRACTS

If mutually agreed upon, additional contracts may be executed, based upon this bid for the same item(s) or related types and/or sizes per ALA. CODE § 41-16-57(a).

APPLICABLE LAW:

Any contract resulting from this ITB shall be construed and governed in accordance with the law of the State of Alabama. Actions whether sound in contract or tort relating to the validity, construction, interpretation and enforcement of this contract shall be instituted and litigated in the Courts of the State of Alabama, located in Jefferson County and in no other. In accordance therewith, the parties of this contract submit to the jurisdiction of the Courts of the State of Alabama located in Jefferson County.

BID ACCEPTANCE/REJECTION

Jefferson County expressly reserves the right to reject any or all bids, or parts of bids, and to make the award on merit and/or features of design and quality, delivery, and availability of parts and service as the best interest of the County appears.

BREACH AND DEFAULT

Any violation of this Agreement shall constitute a breach and default of this agreement shall be cause for termination. Upon such termination Contractor shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

CANCELLATION

Failure to deliver as specified and in accordance with the bid submitted, including promised delivery, will constitute sufficient grounds for cancellation of the order at the option of the County Commission and member of the Cooperative.

CONFLICT OF INTEREST

The Individual/Firm declares that, as of the date of any ensuing contract, neither the County nor any County Commissioner nor any Director nor any other Jefferson County Government official is directly or indirectly interested in this contract or any contract with the Individual/Firm for which compensation will be sought during the period of time this contract is being performed, and furthermore, the Individual/Firm pledges that he/it will notify the Purchasing Manager in writing should it come to his/its knowledge that any County official becomes directly or indirectly interested in the contract or any contract the Individual/Firm for which compensation will be sought during the aforesaid period. In addition, the Individual/Firm declares that, as of the date of this contract, neither he/it nor any of his/its officers or employees have given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the Jefferson County Commission, or to anyone else for the County's benefit any sum of money or other thing of value for aid or assistance in obtaining this contract with the County under which compensation will be sought during the period of time this contract is being performed and furthermore, that neither the Bidder nor any of his/its officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the Jefferson County Commission, or to anyone else for the County's benefit, any sum of money or other thing of value, for aid or assistance in obtaining any amendment to this contract with the Bidder for which compensation will be claimed during the period of time this contract is being performed.

CONTRACT ADDITIONS

If mutually agreed upon within twelve (12) months from bid opening date, this bid may be used as the basis for additional purchases of same type and scope as requested herein.



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CORRECTIONS/AUTHORIZED SIGNATURE

Bids having any erasures or corrections must be initialed in ink. Bid must be signed in ink by an official authorized representative.

DELIVERY:

Delivery will be to various locations in the Jefferson County consortium. All shipments will be delivered to the ship to location indicated on the purchase order. An invoice copy must be delivered with the items, and the original invoice mailed to the billin address as indicated on the purchase order. Purchase order numbers must appear on documents. Prices bid shall be inclusive of all costs including shipping/handling and delivery.

GENERAL

The Jefferson County Commission expressly reserves the right to reject any and all bids, or parts of bids, and to make the award or awards as the best interest of the county appears.

GOVERNING LAW/DISPUTE RESOLUTION

Any contract agreement that is issued based on this ITB, the parties shall agree that the contract agreement is made and entered into in Jefferson County, Alabama, and that all services, materials and equipment to be rendered pursuant to said contract agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this contract agreement will be governed by laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under the contract agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.

GUARANTEE

Bidder certifies by bidding, that he is fully aware of the conditions of service and purpose for which services included in this bid are to be purchased, and that his offering will meet the requirements of service and purpose to the satisfaction of the Jefferson County Commission and its Agent.

HOLD HARMLESS AND INDEMNIFICATION

Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon County because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligation of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees. Before beginning work, contract party shall file with the County a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$100,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation and Employer's Liability.

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INSURANCE

The successful bidder will maintain such insurance as will protect him and the County from claim under Workmen's Compensation Acts, and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama and **shall include Jefferson County, Alabama as Added Additional Insured By Endorsement including a thirty (30) day(s) written cancellation notice**. Evidence of insurance will be furnished to the Purchasing agent and the General Services Department not later than fifteen (15) day(s) after Purchase Order/contract date. Successful bidder is also required to include the bid number on the evidence of insurance.

Insurance Minimum Coverage:

Contracting party shall file the following insurance coverage and limits of liability with the County's Risk Management Office and Purchasing Department before beginning work with the County.

General Liability:

\$100,000 - Bodily injury and property damage combined occurrence

\$100,000 - Bodily injury and property damage combined aggregate

\$100,000 - Personal injury aggregate

Comprehensive Form including Premises/Operation, Products/Completed, Operations, Contractual, Independent Contractors, Broad Form property damage and personal injury.

Automobile Liability:

\$100,000 - Bodily injury and property damage combined coverage

Any automobile including hired and non-owned vehicles.

Workers Compensation and Employers Liability:

\$100,000 - Limit each occurrence.

Umbrella Coverage:

\$100,000 - Each occurrence

\$100,000 - Aggregate

Added Additional Insured:

Jefferson County, Alabama

30 day(s) written cancellation notice

Added Additional Insured:

Jefferson County, Alabama

30 day(s) written cancellation notice

Under Description of Operations/Locations/Vehicles/Exclusions Added by Endorsement/Special Provisions enter the BID/RFP Number, Project Number or Purchase Order Number Covered by The Certificate of Insurance.

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INVOICING:

All invoices must agree with the purchase order in description and price and include the following information: 1) Purchase Order Number; 2) Ship-to Department name and address. In order to ensure prompt payment, ALL **ORIGINAL**

All ORIGINAL INVOICES must be sent to the user department for authorization of payment,

Jefferson County Office of Community & Economic Development
Attn: Joel Knight
Sr. Housing Specialist
Suite A-430
716 Richard Arrington Jr. Blvd. No.
Birmingham, AL 35203

In order to ensure prompt payment, a COPY OF INVOICES must be sent to:

Jefferson County Commission
Finance Department
Room 820 County Courthouse
716 Richard Arrington Jr. Blvd. North
Birmingham, AL 35203

***If invoice does not agree with purchase order, credits or a corrected invoice will be required in order for the County to process payment. Invoices that do not reference an authorized Purchase Order will be returned to the vendor.**

LANGUAGE, WORDS USED INTERCHANGEABLY

The word COUNTY refers to the JEFFERSON COUNTY COMMISSION and/or JEFFERSON COUNTY, ALABAMA throughout this document. Similarly, RESPONDENT, VENDOR, and BIDDER refer to the person or company submitting an offer to sell its goods or services to the COUNTY. The words PROPOSAL, QUOTATION, and BID are all offers from the BIDDER. The County has established for the purposes of this ITB that the words SHALL, MUST or WILL are equivalent in this ITB and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the County. A deviation is material if, at the sole discretion of the County, the deficient response is not in substantial accord with this ITB's mandatory condition requirements. The words SHOULD and MAY are equivalent in the ITB and indicate very desirable conditions or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of a proposal but may result in being considered as not in the best interest of the County.

LAWS AND REGULATIONS

All applicable State of Alabama and federal laws, ordinances, licenses and regulations of a governmental body having jurisdiction shall apply to the award throughout as the case may be and are incorporated here by reference. The Jefferson County Commission currently does not have a business license. Vendors must register with the Jefferson County Commission Department of Revenue. Any contract executed based on award of this ITB/ RFP must stipulate that governing law will be the State of Alabama.

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NEGOTIATIONS

Jefferson County reserves the right to enter into contract negotiations with the selected bidder. If the County and the selected bidder cannot negotiate a successful contract, the County may terminate negotiations and begin negotiation with the next selected bidder. This process will continue until a contract has been executed or all proposals have been rejected. No bidder shall have any rights against the County, arising from such negotiations.

NON- DISCRIMINATION POLICY

The Jefferson County Commission is strongly committed to equal opportunity in solicitation of ITB's and RFP's. The County encourages bidders and proposers to share this commitment. Each bidder/contractor submitting a proposal will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, or veteran status. The Bidder/Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability, or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

OTHER BENEFITS AND COMPENSATION

There are no other benefits or compensation except as listed in Method of Payment below

PERMITS, CODES & REGULATIONS

All equipment, construction, and installation will comply with City, County, State and Federal codes and Regulations. Successful bidder will obtain and pay for all permits necessary, notify proper authorities for inspections and furnish any certificates required for the work.

PRE-PAYMENTS

No prepayments of any kind will be made prior to shipment. Bidder agrees that Jefferson County will be charged no more for item(s) bid than the State of Alabama, and that in the event of a price reduction; the County will receive the benefit of such reduction on any undelivered portion of contract.

PRICE GUARANTEE FOR ENTIRE CONTRACT PERIOD

Bidder agrees that he will deliver any items awarded to him, that such items will be manufactured to quoted specifications that prices billed will be no higher than those quoted herein, and that delivery will be made within the time specified herein or within a reasonable time, if not so specified. Bidder hereby guarantees delivery of all items awarded to him hereunder, without any qualification or limitation whatsoever. In making this guarantee, bidder confirms that he has secured the subject items or has obtained guarantee of their availability sufficient to his satisfaction.

Bidder further agrees that in the event bidder fails to deliver any items awarded to him in accordance herewith for any reason whatsoever, Jefferson County may, at its option, accept the next lowest and best bid for such items, or re-bid such items, or obtain substitute items elsewhere. Such substitutes may include later year models, where current year models are not reasonably available. Bidder agrees to pay Jefferson County the difference between the bidder's bid for such items and the cost to Jefferson County to obtain the items elsewhere, if greater, and other incidental and consequential damages. Jefferson County may elect not to affect such cover and may enforce all remedies authorized by law.

PRICE REDUCTION

In the event of a general price reduction, the County will receive the benefit of such reduction on any undelivered portion of contract.

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PRICES

Prices must include transportation (including fuel surcharge, if applicable) labor, equipment, material and shall remain firm for the term of the contract. If price adjustments are requested pursuant to the terms of this contract, the Contractor must notify the County ninety (90) days prior to the current terms expiration date.

PUBLIC DISCLOSURE

Subject to applicable law or regulations, the content of each Bidder's Proposal shall become public information upon the effective date of any resulting contract. A Bidder's disclosure or distribution of the bid, other than to the County, will be grounds for disqualification at the County's option. All electronic files; audio and/or video recordings; and all papers pertaining to any activity performed by the Successful bidder for or on behalf of the County shall be the property of the County and shall be turned over to the County upon request. Bids submitted are not publicly available until after awarded contract is signed by the Jefferson County Commission. Jefferson County reserves the right to retain all Bids submitted and to use any ideas in a bid regardless of whether that bid is selected.

SINGLE BID

If a single bid response is received for this ITB, the bid will be rejected in accordance with Title 41-16-50-a-1 of the Alabama Code. The bid will be opened but will not be read publicly. We will proceed with negotiations for a lower price with the rejected bidder and other bidders by means of sealed quotes. The rejected bidder's initial offer will not be disclosed to other bidders, prior to the awarding of a contract. The award will be made to the company offering the lowest negotiated quotation, provided that all conditions and specifications required by the County are met.

SOLE CONTRACTOR/IMPLEMENTER

The Jefferson County Commission intends to award the contract to a sole contractor. The successful Bidder shall assume total responsibility for all Deliverables whether a sub-contractor or third-party produces them in whole or in part. Further, the County will consider the successful Bidder to be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Contract. The successful Bidder will be fully responsible for any default by a sub-contractor, just as if the successful Bidder itself had defaulted. No sub-contractor will be paid directly by Jefferson County. The successful Bidder will be solely responsible for the success of the entire Project.

STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9:

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.

TAX

Jefferson County is exempt from all tax. Provided however, bidder shall be responsible for payment of all sales, use, lease, ad valorem and any other tax that may be levied or assessed by reason of this transaction.

TELEGRAPHIC/ELECTRONIC BID RESPONSES

Bid responses sent by electronic devices (i.e., facsimile machines and email) are not acceptable and will be rejected upon receipt. Vendors will be expected to allow adequate time for delivery of their bid responses either by airfreight, postal services, or by other means.

Attachment: 7061 Agree (2021-351 : Jones Valley Industries, LLC Septic Tank repairs and Installations)



Jefferson County Commission Purchasing Division



716 Richard Arrington Jr. Blvd N., Room 830, Birmingham, AL 35203-0009

Office: 205.325-5381

Fax: 205-204-4034

www.paca.iccal.org

Michael Matthews, Purchasing Agent, Ph.D., C. P. M.
Regina Johnson, Principal Buyer
Latoria Kenniebrew, Buyer

Date: 2/4/2021
ITB No: 20-21

TERMINATION OF CONTRACT

This contract may be terminated by the county with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.

THIRD-PARTY "REMIT-TO"

If bidder has a third-party "remit-to" company, that information must appear on the Bidder's response. Jefferson county will send payment to the company designated by Bidder on its response, but will not be responsible for resolving payment issues, should the bidder change payment processing companies after a payment has been mailed or without 45-day written notification to the Purchasing and Accounting division of Jefferson County.

USAGE REPORT

At no cost to the County, the Contractor shall be required to provide quarterly, bi-annual, and annual usage reports or reports as requested by Jefferson County Commission Purchasing Division. The reports will include purchase/spend information for; Jefferson County Commission Departments, Jefferson County Commission Entities (EMA, Personnel Board, Sheriff's Office) and Purchasing Association of Central Alabama partners. Report categories will include, but will not be limited to customer name, date of purchase, item description, quantity, dollar value, aggregate sales to date for each customer, customer savings and other such information as requested by Jefferson County Purchasing Division. Excel and PDF are the preferred electronic media for these reports. Failure to provide the requested reports will be deemed as an event of default.

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Attachment: 7061 Agree (2021-351 : Jones Valley Industries, LLC Septic Tank repairs and Installations)



Jefferson County Commission Purchasing Division



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Regina Johnson, Principal Buyer
Latoria Kenniebrew, Buyer

Date: 2/4/2021
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JEFFERSON COUNTY COMMISSION REQUIRED FORMS

Attachment: 7061 Agree (2021-351 : Jones Valley Industries, LLC Septic Tank repairs and Installations)



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Date: 2/4/2021
ITB No: 20-21

BID FORM

(Bidder must use this form. Fill in all spaces.)

A BID BOND OR CASHIER'S CHECK IN THE AMOUNT OF 5% OF BID MUST ACCOMPANY ANY BID \$25,000 OR MORE. BIDS SUBMITTED WITHOUT THE BID BOND WILL NOT BE CONSIDERED.

NOTE: All items will be ordered on an as needed basis.

The undersigned Bidder agrees he will contract with the County to provide all necessary labor, supervision, machinery, tools, apparatus, and other means of construction to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and that he will take in full payment the amount set forth hereon.

Bid No. 20 – 21 to **Residential Septic Tank Installation and Repair**, in its entirety, all Addenda, and the following documents by this reference are hereby made a part of this contract:

- a. Notice of Invitation for Bids
- b. Scope of Work
- c. Instructions to Bidder
- d. Terms and Conditions
- e. Special Provisions for Services
- f. Additional Terms and Conditions
- g. Addenda
- h. Business License
- i. AOWB Installer's License
- j. State Plumbing License
- k. Contractor's Liability Insurance and Bond
- l. Non-Collusion Affidavit
- m. Bid Security Bond
- n. Bidder's Guaranty
- o. Bidder's Statement Regarding Insurance Coverage
- p. Worker's Compensation Insurance Certificate
- q. Bidder's Nondiscriminatory Employment Certificate
- r. Experience Statement
- s. Subcontractors List

Attachment: 7061 Agree (2021-351 : Jones Valley Industries, LLC Septic Tank repairs and Installations)



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Date: 2/4/2021
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CONTRACTOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

1. The undersigned certifies to the Jefferson County Commission through its Office of Community & Economic Development that the Company and its principals:

- NO* (a) Are not presently debarred, suspended, proposed for debarment or suspension, declared ineligible, or voluntarily excluded from any transactions or construction projects involving the use of Federal funds;
- NO* (b) Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- NO* (c) Are not presently for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- NO* (d) Have not within a three-year period preceding this certification had one or more public projects (Federal, State or local) terminated for cause of default.

2. Where the undersigned is unable to certify to any of the statements in this certification, the undersigned shall attach an explanation to this certification.

Jones Valley
Company Name

By: FRED WILKIE

Position: owner

Date: 3-2-21

Attachment: 7061 Agree (2021-351 : Jones Valley Industries, LLC Septic Tank repairs and Installations)



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Regina Johnson, Principal Buyer
Latoria Kenniebrew, Buyer

Date: 2/4/2021
ITB No: 20-21

BID FORM - Continued

Bidder acknowledges receipt of Addenda Number(s) 1 and ____.

The cost of all labor, material, and equipment necessary for the completion of the work itemized, even though not shown or specified, shall be included in the unit price for the various items shown hereon. The (Name of Agency) reserves the right to increase or decrease the quantity of any item or omit items as may be deemed necessary, and the same shall in no way affect or make void the contract. When increases or decreases are made, appropriate additions or deductions from the contract total price will be made at the stipulated unit price.

Item No.	DESCRIPTION	PRICE
1	HOURLY RATE FOR REPAIRS (Material reimbursement @ cost + 20%)	\$155
2	HOURLY RATE FOR BACKHOE WORK	\$100
3	PUMP, CLEAN, & INSPECT TANK AS SPECIFIED	\$600
4	PUMP, CLEAN, & INSPECT (DEEP) TANK AS SPECIFIED	\$725
5	Preform PERK TEST as specified.	\$800
6	Install One (1) 1,000 GALLON (CONCRETE TANK) SEPTIC SYSTEM as specified.	\$4990
7	Install Two (2) 1,000 GALLON (CONCRETE TANKS) and PUMP SYSTEM as specified.	\$2900
8	Install One (1) 1,000 GALLON <u>WATERPROOF TANK (Poly)</u> SYSTEM as specified.	\$5000
9	Install two (2) - 1,000 GALLON <u>WATERPROOF TANKS (Poly)</u> System with Pump as specified.	\$7950
10	Install 375' of FIELD LINE as specified by JCDH.	\$5250
11	Install 75' of FIELD LINE as specified by JCDH.	\$1050
12	Provide an ADDITIONAL TANDUM LOAD OF GRAVEL as required.	\$600
13	Provide an ADDITIONAL TANDUM LOAD OF TOP SOIL as required to complete the installation.	\$1000
GRAND TOTAL (Includes overhead & profit)		\$34,180.00

*Note: Pricing must include all labor, materials (unless otherwise specified), equipment, permits and licenses, and O&P (Overhead & Profit)

*All work will be performed to JCDH (Jefferson County Department of Health) Specifications & Applicable Codes

NAME OF VENDOR

Jones Valley



Jefferson County Commission Purchasing Division

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Latoria Kenniebrew, Buyer

Date: 2/4/2021

ITB No: 20-21

Bid – Continued (Bidder must fill in all spaces)

Total Base Bid (Written in Figures)\$ 36,180.000(Total Base Bid Written in Words) Thirty Six Thousand, One Hundred Eighty + 10/100 -

Award of bid will be made to the lowest responsible and responsive bidder of the Total Amount of Base Bid.

Amount Written in Words. This bid will be awarded based upon the total amount bid as written in words. Where there is a discrepancy between words and figures, WORDS WILL GOVERN. Where there is a discrepancy between item unit price and extended total, UNIT PRICE WILL GOVERN.

Please check your calculations before submitting your bid; the County will not be responsible for Bidder miscalculations.

Maximum Completion or Delivery Time: 7-2100 Days from receipt of order or notice to proceed. Depends on Weather

The Contractor will furnish all labor, material, equipment, permits and inspections by JCDH and the applicable Inspection Services, to complete all itemized Work in a safe, professional manner and shall comply with all local, state, and/or federal codes, standards, and regulations. This includes, but is not limited to, all ICC codes and standards and Jefferson County's Building Codes in unincorporated areas (where applicable). The contractor will remove all debris caused by this work daily. All Work will be guaranteed one (1) year from date of OCD's final acceptance.

*Have you had a bond revoked, denied, or "called in"? Circle: Yes/No

All jobs must be completed within thirty (30) days of an Authorization to proceed unless other arrangements are submitted in writing by the contractor and agreed upon in advance by Jefferson County's Office of Community Development.

Executed on this the 2ND day of March, 2018. 2021

Signature and Title

Company name (print)

Address (print)

City (print)

Zip

Telephone Numbers (Business & Cell)

Fax Number

Contractor's Federal Tax ID Number

Contractor's DUNS Number



Jefferson County Commission Purchasing Division



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Latoria Kenniebrew, Buyer

Date: 2/4/2021
ITB No: 20-21

BID FORM - Continued

Subcontractor Information. Does this proposal include the use of subcontractors?
Yes ☒ No ☐ Initials JA

Jemison Plumbing
Company Name of Bidder

426 Jerry Coleman St.
Mailing Address (PO Box or street)

Fairfield AL
(Agency), State, and Zip Code

JA Jemison
Name of Authorized Representative

JA Jemison Owner
Signature Title

Plumber/603 F.Hor
Type of Business (Corp, Partnership, Sole Proprietorship)

205-821-6294
Telephone Number

X/A
Facsimile Number

Attachment: 7061 Agree (2021-351 : Jones Valley Industries, LLC Septic Tank repairs and Installations)



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Latoria Kenniebrew, Buyer

Date: 2/4/2021

ITB No: 20-21

EXPERIENCE STATEMENT To Be Submitted with Bid

List at least three references for work of a similar nature performed within the last three years.

I hereby certify that I have performed the work listed below.

ALL IN 2000

Signature of Bidder

Reference 1:

Customer's name, and phone number: Jo Jo Alabady - 205-209-1950

Site Address, City, Zip: 118 Reed Rd Trafford AL 35772

Dollar Amount and Scope of Work:

5400⁰⁰ - 250' line put of Eq 24
Full line

Reference 2:

1-205-369-1673

Customer's name, and phone number: Bruce Taylor 1800 Wehapp Lake

Site Address, City, Zip: Leeds AL

Dollar Amount and Scope of Work:

8500⁰⁰ - Pump and 200'
Full line

Reference 3:

Customer's name, and phone number: Kathy Weaver 205-353-8498

Site Address, City, Zip: 614 Reed RD Trafford AL

Dollar Amount and Scope of Work:

1000 Septic tank and 300' of Full line
\$8900.00

Attachment: 7061 Agree (2021-351 : Jones Valley Industries, LLC Septic Tank repairs and Installations)



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Date: 2/4/2021

ITB No: 20-21

SUBCONTRACTORS LIST

The following is a list of the subcontractors that will be used in the work if the Bidder is awarded the contract, and no subcontractor not listed below will be used without the written approval of the (Name of Agency). Additional numbered pages outlining this portion of the bid may be attached to this page. **NOTE: Subcontractors' address, telephone number, license numbers, class and expiration date information may be omitted from this form but must then be submitted within two (2) working days following the opening of bids. Subcontractor name, location, and item of work must be stated at the time of the bid.**

Bidder Name

Jones Valley

SUBCONTRACTORS LIST, Page 1			
All Subcontractors in excess of 1/2 of 1% of total bid must be listed.			
SUBCONTRACTOR:		ITEM OF WORK:	
LOCATION/ADDRESS:		Plumbing.	
LICENSE NO.	EXPIRATION DATE:	PHONE:	
CLASS:			
SUBCONTRACTOR:		ITEM OF WORK:	
LOCATION/ADDRESS:			
LICENSE NO.	EXPIRATION DATE:	PHONE:	
CLASS:			

Attachment: 7061 Agree (2021-351 : Jones Valley Industries, LLC Septic Tank repairs and Installations)



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Latoria Kenniebrew, Buyer

Date: 2/4/2021
ITB No: 20-21

JEFFERSON COUNTY COMMISSION SAMPLE CONTRACT

THIS AGREEMENT entered into, by and between Jefferson County, Alabama, hereinafter called "the County", and VENDOR, hereinafter called "the Contractor". The effective date of this agreement shall be upon Commission Approval.

WHEREAS, the County desires to contract for Jones Valley for the County.

WHEREAS, the Contractor desires to furnish said professional services to the County;

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

1. **ENGAGEMENT OF CONTRACTOR:** *The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.*
2. **SCOPE OF WORK:**
 - A. *Jefferson County representatives will call the Contractor for service. The Contractor must coordinate site access directly with the appropriate authority at each location and follow customary check-in procedures upon arrival. See list of appropriate authority at each location and contact information in "Exhibit A". Vendor must coordinate and provide services within 48 hours. Service coordination and response to non-routine service calls must be provided within twenty-four (24) hours of notification in the event of an equipment operational issue.*
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** *The Contractor shall be available to render professional services to Jefferson County at any time after the effective date of this Contract. The completion date of all services under this Contract is not to exceed three (3) full years after Commission Approval.*
4. **COMPENSATION:** *See "Exhibit A".*
5. **ACT 2016-312 PROHIBITION AGAINST BOYCOTTING:** *Contractor certifies that it is not currently engaged in, and for the duration of this agreement will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state enjoys open trade.*
6. **AMENDMENT OF AGREEMENT:** *This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.*
7. **ASSIGNMENT:** *No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorized the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractor(s) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.*
8. **COUNTY FUNDS PAID:** *Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant 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 or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any*



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Michael Matthews, Purchasing Agent, Ph.D., C. P. M.
Regina Johnson, Principal Buyer
Latoria Kenniebrew, Buyer

Date: 2/4/2021
ITB No: 20-21

member of the governing body or employee of the governing body member or employee or official as 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 Contractor shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

9. **GOVERNING LAW/DISPUTE RESOLUTION:** *The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement 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 jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.*
10. **HOLD HARMLESS AND INDEMNIFICATION:** *Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon County because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees. Before beginning work, contract party shall file with the County a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation and Employer's Liability.*
11. **INDEPENDENT CONTRACTOR:** *The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.*
12. **INSURANCE:** *Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than fifteen (15) days after purchase order date Contractor must have adequate General and Professional liability insurance of \$1,000,000 per occurrence.*
13. **INVOICING:** *All invoices must agree with the purchase order in description and price and include the following information: 1) Purchase Order Number; 2) Ship-to-Department name and address. In order to ensure prompt payment, ALL ORIGINAL INVOICES must be sent to:*

Jefferson County Commission
Finance Department
Room 820 County Courthouse
716 Richard Arrington, Jr. Blvd. North
Birmingham, AL 35203
14. **LIABILITY:** *The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold*



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Michael Matthews, Purchasing Agent, Ph.D., C. P. M.
Regina Johnson, Principal Buyer
Latoria Kenniebrew, Buyer

Date: 2/4/2021
ITB No: 20-21

harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.

15. **MISCELLANEOUS REQUIREMENTS:** Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
16. **NON-DISCRIMINATION POLICY:** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
17. **PAYMENT TERMS:** Net 30 Days upon Receipt of an accurate invoice.
18. **STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9:** 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.
19. **STATEMENT OF CONFIDENTIALITY:** Contractor agrees that any information accessed or gained in performance of those duties will 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 required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.
20. **TERMINATION OF CONTRACT:** This contract may be terminated by the County with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals or caused these presents to be executed by their duly authorized representative.

VENDOR

By:  Date: 3-2-21
Authorized Representative for Contractor

JEFFERSON COUNTY, ALABAMA:

By: James A. Stephens, President Date: _____
Jefferson County Commission



Jefferson County Commission Purchasing Division



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Latoria Kenniebrew, Buyer

Date: 2/4/2021

ITB No: 20-21

EXHIBIT A

BUILDING	ADDRESS	FACILITY MANAGER
LOCATION <i>PINSON</i>	ADDRESS <i>4154 Main St</i>	CONTACT <i>FRED WILKINS</i>
LOCATION	ADDRESS	CONTACT
LOCATION	ADDRESS	CONTACT
LOCATION	ADDRESS	CONTACT

Attachment: 7061 Agree (2021-351 : Jones Valley Industries, LLC Septic Tank repairs and Installations)



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NOTIFICATION OF INTENT TO RESPOND

Reference ITB #20 – 21

“RESIDENTIAL SEPTIC TANK INSTALLATION AND REPAIR”
(Return signed statement no later than February 17, 2021 by 5:00 P.M.)

- (☒) On behalf of myself/my firm/institution, I hereby certify that I/we intend to submit a response.
- (☐) On behalf of myself/my firm/institution, I hereby certify that I/we do not intend to submit a response.

Authorized Signature

Individual/Institution/Firm

Title

Date

NOTE

You may email the form back to me at johnsonre@jccal.org.

Attachment: 7061 Agree (2021-351 : Jones Valley Industries, LLC Septic Tank repairs and Installations)



Jefferson County Commission Purchasing Division

716 Richard Arrington Jr. Blvd N., Room 830, Birmingham, AL 35203-0009

Office: 205.325-5381

Fax: 205-204-4034

www.paca.jccal.org

Michael Matthews, Purchasing Agent, Ph.D., C. P. M.
Regina Johnson, Principal Buyer
Latoria Kenniebrew, Buyer

Date: 2/4/2021
ITB No: 20-21

NON-COLLUSION AFFIDAVIT

I, Fred Willis, an authorized agent/representative of Jones Valley, attest that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham ITB, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham ITB, or that anyone shall refrain from proposing; that the Bidder has not in any manner, directly or indirectly sought by agreement, communication or conference with anyone to fix the ITB of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the ITB price or of that of any Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the ITB are true; and further, that the Bidder has not, directly or indirectly, submitted his/her ITB price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any corporation, partnership, company, association, organization, ITB depository, or to any member or agent thereof, to effectuate a collusive or sham ITB.

I, the undersigned, hereby certify that I have read and understand this Non-Collusion Affidavit and guarantee complete compliance with all the terms, conditions and stipulations.

Subscribed and Sworn to
Before me this 2 day
of March 2021.

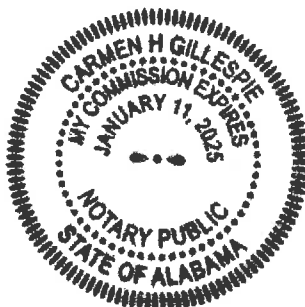
Carmen H Gillespie
Notary Public of
My Commission expires 01/11/2025

BY

Authorized Signature of Bidder

3-2-21
Date

FRED WILLIS
Print or Type Name of Bidder





Jefferson County Commission Purchasing Division

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Regina Johnson, Principal Buyer
Latoria Kenniebrew, Buyer

Date: 2/4/2021
ITB No: 20-21

AFFIDAVIT OF CONTRACTOR

Alabama Act 2011-535

I affirm the following:

1. I will not knowingly employ, hire for employment, or continue to employ an unauthorized alien; and,
2. I affirm that the below listed Business Organization is enrolled in the E-Verify program, that the Business Organization listed below will remain enrolled in the E-Verify program during the term of the contract and that every employee that is required to be verified will be verified according to the applicable federal rules and regulations; and
3. I acknowledge that §9(e) Alabama Act 2011-535 authorizes the County to terminate this contract for a first violation of §9(a) of said Act, and requires the County to terminate this contract for a second violation of §9(a) of said Act.

FRED WILLIS
Printed Name of Contract (or Authorized Representative)

Owner
Title

[Signature]
Signature of Contract (or Authorized Representative)

3-2-21
Date Signed

Jones Valley
Name of Business Entity

205-335-3342
Phone Number

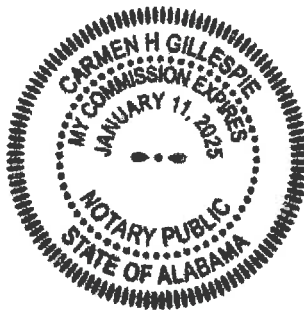
State of Alabama

County of Jefferson

Sworn to and subscribed before me on this 2 day of March, 2021.

Carmen H Gillespie
NOTARY PUBLIC

My Commission Expires: January 11, 2025



Attachment: 7061 Agree (2021-351 : Jones Valley Industries, LLC Septic Tank repairs and Installations)



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Michael Matthews, Purchasing Agent, Ph.D., C. P. M.
Regina Johnson, Principal Buyer
Latoria Kenniebrew, Buyer

Date: 2/4/2021
ITB No: 20-21

JEFFERSON COUNTY, ALABAMA EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION FORM

Contractor/Vendor Name:

Address:

Jones Valley Industries
mailing → P.O. Box 812 Pinson AL - 35126
physical → 4194 Main St Pinson AL 35126

The Contractor acknowledges receipt of Jefferson County's Equal Employment Opportunity Contractor Compliance Administrative Order (attached hereto) and certifies that it is an equal opportunity employer and agrees to the requirements of the Policy and the Equal Employment Opportunity Clause therein. It further certifies that it will require all subcontractors to execute an Equal Employment Opportunity statement and certification of compliance in accordance with Jefferson County Administrative Order 08-4 as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status pursuant to the provisions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 1981, 1983, 1986 and all amendments thereto relative to discriminatory employment practices. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. In the event of the Contractor's non-compliance with the equal employment opportunity clause of this contract, this contract may not be awarded or may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further County contracts.
3. The Contractor will include the provisions of paragraph (1) in every subcontract or purchase order.
4. The Contractor shall certify to the County its compliance with this policy prior to receipt of any contract or business with the County.

The Contractor will furnish to the County, upon request, reports, notices, policies and/or information certifying compliance with this policy.

In the event of the Contractor's non-compliance with the equal employment opportunity clause of this contract, this contract may not be awarded or may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further County contracts.

3-2-21
Date

Signature

Title



Jefferson County Commission Purchasing Division



716 Richard Arrington Jr. Blvd N., Room 830, Birmingham, AL 35203-0009

Office: 205.325-5381

Fax: 205-204-4034

www.paca.jcca.org

Michael Matthews, Purchasing Agent, Ph.D., C. P. M.
Regina Johnson, Principal Buyer
Latoria Kenniebrew, Buyer

Date: 2/4/2021

ITB No: 20-21

DEBARMENT STATEMENT

CERTIFICATION REGARDING DEBARMENT, SUSPENSIONS, AND OTHER RESPONSIBILITY MATTERS (Executive Order 12549, Debarment and Suspension, 34 CFR Part 85)

Bidder/Offeror certifies to the best of its knowledge and belief, that it and its principals:

- (a) ☐ Are ☒ are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) ☐ Have ☒ have not within a three-year period preceding award of this contract been convicted of or had civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) ☐ Are ☒ are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or Local) with commission on any of the offenses enumerated in Paragraph (b) above; and
- (d) ☐ Have ☒ have not within a three-year period preceding award of this contract had one or more public transactions (Federal, State or Local) terminated for cause of default.

Vendor Authorized Signature

Date

FRED WILLIS / Jones Valley
Typed or Printed Name

1TB 20-21
Solicitation Number

Attachment: 7061 Agree (2021-351 : Jones Valley Industries, LLC Septic Tank repairs and Installations)



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Regina Johnson, Principal Buyer
Latoria Kenniebrew, Buyer

Date: 2/4/2021
ITB No: 20-21

SIGNATURE PAGE

The Jefferson County Commission, or its Agent, shall have the right to waive any informality or irregularity. Under certain limited conditions, the Purchasing Department may apply a local preference option in determining the low bid for purchases of personal property.

All provisions of this Invitation are accepted by bidder as part of any contract or purchase resulting therefrom.

Date: 3-2-21 Company Name: Jones Valley Web Address: Earl Fred At JV @ AOL.com

Terms: _____ Address: P.O. Box 812 City: PINSON

County: Jefferson State: AL Zip: 35126 Phone: (205) 335-3342

If Jefferson County Business License were issued to your company for the past twelve (12) months, please list numbers. _____

Vendor's Federal I.D. Number: 47-2605265

I certify that Jones Valley has ☒ has not _____ been in operation for one year at
(Company Name) (Check one)
location(s) zoned for the type of business conducted by my company at the address stated above.

DUNS #: 030236786

(Authorized Signature)

Fred At JV

(Print Name)

Fred At JV @ AOL.com

(E-Mail Address)

Toll Free Phone: 205-335-3342 Fax Number: 2

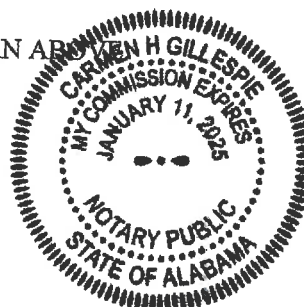
Return original bid in enclosed envelope. Authorized signature of bidder must be in ink.

Bids received in our office after the specified date and hour will not be considered.

INDICATE THE FOLLOWING ADDRESSES IF DIFFERENT FROM ABOVE:

1. BID AWARD NOTICE ADDRESS
2. PURCHASE ORDER ADDRESS
3. REMITTANCE ADDRESS (AND NAME IF DIFFERENT THAN ABOVE)

Notary Public: Carmen Gillespie
My Commission Expires: January 11, 2025



ACCOUNT NO:
214358-BUSJ

JEFFERSON COUNTY

LICENSE NO:
00136278

LICENSE YEAR
2020-2021

Expires: September 30, 2021

Issued Date: March 03, 2021

ISSUED TO:
JONES VALLEY INDUSTRIAL CONSTRUCTION LLC
POB 812
PINSON, AL 35126

LOCATION:
JONES VALLEY INDUSTRIAL CONSTRUCTION
LLC
3508 DAVIS RD
CENTER POINT, AL 35215

THE ENTITY INDICATED ABOVE, HAVING PAID THE REQUIRED LICENSE TAX TO THE DIRECTOR OF REVENUE OF JEFFERSON COUNTY, IS HEREBY ISSUED THIS LICENSE, UNDER JEFFERSON COUNTY ORDINANCE NO. 1801:

Schedule	Class of License
JCBL	Jefferson County Bus Lic

Licenses paid by check are void if check not honored upon first presentation to the bank.

DATE _____	TRANSFER OF LICENSE	
EVIDENCE HAVING BEEN PRESENTED TO ME THAT A BONA FIDE SALE OF THE BUSINESS LICENSED BY THIS CERTIFICATE HAS BEEN MADE. THIS LICENSE IS TRANSFERRED FOR THE UNEXPIRED PERIOD TO:		
_____	Purchaser	
_____	Director of Revenue	Travis A. Hulse, Director

Attachment: 7061 Agree (2021-351 : Jones Valley Industries, LLC Septic Tank repairs and Installations)

**RENEW LICENSE
OCTOBER 1st THROUGH OCTOBER 31st**

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. FRED WILLIS			
2 Business name/disregarded entity name, if different from above Jones Valley Fred LLC			
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶			
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.) See instructions. POB 812	
6 City, state, and ZIP code PINSON AL 35126		7 List account number(s) here (optional)	
Requester's name and address (optional)			

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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
4	7	-	2	6	0	5	2	6

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 for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>1-22-20</u>
-----------	-----------------------------------	------------------------------

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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-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*, later.



CERTIFICATE OF LIABILITY INSURANCE

 DATE CERTIFICATE:
03/01/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Wiggins Insurance, LLC 5973 Chalkville Mountain Ln Ste A Birmingham, AL 35226		CONTACT: David K Wiggins PHONE: 205-853-6429 FAX: 205-853-6728 EMAIL: david@wiggins.com ADDRESS:															
INSURED: Jones Valley Industries, LLC PO Box 612 Prichard, AL 35120		INSURERS AFFORDING COVERAGE: <table border="1"> <tr> <th>INSURER A:</th> <th>NAIC #</th> </tr> <tr> <td>Evanson Insurance</td> <td>35378</td> </tr> <tr> <td>FCCI Insurance Company</td> <td>10176</td> </tr> <tr> <td>Bridgefield Casualty Insurance Company</td> <td>10335</td> </tr> <tr> <td>Nautilus Ins Co</td> <td>17370</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER A:	NAIC #	Evanson Insurance	35378	FCCI Insurance Company	10176	Bridgefield Casualty Insurance Company	10335	Nautilus Ins Co	17370	INSURER E:		INSURER F:	
INSURER A:	NAIC #																
Evanson Insurance	35378																
FCCI Insurance Company	10176																
Bridgefield Casualty Insurance Company	10335																
Nautilus Ins Co	17370																
INSURER E:																	
INSURER F:																	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
PROD. CAT.	TYPE OF INSURANCE	ADOL. SLURK	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR A 3AA319657 01/01/2021 01/01/2022 LIMITS: EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 2,000,000 PRODUCTS - COMPREHENSIVE \$ 1,000,000					
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS MIXED AUTOS NON-OWNED AUTOS B CA100001035801 02/01/2021 02/01/2022 LIMITS: BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000					
UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE C 196-40272 01/01/2021 12/31/2022 LIMITS: EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000					
WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFF FIDELITY/INSURER EXCLUDED? (Mandatory in AL) D 357237001 03/01/2020 03/31/2021 LIMITS: LOSS/DAMAGE TO EQUIPMENT \$ 50,000					
Contractor's Equipment (supplied by AmeriGas) 357237001 03/01/2020 03/31/2021 LOSS/DAMAGE TO EQUIPMENT \$ 50,000					
DESCRIPTION OF OPERATIONS (LOCATIONS) VEHICLES (ATTACH ACORD 101, Additional Remarks Schedule, if more space is required)					

CERTIFICATE HOLDER Joel Knight Jefferson County Commission 716 Richard Arrington Jr Blvd. N. Suite A430 Birmingham, Alabama 35203	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE David Wiggins
--	--

ACORD 25 (2010/05)

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Attachment: 7061 Agree (2021-351 : Jones Valley Industries, LLC Septic Tank repairs and Installations)

ALABAMA ONSITE WASTEWATER BOARD

2021



ALABAMA ONSITE WASTEWATER BOARD CERTIFICATE OF LICENSE

Fred W. Hosey
P.O. Box 35126
Prichard AL 36126

Basic Fee: \$ 285
Pumper # Inactive
Member's Fee \$ -
Palloffs Ticket # -

P.O. Box 303562 • Montgomery, Alabama 36130 3562
www.alowwba.com/gov

EXPLOSIVE TAGS 3, 209, 3681

FRED W. HOSEY
is Licensed as a(n)
Installer License #: 2939, Pumper License #: INACTIVE,

Melissa A. Hines
EXECUTIVE DIRECTOR

02/24/2021
ISSUE DATE

12/31/2021
EXPIRATION DATE
3681

CERTIFICATE OF CONTINUING EDUCATION

THIS CERTIFIES THAT

FRED HOSEY

OF PINSON, AL

RECEIVED:

6 UNITS ONSITE WASTEWATER ONLINE CONTINUING EDUCATION

ON: 1/7/2021

AWARDED BY:

THE ALABAMA ONSITE WASTEWATER ASSOCIATION

ALAN ASTIN
AOWA PRESIDENT



CHARLES HALL
EXECUTIVE DIRECTOR

AOWA - ONLINE CEL - 2020 / 634



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:
Elise Faust of Brookfield, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, *(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds)*, as follows: Effective Date: 12/28/2020 12:00:00 AM

Bond Number: W150333402

Bond Amount:

Fifteen Thousand Dollars

\$15,000.00

Principal Name: Fred Hosey

Obligee Name: AL Onsite Wastewater Board of Montgomery, AL

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that the president, any vice president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 24th day of September, 2020.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 24th day of September, 2020, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: 09/28/2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

0920014



Signed and sealed at the City of Brookfield, WI this 24th day of September, 2020.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-08)

WIGGINS INSURANCE, LLC

Attachment: 7061 Agree (2021-351 : Jones Valley Industries, LLC Septic Tank repairs and Installations)

Old Republic Surety Company
PO Box 1635
Milwaukee, WI 53201-1635

CONTINUATION CERTIFICATE

BOND NUMBER	BOND DESCRIPTION	BOND AMOUNT	EFFECTIVE DATE	EXPIRATION DATE
W150333402	On-Site Waste Water	15,000.00	12/28/2020	12/28/2021

PRINCIPAL

Fred Hosey
P O Box 812

Pinson, AL 35126

OBLIGEE

AL Onsite Wastewater Board
PO Box 303552

Montgomery, AL 36310-3552

ORIGINAL FOR BOND RENEWAL

THIS BOND CONTINUES IN FORCE TO THE ABOVE EXPIRATION DATE. CONDITIONED AND PROVIDED THAT THE LOSSES OR RECOVERIES ON IT AND ANY AND ALL ENDORSEMENTS SHALL NEVER EXCEED THE PENALTY SET FORTH IN THE BOND AND WHETHER THE LOSSES OR RECOVERIES ARE WITHIN THE FIRST AND/OR SUBSEQUENT OR WITHIN ANY EXTENSION OR RENEWAL PERIOD, PRESENT, PAST OR FUTURE. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

SIGNED AND DATED THIS 24th DAY OF September 2020

0920014

WIGGINS INSURANCE, LLC
5971 CHALKVILLE MOUNTAIN LN
STE A
BIRMINGHAM, AL 35235
205-853-6429

Old Republic Surety Company

SURETY

By E. O. T. Faust
ATTORNEY-IN-FACT



ORSC 22054 (8/94)

Attachment: 7061 Agree (2021-351 : Jones Valley Industries, LLC Septic Tank repairs and Installations)



*SubContractor
Information*

Confirmation # **637479510788242168** License Year **2021**

Avenue Account # 261997

Company Name JEMISON PLUMBING

Trade Name

Location Name

Mailing Address 426 JERRY COLEMAN ST

Physical Address 426 JERRY COLEMAN ST

FAIRFIELD, AL 35064-1937

FAIRFIELD, AL 35064-1937

Schedule No	Schedule Code	Schedule	Gross Receipts	Units	Issue Fee	License Fee	Penalty	Interest	Total
238201	00	PLUMBING, GAS FITTERS	\$0.00	1	\$0.00	\$180.00	\$0.00	\$0.00	\$180.00

Payment Type: Credit Card	\$180.00
Convenience Fee	\$0.00
Total Remitted	\$180.00

ADDITIONAL INFORMATION

NEW BUSINESSES: Municipal approval is required before an official license can be issued and before business should commence. Once approved, an official license will be issued.

RENEWAL BUSINESSES: Questions regarding the issuance of your official business license should be directed to Avenue Insights & Analytics. If additional documentation (i.e. certification from a regulatory board or agency) is required but not submitted, your license will be placed in a hold status.

ADDITIONAL DOCUMENTATION AND/OR REQUIREMENTS: Certain license types require additional documentation such as certification from a regulatory board or agency or approval by this municipality. During the payment process, you may have been notified of these requirements. However, a list of license prerequisites and required documentation are available at www.avenueinsights.com. Additional required documentation should be submitted to Avenue via email, fax or mail.

CONFIRMATION #: The confirmation number provided on this receipt confirms only that you have submitted a filing and/or payment. If your payment is not processed successfully, you will be contacted by Avenue Insights & Analytics.

TEMPORARY BUSINESS LICENSE: Unless otherwise instructed, this receipt serves as a temporary business license valid for no longer than 30 days from the date on this receipt or until an official business license has been issued if sooner than 30 days.

QUESTIONS? Please reference your Avenue Account # on all correspondence. This # is needed to ensure that the information supplied is applied appropriately to your account. Failure to submit required documentation or meet license requirements will delay the issuance of an official license.

Avenue Insights & Analytics

Attn: Business License Department

PO Box 830900

Birmingham, AL 35283-0900

Email: businesslicense@avenueinsights.com

Toll Free Phone: (800) 556-7274

Fax: (800) 528-6529

Website: www.avenueinsights.com

Attachment: 7061 Agree (2021-351 : Jones Valley Industries, LLC Septic Tank repairs and Installations)

Plumber's and Gas Fitter's Bond

BOND NO. W150397939

KNOW ALL MEN BY THESE PRESENTS:

That we, JEMISON PLUMBING
Old Republic Surety Company

hereinafter called Principal, and _____
 as Surety, are held and firmly bound unto the City of Birmingham, a municipal corporation, in the sum of one
 Thousand (\$10,000.00) Dollars, for the payment of which well and truly to be made we hereby bind
 ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
 these presents.

The condition of the foregoing obligation is such, however, that:

WHEREAS, the said Principal is engaged in the business of plumbing, gas fitting, steam fitting, drain
 laying, excavating, and/or blasting in the City of Birmingham, now if the said Principal shall faithfully
 observe all ordinances and laws of the said City pertaining to said business or businesses, whether now in
 hereafter enacted, together with all rules and regulations established under the authority of said laws or
 ordinances; and shall perform in a workmanlike manner all work undertaken by said Principal in the
 prosecution of said business or businesses; and shall indemnify and save harmless the said City from all
 liability occasioned or arising from acts done or omitted by said Principal, its servants and agents, in doing
 said work, or from any unlawful or inadequate work; and shall adequately safeguard all ditches and
 excavations which may be opened by said Principal in the streets of said City; and shall restore, or cause to
 be restored, in a workmanlike manner, to their former condition, all such portions of said streets excavated
 by said Principal, and pay the expenses thereof; and shall maintain said restored portions in a safe condition
 for the period of one year from the date of such excavation; and shall defend all suits brought against the
 City based, in whole or in part, upon any act or default for which said Principal is responsible, and pay the
 costs and expenses thereof, and shall pay all such damages as any person, firm or corporation may sustain
 by reason of violation of said laws, ordinances or regulations by said Principal, its servants and agents, or
 by reason of the negligence of said Principal, its servants or agents, in the prosecution of said business or
 businesses, then this bond to be void, otherwise to remain in full force and effect.

Except as to liability accruing prior to the effective date of cancellation, the surety's liability on this
 bond shall be terminated 15 days after receipt by the Director of Finance of written notice of the surety's
 intent to cancel.

Any person, firm or corporation injured in person or property by reason of any violation of said
 laws, ordinances or regulations by said Principal, or by any act, default or omission constituting a breach of
 any of the conditions of this bond, may maintain a suit or action against for such injury.

IN WITNESS WHEREOF, the said Principal and the said Surety have hereto set their hands and
 seals at Brookfield, Wisconsin, on this the 3rd day of February, 20 21

(SEAL)

JEMISON PLUMBING

Old Republic Surety Company

(SEAL)



E. Cise Faust

(SEAL)

Old Republic Surety Company
PO Box 1635
Milwaukee, WI 53201-1635
www.orsurety.com

NEW BUSINESS – Principal's Copy
Execution Report

PRINCIPAL

JEMISON PLUMBING
426 JERRY COLEMAN ST

FAIRFIELD, AL 36064

OBLIGEE

City of Birmingham
710 N 20th St

Birmingham, AL 35203-2216

BOND NUMBER: W160397638

BOND AMOUNT: 10,000.00

BOND DESCRIPTION:

Plumber & Gas Fitter

EFFECTIVE DATE: 02/03/2021

EXPIRATION DATE: 02/03/2022

PREMIUM DUE: 100.00

FEES: 0.00

PAYMENT DUE SURETY: 100.00

FULL PREMIUM AND APPLICABLE FEES ARE DUE ON DIRECT BILL BONDS.

BILLING TYPE: B (D-DIRECT BILL, B-AGENCY BILL)

AGENCY 0920142 (205) 322-0311
ALL AMERICAN INSURANCE AGENCY DBA ALABAMA ASSURANCE AGENCY
819 3RD AVE N

BIRMINGHAM, AL 35203

REMARKS

None

THANK YOU FOR YOUR BUSINESS.



Jefferson County Commission Purchasing Division



716 Richard Arrington Jr. Blvd N., Room 830, Birmingham, AL 35203-0009 Office: 205.325-5381 Fax: 205-204-4034

www.paca.jccal.org

Michael Matthews, Purchasing Agent, Ph.D., C. P. M.
Regina Johnson, Principal Buyer
Latoria Kenniebrew, Buyer

Date: 3/4/2021
ITB No: 20-21

March 4, 2021

NEGOTIATED BID RESPONSE

Due to the fact we received only one valid, sealed bid response for **ITB# 20 – 21 RESIDENTIAL SEPTIC TANK INSTALLATION AND REPAIR**, the Alabama State Bid Law (Title 41-16-50-a-1) states: A negotiated price must be obtained which is lower than the single sealed bid price.

In the event that we are unable to reach an agreement, we then will have to put this out for rebid in order to assure that we have received the best possible pricing for Residential Septic Tank Installation and Repair for Jefferson County; and that we have done what is in the best interest of Jefferson County Commission.

You can email your negotiated price (johnsonre@jccal.org), but the original must be submitted via United States Postal Mail or your preference mail carrier to:

Jefferson County Commission
Regina Johnson, Principal Buyer
Purchasing Department
716 Richard Arrington Jr Blvd No, Rm 830
Birmingham, AL 35203

Must be marked:

NEGOTIATED BID# 20 – 21 RESIDENTIAL SEPTIC TANK INSTALLATION AND REPAIR

Sincerely,



Regina Johnson, Principal Buyer

Jones Valley LLC
NAME OF FIRM

OWNER
SIGNATURE/TITLE

3-5-21
DATE

***NOTE: This must be returned along with your negotiated bid response.**



Jefferson County Commission Purchasing Division



716 Richard Arrington Jr. Blvd N., Room 830, Birmingham, AL 35203-0009 Office: 205.325-5381 Fax: 205-204-4034 www.paca.local.org

Michael Matthews, Purchasing Agent, Ph.D., C. P. M.
Regina Johnson, Principal Buyer
Latoria Kenniebrew, Buyer

Date: 3/4/2021
ITB No: 20-21

****NEGOTIATED BID****

BID FORM

(Bidder must use this form. Fill in all spaces.)

Bidder acknowledges receipt of Addenda Number(s) 2 and .

The cost of all labor, material, and equipment necessary for the completion of the work itemized, even though not shown or specified, shall be included in the unit price for the various items shown hereon. The (Name of Agency) reserves the right to increase or decrease the quantity of any item or omit items as may be deemed necessary, and the same shall in no way affect or make void the contract. When increases or decreases are made, appropriate additions or deductions from the contract total price will be made at the stipulated unit price.

Item No.	DESCRIPTION	PRICE
1	HOURLY RATE FOR REPAIRS (Material reimbursement @ cost + 20%)	\$155
2	HOURLY RATE FOR BACKHOE WORK	\$100
3	PUMP, CLEAN, & INSPECT TANK AS SPECIFIED	\$600
4	PUMP, CLEAN, & INSPECT (DEEP) TANK AS SPECIFIED	\$785
5	Preform PERK TEST as specified.	\$800
6	Install One (1) 1,000 GALLON (CONCRETE TANK) SEPTIC SYSTEM as specified.	\$4990
7	Install Two (2) 1,000 GALLON (CONCRETE TANKS) and PUMP SYSTEM as specified.	\$7700
8	Install One (1) 1,000 GALLON <u>WATERPROOF TANK (Poly)</u> SYSTEM as specified.	\$4900
9	Install two (2) - 1,000 GALLON <u>WATERPROOF TANKS (Poly)</u> System with Pump as specified.	\$7800
10	Install 375' of FIELD LINE as specified by JCDH.	\$5100
11	Install 75' of FIELD LINE as specified by JCDH.	\$1000
12	Provide an ADDITIONAL TANDUM LOAD OF GRAVEL as required.	\$600
13	Provide an ADDITIONAL TANDUM LOAD OF TOP SOIL as required to complete the installation.	\$1000
GRAND TOTAL (Includes overhead & profit)		\$35,530 ⁰⁰

*Note: Pricing must include all labor, materials (unless otherwise specified), equipment, permits and licenses, and O&P (Overhead & Profit)

*All work will be performed to JCDH (Jefferson County Department of Health) Specifications & Applicable Codes

NAME OF YOUR COMPANY

Jones Valley LLC



Jefferson County Commission Purchasing Division



716 Richard Arrington Jr. Blvd N., Room 830, Birmingham, AL 35203-0009

Office: 205.325-5381

Fax: 205-204-4034

www.paca.jccal.org

Michael Matthews, Purchasing Agent, Ph.D., C. P. M.
Regina Johnson, Principal Buyer
Latoria Kenniebrew, Buyer

Date: 3/4/2021
ITB No: 20-21

BID FORM- Continued

Total Base Bid (Written in Figures)\$ 35,530.00

(Total Base Bid Written in Words) Thirty Five Thousand, Five Hundred Thirty - 00/100

Award of bid will be made to the lowest responsible and responsive bidder of the Total Amount of Base Bid.

Amount Written in Words. This bid will be awarded based upon the total amount bid **as written in words**. Where there is a discrepancy between words and figures, **WORDS WILL GOVERN**. Where there is a discrepancy between item unit price and extended total, **UNIT PRICE WILL GOVERN**.

Please check your calculations before submitting your bid; the County will not be responsible for Bidder miscalculations.

Maximum Completion or Delivery Time: 7-21 Days from receipt of order or notice to proceed. Depending on weather

The Contractor will furnish all labor, material, equipment, permits and inspections by JCDH and the applicable Inspection Services, to complete all itemized Work in a safe, professional manner and shall comply with all local, state, and/or federal codes, standards, and regulations. This includes, but is not limited to, all ICC codes and standards and Jefferson County's Building Codes in unincorporated areas (where applicable). The contractor will remove all debris caused by this work daily. All Work will be guaranteed one (1) year from date of OCD's final acceptance.

*Have you had a bond revoked, denied, or "called in"? Circle: Yes / No

All jobs must be completed within thirty (30) days of an Authorization to proceed unless other arrangements are submitted in writing by the contractor and agreed upon in advance by Jefferson County's Office of Community Development.

Executed on this the 5th day of March, 2018. 21.

Signature and Title OWNER

Company name (print) Jones Valley LLC

Address (print) P.O. Box 812

City (print) PINSON

AL

Zip 35126

Telephone Numbers (Business & Cell) cell 205-335-3342 / office 205 681-0333

Fax Number 2

Contractor's Federal Tax ID Number 47-2605265

Contractor's DUNS Number #030236786



Jefferson County Commission Purchasing Division



716 Richard Arrington Jr. Blvd N., Room 830, Birmingham, AL 35203-0009

Office: 205.325-5381

Fax: 205-204-4034

www.pdca.jccal.org

Michael Matthews, Purchasing Agent, Ph.D., C. P. M.
Regina Johnson, Principal Buyer
Latoria Kenniebrew, Buyer

Date: 3/4/2021
ITB No: 20-21

SIGNATURE PAGE

The Jefferson County Commission, or its Agent, shall have the right to waive any informality or irregularity. Under certain limited conditions, the Purchasing Department may apply a local preference option in determining the low bid for purchases of personal property.

All provisions of this Invitation are accepted by bidder as part of any contract or purchase resulting therefrom.

Date: 3-5-21 Company Name: Jones Valley LLC Email: Fred@JVL.com Web Address: Fred@JVL.com

Terms: _____ Address: P.O. Box 812 City: PINSON

County: Jefferson State: AL Zip: 35126 Phone: 205 335-3342

If Jefferson County Business License were issued to your company for the past twelve (12) months, please list numbers.

00136278

Vendor's Federal I.D. Number: 47-2605265

I certify that Jones Valley has ☒ has not _____ been in operation for one year at
(Company Name) (Check one)
location(s) zoned for the type of business conducted by my company at the address stated above.

DUNS #: # 030236786

(Authorized Signature)

Fred Willis

(Print Name)

Fred@JVL.com

(E-Mail Address)

Toll Free Phone: 205-335-3342 Fax Number: X

Return original bid in enclosed envelope. Authorized signature of bidder must be in ink.

Bids received in our office after the specified date and hour will not be considered.

INDICATE THE FOLLOWING ADDRESSES IF DIFFERENT FROM ABOVE:

1. BID AWARD NOTICE ADDRESS
2. PURCHASE ORDER ADDRESS
3. REMITTANCE ADDRESS (AND NAME IF DIFFERENT THAN ABOVE)

OFFICE OF PLANNING AND COMMUNITY DEVELOPMENT
JEFFERSON COUNTY, ALABAMA
HOUSING REHABILITATION

GENERAL AND SPECIAL CONDITIONS OF THE CONTRACT

1. GENERAL PROVISIONS

The "Contract Documents" consist of the Notice To Proceed, Agreement Between Owner and Contractor ("Agreements"), Instruction to Bidders, Bid Documents, General and Special Conditions of the Contract, Work Write-up (Scope of Work), Alternates, Addenda, Change Orders and Work Orders. The Contract Documents form the "Contract for Construction", and represent the entire agreement between the Owner and Contractor. Execution of the Agreement by the Contractor represents that the Contractor understands the requirements of the Contract Documents.

The Contract for Construction is between the Owner and the Contractor and does not create a contractual relationship between the Contractor and Jefferson County or any of its employees, or between the Owner and any Subcontractor or its employees, or any other entities that the contractor uses or employees.

2. DEFINITIONS

The "Work" is the construction, materials, and services required by the Contract Documents and all activities by the Contractor to fulfill the Contractor's obligations.

The "Project" is the total construction, including the Work, construction by the Owner, or Separate Contracts and includes the warranty of the said Work for a period of one year from completion.

The "Specifications" are that portion of the Contract Documents entitled Standard Specifications for Residential Rehabilitation that are the written requirements for materials, equipment, construction systems, standards, and workmanship for the Work.

The "Work Write-up" (Scope of Work) is the itemized and detailed description of the work items of the Project. The Work Write-up sets the Minimum Housing Standard as required by HUD and does not limit the construction necessary to perform a complete Project, nor does the Work Write-up alleviate the Contractor of good construction practices, nor requirements under local, state, federal, or any other applicable building codes and/or standards.

The "County" is Jefferson County, Alabama, through its Office of Planning and Community Development.

3. OWNER

The "Owner" is the person or persons, or their authorized representative who has legal title to the property, and who enters into this Agreement with the Contractor for the Work.

(CONTINUED)

The Owner has the right to request the County to order the Contractor to stop the Work if the Contractor fails to correct Work that is not in accordance with the Contract Documents. The stoppage order may be verbal or in writing.

If the Contractor defaults or neglects to perform the Contract, the Owner may correct the default upon prior approval of the County in writing. The costs of such corrections may be deducted from monies owed the Contractor.

4. CONTRACTOR

The Contractor is the entity identified as such in the Agreement who enters into the Contract for Construction to perform the Work.

The Contractor shall examine the Contract Documents and report any errors or omissions in the Contract Documents to the County. If the Contractor performs any construction knowing that it is an error or omission without prior notice to the County and the owner, then the Contractor is responsible for that construction and the costs for correction of the error or omission.

The Contractor shall take field measurements and verify field conditions before submitting the bid, and again before commencing with the Work.

If conditions are encountered at the site which are different, concealed, unknown, or of an unusual nature from those ordinarily found in construction activities, and are not indicated in the Contract Documents, then notice shall promptly be given to the County. The County will investigate such conditions and make a determination if an adjustment is to be made to the Contract. If so, a Change Order will be issued.

Change Orders must be approved by the County, on behalf of the homeowner, and signed by all parties before the Change Orders become official and recognized by this office.

The Contractor shall perform the Work in accordance with the Contract Documents.

The Contractor shall supervise and direct the Work, using his best skill and attention, shall have sole control over construction and shall be responsible for the actions or omissions of the Contractor's employees, subcontractors and others performing the work.

Unless otherwise provided, the Contractor shall provide and pay for all labor, material, tools and equipment, and services to complete the entire scope of work, whether temporarily installed or not.

The Contractor warrants that materials and equipment furnished under the Contract will be new and of good quality unless otherwise stated, and will be free from defects that impair the use intended.

(CONTINUED)

The Contractor shall secure and pay for all necessary building permits, licenses, inspections, and fees required by local codes, pay all applicable taxes and give notices as required regarding performance of the Work.

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents.

The Contractor shall confine operations to areas of the Work. During the construction period, the Contractor shall have exclusive use of the areas of the Work, subject only to the ordinary and reasonable requirements of the Owner to continue living in the residence.

The Contractor shall be responsible for cutting and patching required to complete the Work, and shall not damage other portions of the Work or the Owner's property.

The Contractor shall keep the premises clean and remove all debris from the site. If the Contractor fails to clean up, the Owner may do so, and the costs may with the concurrence of the County be deducted from the monies owed to the Contractor.

The Contractor agrees to indemnify and hold harmless the Owner and Jefferson County, Alabama, or their agents, elected officials or employees from all losses, claims, damages, expenses, attorney's fees and liabilities, including bodily injury and wrongful death, to persons or property arising out of or resulting from the performance of the work because of negligence of the Contractor, his subcontractors or their employees or agents.

The Contractor acknowledges that Time is of the Essence under the terms of the Agreement and the other Contract Documents. The Contractor also acknowledges and agrees that the County shall make a determination after due investigation and upon receiving a notification complaint from the Owner as to any time delays during construction. The Contractor acknowledges the liquidated damages provisions in the Agreement as well as additional inspection fees to be paid to Jefferson County in the event the Contractor does not complete the project within time specified in the Agreement. The Contractor agrees that Jefferson County will have the authority to withhold payment as to the liquidated damages and additional inspection fees and that the Contractor shall pay the liquidated damages provisions and inspection fees as set forth in the Agreement.

5. ADMINISTRATION OF THE CONTRACT

The County shall administer the contract and will be the Owner's representative to the extent provided in the Contract Documents.

The County will not be responsible for the Contractor's failure to carry out the Work, or acts of omissions of the Contractor, subcontractors, their agents, employees, or any other persons performing portions of the Work.

(CONTINUED)

The Owner herein, and as a condition for the County taking on the responsibilities of this Contract, releases and holds the County harmless for the acts of the County in assisting the Owner and acting as Owner's representative herein. Therefore, the Owner herein releases the County of any liability of any nature as to the acts of the County for the good faith efforts of the County in assisting the Owner herein and the responsibilities undertaken by the County herein.

Unless otherwise stipulated, the County will conduct the following activities:

Preconstruction Conference
Interim and Final Construction Inspections
Resolving Owner/Contractor Disputes
Final Approval of the Rehabilitation Work
Authorization of Final Payment

The County will interpret and decide matters concerning performance under requirements of the Contract.

The County's decision will be final.

The County will have authority to reject Work that does not conform to the Contract Documents and is herein appointed by the Owner as the Owner's Attorney in Fact under power of attorney as granted herein to reject work as completed and to act on behalf of the Owner to enforce the terms of this Contract or other Contract Documents as and against the Contractor. The County reserves the right to terminate this appointment as Attorney in Fact at any time if the County determines that the Owner is not acting in good faith or is being unreasonable in nature as to any interpretation as to the Contract Documents or as to the acceptance or rejection of Work as completed by the said Contractor and any follow-up work as to the Contractor.

The County may prepare Change Orders and may authorize minor changes in the work as provided in Paragraph 7.

A Claim is a demand by one of the parties seeking an adjustment or interpretation of the Contract terms, payment of money, extension of time, or other disputes between Owner and Contractor. The responsibility to substantiate Claims is that of the party making the Claim. Claims shall be filed with the County for action, in writing, within 10 days after the occurrence of a dispute. A decision by the County shall be a condition precedent to arbitration or litigation of a Claim as to any and all matters arising prior to Final Payment, unless the County fails to make such a decision within thirty (30) days after the Claim is filed.

If the Contractor wishes to make Claims for additional costs and an increase in the Contract Sum, then written notice must be given before proceeding with such Work. Prior notice is not required for Claims relating to an emergency endangering life or property.

The Contractor may make claims for Additional time by written notice including an estimate of cost and of probable effect of delay on progress of the Work.

(CONTINUED)

If adverse weather conditions are the basis of a Claim for additional time, such Claim shall be documented by data showing dates, abnormal weather conditions, and effects of weather conditions on progress schedules.

If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party or others for whose acts such party is legally liable, written notice of such injury shall be given to the other party within 10 days after first observance. If a Claim for additional costs or time is asserted, it shall be filed as provided in this document.

The County will review Claims and will take one or more of the following actions: (1) request additional information, (2) reject the Claim stating reasons for the rejection, (3) recommend approval of the Claim, or (4) suggest a compromise, (5) or suggest arbitration.

If a Claim has been resolved, the County will prepare appropriate documentation.

If a Claim has not been resolved, the Claimant may (1) submit additional supporting documentation, (2) modify the Claim, or (3) notify the County that the Claim stands.

If a Claim has not been resolved after the foregoing, the County will make a decision including, but not limited to, any change in the Contract Sum or Contract Time or both and such decision shall be final and binding but subject to arbitration. The said decision made by the County may again be a total rejection.

The Contractor in any case shall not allow the dispute or the filing of a Claim to delay the Work and shall proceed as directed by the County. The Contractor may notify the Owner that the Contractor is proceeding under protest and may except the matter in question from the final release.

Any Claim not resolved by the County or in the event of any default or breach in performance of the obligations of the Contractor under the terms of this Agreement, the Contractor shall be required to pay any legal costs incurred by Owner and/or by Jefferson County in the enforcement of any provision of this Contract, including reasonable attorney's fees, including fees at both the trial and appellate level, as well as fees for incurred in arbitration and/or mediation, in addition to any other relief to which the Owner or Jefferson County may be entitled. The parties herein agree that any dispute or controversy between the Contractor and the Owner shall be subject to binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Therefore, any dispute which would otherwise resort to any court of other governmental dispute resolution forum, arising from, related to, or having any relationship or connection whatsoever with the Contractor and the Owner under the terms of the Agreement Between Owner and Contractor and any other related documentation between the Owner, Contractor and the County shall be subject to binding arbitration and shall conform with the rules of the American Arbitration Association for the resolution of the dispute. The venue and jurisdiction shall be Jefferson County, Alabama. The parties executing below herein agree that if there is any arbitration, the losing party shall be responsible for all costs affiliated with the hiring of the arbitrator which said costs shall also include legal fees as awarded by the said arbitrator.

(CONTINUED)

Each party acknowledges that the County has the right to act on behalf of the Owner in any arbitration and the expenses and legal fees of the County in the enforcement of this Contract or any of the Contract Documents shall be at the expense of the Contractor if the arbitrator finds on behalf of the Owner in any arbitration.

6. SUBCONTRACTORS

A "Subcontractor" is a person or entity who has a direct contract with the Contractor, or with another Subcontractor to perform a portion of the Work at the site.

The Contractor shall not contract with a proposed Subcontractor to whom the Owner or the County has made reasonable or timely objections.

The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objections. In no event shall the Contractor enter into a contract with a Subcontractor listed on the Department of Housing and Urban Development's list of "Debarred or suspended contractors" as those terms are used under HUD regulations.

If the Owner or the County has reasonable objection to a proposed Subcontractor and the Contractor must propose another Subcontractor, then the Contract for Construction may be adjusted by Change Order for increased or decreased costs of the proposed change of Subcontractor.

By an appropriate legal agreement, the Contractor shall require each Subcontractor to be bound to the Contractor by terms of the Contract Documents to the extent of the work to be performed by the Subcontractor, and assume all obligations and responsibilities which the Contractor assumes toward the Owner and the County. The Subcontractor agreement shall protect the rights of the Owner in respect to the Work performed by the Subcontractor under the Contract Documents and shall allow the Subcontractor all rights and remedies against the Contractor that the Contractor has against the Owner.

7. CHANGES IN THE WORK

Changes in the Work may be made after execution of the Contract Documents without invalidating them by Change Order, based upon agreement among the Owner, Contractor and County.

The Change Order will be signed by the Owner, Contractor, and County, agreeing upon, if any;

- a. A change in the Work;
- b. Adjustment of the Contract Sum;
- c. Adjustment of the Contract Time.

The County has the right to order minor changes in the Work without adjusting any of the above.

8. TIME

The parties agree that Time is of the Essence in this Contract. The Contract Time is the period time allowed completing the Work in calendar days. The starting date and the completion date is established in Section 2. of the Agreement.

If the Contractor is delayed by an act of the Owner or the County, or by Change Order, or causes beyond the Contractor's control, then the Contract Time may be extended by Change Order.

9. PAYMENTS AND COMPLETION

The Contract Sum is stated in the Agreement and is the total amount payable by the Owner to the Contractor for performance of the Work payable in one payment upon completion of the Work. Completion of the Work is that stage of progress when the Owner can use the Work for its intended purpose, is released by the local Municipality's Inspection Services, and the Work is approved by the County as evidenced by a Statement of Completion.

Upon completion of the Work, the Contractor will notify the Owner of such, who will in turn notify the County for Final Inspection.

A Statement of Completion will then be executed.

10. PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating and maintaining suitable precautions for the safety of persons or to prevent damage to or loss of property during the performance of the Contract.

11. INSURANCE

(A) The Contractor shall purchase and maintain adequate insurance from a company lawfully authorized to do business in Jefferson County, Alabama, that will protect the Contractor from claims set forth to do business in Jefferson County, Alabama, that will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract for Construction, whether performed by the Contractor, by a Subcontractor or by anyone directly or indirectly employed by them for whose acts any of them may be liable:

- a. Claims under worker or workmen's compensation, disability benefits and other similar employee benefit acts, which are applicable to the Work to be performed;
- b. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- c. Claims for damages because of bodily injury, sickness or disease, or death of a person other than the Contractor's employees;

(CONTINUED)

- d. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;
- e. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- f. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
- g. Claims involving contractual liability insurance applicable to the Contractor's obligations under Paragraph 3.

The insurance required by the above subparagraphs a. through g. shall be written and maintained for the full period of the Contract for not less than the following:

Workman's Compensation	State of Alabama Statutory Applicable Federal Statutory
Bodily Injury	\$100,000 Each Occurrence \$100,000 Annual Aggregate
Property Damage	\$100,000 Each Occurrence \$100,000 Annual Aggregate
Or	
Bodily Injury and Property Damage,	\$100,000 Each Occurrence \$100,000 Annual Aggregate
Combined Single Limit	(where applicable)

A Certificate of Insurance acceptable to the County shall be filed with the County prior to commencement of the Work. The cost of insurance will be included in the bid price.

When applicable, the Owner shall purchase and maintain Owner's liability insurance, property insurance, fire and extended coverage insurance from a company lawfully authorized to do business in Jefferson County, Alabama. Acceptable certificates shall be filed with the County. Flood Insurance will be required if the property is in a flood zone as shown on the Jefferson County Flood Zone Map.

- (B) Unless specified otherwise in the Contract Documents, each Contractor entering into any Contract Document with an Owner shall be required to maintain a performance bond on file with the County listing the County as the designee for any contract awarded by and through an Owner through the Office of Planning and Community Development or Jefferson County for the performance under the terms of the Contract Documents. The said bond shall be in the nature of a "master bond" that is kept on file on an annual basis insuring the County and the Office of Planning and Community Development for Work to be performed by the said Contractor under the said Contract Documents. (CONTINUED)

The bond shall be in a form as approved by the said County or the County's counsel to insure the performance of all work under any said contract so awarded up to the amount of \$25,000.00 in the aggregate. It shall be a condition of the Contractor entering into any Contract that the said performance bond shall be on file with the said County. The said bond does not only provide for the performance under the terms of the Contract Documents but also the one year warranty period for any follow-up on the warranty Work.

If it is determined by the County or Owner that the Contractor has breached the terms of this Contract or any other related Contract Document, and after ten (10) days notice the Contractor fails to either complete the initial Work or to warrant or correct the Work as set forth herein, then the County or the Owner may call upon the performance bond by giving appropriate notice to the bonding Company of the failure of the Contractor to perform and call upon the bonding Company to so perform.

12. CORRECTION OF WORK

If a portion of the work does not meet the requirements of the Contract Documents, or is rejected by the County on behalf of the Owner, then on instructions by the County, the nonconforming or rejected Work shall be promptly removed from the site and replaced at the Contractor's expense and without change in the Contract Time. If the Contractor fails to correct nonconforming Work within a reasonable time, then the Owner may remove it at the Contractor's expense.

If, within one year after the date of acceptance of the Work, or the date as specified under special warranties, if later, any work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall promptly correct the Work at the Contractor's expense.

If the Owner prefers to accept Work who is not in accordance with the Contract Documents, the Owner may do so and the Contract Sum may be adjusted accordingly.

Contractors with outstanding Punch List or Contracts that any phase of has not completed, and said work has extended past the time period for completion, will not be awarded new contracts until outstanding work has been completed and finalized by this office.

13. MISCELLANEOUS PROVISIONS

The laws of Alabama shall govern the Contract.

The Owner and Contractor respectively bind themselves and their successors or assigns to the agreements and obligations contained in the Contract Documents. Neither party may modify, amend, or assign his rights or obligations under the Contract without written consent of the other party and the County.

Written notice shall be deemed to be duly served if delivered in person, or if delivered or sent by registered or certified mail to the last address known to the party giving notice.

14. TERMINATION OR SUSPENSION OF THE CONTRACT

The Contractor may terminate the contract if the Work is stopped for a period of 30 days through no act or fault of the Contractor or Subcontractor or any other persons performing portions of the Work under contract with the Contractor, and may recover from the Owner payment for the Work executed.

The Owner may terminate the Contract if the Contractor fails to:

- a. Furnish enough workers or materials
- b. Make payments to Subcontractors
- c. Operate in accordance with all applicable laws, ordinances and regulations
- d. perform in accordance with the requirements of the Contract Documents

If any of the above reasons occur, the Owner may terminate the Contract and take possession of the Work and finish the Work by whatever methods the Owner finds reasonable. Upon such termination, the Contractor shall not be entitled to receive further payment until the Work is finished and accepted by the said Owner and the County.

If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If the costs exceed the unpaid balance, the Contractor shall pay the difference.

Notwithstanding anything to the contrary herein, the County and/or Owner reserve the right to call upon any bonding company supplying and furnishing a Performance Bond on behalf of the Contractor for completion of the terms of the Contract.

15. DISCRIMINATION IN EMPLOYMENT PROHIBITED

The Contractor will not discriminate against any employee employed in the performance of this Contract or against any applicant for employment because of race, creed, color, or national origin.

16. CLEAN AIR ACT

The Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

17. NON COLLUSION

Each bidder submitting a bid to the Owner for any portion of the Work may be required to execute a form, "Non-Collusion Affidavit of Prime Bidder", to the effect that the bidder has not colluded with any other person, firm, or corporation in regard to any bid submitted.

18. SANITARY FACILITIES

Generally in housing rehabilitation work, existing sanitary facilities are available and may be used by the Contractor. If so the Contractor shall maintain these sanitary facilities and leave them in a clean condition.

If the need arises, the Contractor shall furnish, install, and maintain ample sanitary facilities for the workmen as required by the local codes.

Drinking water shall be provided from an approved source.

19. WARRANTY AND GUARANTEE

All work performed under this Contract shall be guaranteed by the Contractor for a period of one (1) year from Final Acceptance by the Owner.

20. COMPLIANCE WITH SECTION 3. HUD ACT OF 1968

This Contract is subject to Section 3 of the Housing and Urban Development Act of 1968, as amended, (12 USC 1701U), which requires a "diligent effort" by the Contractor to employ area residents and that, where feasible, contracts be awarded to project area businesses.

21. LEAD BASED PAINT HAZARDS

Federal law prohibits the use of lead based pain in any Work performed under this Program.

22. COMPLIANCE WITH SECTION 109 OF TITLE 1 OF HOUSING AND COMMUNITY DEVELOPMENT ACT OF (1974)

This Contract is subject to Section 109 of Title 1 of the Housing and Community Development Act of (1974) as amended, (42 U.S.C.A. '5309), which prohibits discrimination on the ground of race, color, national origin, religion, or sex in regard to participation in or receiving benefits from any program or activity funded in whole or in part with funds made available other that Chapter.

23. COMPLIANCE WITH TITLE VII OF THE 1968 CIVIL RIGHTS ACT (FAIR HOUSING ACT)

This Contract is subject to Title VII of the 1968 Civil Rights Act (Fair Housing Act), as amended and re-codified (42 U.S.C.A. ' 3601-3631), which states that the policy of the United States is to provide fair housing within constitutional limitations throughout the United States.

JEFFERSON COUNTY
CONTRACT COVER SHEET

Originating Department:	Department of Community Services and Workforce Development		BID: Yes		
Department Contact	Frederick Hamilton,		Phone Number:		
Contract Info#: 7100	Contract Name/ID: McAdory Aerial Fire Apparatus (CD20-03O-M03-MFD) Brindlee Mountain Fire Apparatus, LLC./7100		Amount: 348,000.00		
Date Start: 04/8/21	Contract Type: Expenditure				
Date End: 06/8/21					
CANCELLATION TERMS:	30 Days cancellation clause				
Funding Sources	Org Code: 25202000	Object: 520070	Grant Number: 24183		
For Expenditures:	Original Budget: \$300,000.00/\$50,000.00	Current Remaining: \$300,000.00/\$50,000.00	After Execution: \$2,000.00/\$0.00		
Contractor:	Brindlee Mountain Fire Apparatus, LLC.				
Remittance Address:	15410 Highway 231, Union Grove, AL 35175				
Taxpayer ID#	63-1281979		Vendor ID# N/A		
Dept Contact Person:	Nathan Salter	Email :	saltn@jccal.org	Phone :	205-325-5761
Contractor Contact Person:	Chris Crutchfield	Email :	chris@firetruckmall.com	Phone :	866-285-9305
Contract Description:	The contract is for the purchase of a used fire apparatus funded by CDBG FY 20 funds as an urgent need.				
BID/RFP Number (if item/service was not bid, give detailed explanation)	N/A				
Payment Terms:	Per contract terms.				

RESOLUTION

WHEREAS, Jefferson County Alabama has conducted a lawful and competitive bidding process for the McAdory Aerial Fire Apparatus (CD20-03O-M03-MFD), such bids having been opened on March 30, 2021, and listed as follows:

Contractor	Base Bid	Notation	Total Bid	Negotiated
Brindlee Mountain Fire Apparatus, LLC, Inc.	\$350,000.00	None	\$350,000.00	\$348,000.00

WHEREAS, after tabulation by the Jefferson County Office of Community Services & Workforce Development, it has been recommended that the contract be awarded for the negotiated amount to lowest responsible and only bidder, Brindlee Mountain Fire Apparatus, LLC, Inc., for a total bid amount of \$348,000.00.

WHEREAS, the Birmingham Field Office of the U.S. Department of Housing and Urban Development has determined post bid negotiations would be reasonable and cost effective.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, and be hereby is authorized, empowered and directed to award and execute an agreement for the McAdory Aerial Fire Apparatus (CD20-03O-M03-MFD) to Brindlee Mountain Fire Apparatus, LLC, Inc., for the negotiated bid amount of \$348,000, for a total amount of Three Hundred Forty Eight Thousand and 00/100 Dollars. This project will be paid for with federal Community Development Block Grant Funds and McAdory Fire District funds. This project is from the Program Year 2020.

ADOPTED:



Personnel Board of Jefferson County
The foundation of your Merit System Career

Independent Contractor Submission Form

Pursuant to Rule 11.4 of the *Rules and Regulations* of the Personnel Board of Jefferson County, appropriate documentation and a copy of the contract must be provided with the submission of this form. If sufficient information is not received, the Board may request additional documentation, return the contract or recommend denial of the contract. Submission of this form simply allows the Board to begin the Independent Contractor Review process and does not imply that information is all inclusive or that a contract will be approved. Questions should be directed to classandcomp@pbjcal.org. **NOTE:** If a contract is, in accordance with Policy 2015-002 of the Personnel Board, related to the construction of viaducts, bridges, streets, sewers, canals, public building or public utilities, then the contract is exempt from Personnel Board review.

Department Requesting the Contract: _____

Contractor Name: _____ Contract Amount: _____

Contract Term (in years): _____ Contract Start Date: _____

Is this a new contract, a renewal, or an amendment? New Renewal Amendment

If this is a new contract, how many options to renew are included? ___ 1 ___ 2 ___ 3 ___ Other

If this is a renewal, on what date was the original contract approved by the Personnel Board? _____

NATURE OF THE CONTRACT

1. In "layman's terms" please provide a brief summary of the contract and the services to be performed. Please include the purpose of the contract, why an independent contractor is needed, and any helpful background information.

RATIONALE AND SUPPORTING INFORMATION

2. Does this contract contain a staffing component? ___ Yes ___ No
(If the contract does not include a staffing component (for example, the contract is to purchase software, and Merit System employees will install the software), then submission of the contract to the Personnel Board for review is not necessary.)
3. Does the staffing component of this contract overlap with work performed by any Merit System job classification(s)?
___ Yes, but there are extenuating circumstances that must be considered *(please describe them below):*
___ No *(please clarify below how they are different):*
4. Please indicate whether the staffing component of the work in this contract is:
___ Continuous (the work to be performed is expected to continue indefinitely).
___ Temporary* (the work to be performed *is temporary in nature* has a defined start and end date).
Please note this does not refer to the term of the contract, but to the nature of the work being performed through the contract.
**If "Temporary," please indicate the start and end dates and explain the temporary nature of the work:*

5. Regardless of whether the work to be contracted is continuous or temporary, please indicate whether the work is:
- ☐ Consistently performed (regardless of the amount of time needed to perform the work, the work must be performed on a *reasonably regular basis*).
- ☐ Sporadically performed* (*the work is performed on an irregular, intermittent or limited basis as needed*).

*If "Sporadically performed," please describe the sporadic nature of the work:

6. The work/service to be performed under this contract: (indicate most appropriate response)

- ☐ Has not been performed prior to the establishment of this contract.
- ☐ Has been performed previously through other contracts.
- ☐ Has been performed previously by Merit System employees.

7. Is this type of work customarily given by public sector agencies to independent contractors?

☐ Yes* ☐ No

*If "Yes," please provide the names of other public sector agencies that contract similar services.

8. Does the work to be performed through the contract require equipment and/or facilities *not currently possessed* by your City/County/Agency?

☐ Yes* ☐ No

*If "Yes," please indicate the type of equipment and/or facilities *required and not possessed* to perform the work.

9. Is it more cost effective to provide these services via a contract rather than with in-house staff and equipment?

☐ Yes* ☐ No

*If "Yes," you must provide a comparison between "in-house costs" and "contract costs" to support your assertion.

Form completed by (name): _____ Title: _____

Email: _____ Phone: _____

Jurisdiction (City/County/Agency): _____

Appointing Authority Signature: _____ Date: _____

County Manager Tony Petelos

Attached is a resolution authorizing the Commission President to execute this contract between Jefferson County, Alabama and Brindlee Mountain Fire Apparatus, LLC, Inc associated with the McAdory Aerial Fire Apparatus (CD20-03O-M03-MFD). This will be paid for with Federal Community Development Block Grant funds and McAdory Fire District funds.

RESOLUTION

WHEREAS, Jefferson County Alabama has conducted a lawful and competitive bidding process for the McAdory Aerial Fire Apparatus (CD20-03O-M03-MFD), such bids having been opened on March 30, 2021, and listed as follows:

Contractor	Base Bid	Notation	Total Bid	Negotiated
Brindlee Mountain Fire Apparatus, LLC, Inc.	\$350,000.00	None	\$350,000.00	\$348,000.00

WHEREAS, after tabulation by the Jefferson County Office of Community Services & Workforce Development, it has been recommended that the contract be awarded for the negotiated amount to lowest responsible and only bidder, Brindlee Mountain Fire Apparatus, LLC, Inc., for a total bid amount of \$348,000.00.

WHEREAS, the Birmingham Field Office of the U.S. Department of Housing and Urban Development has determined post bid negotiations would be reasonable and cost effective.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, and be hereby is authorized, empowered and directed to award and execute an agreement for the McAdory Aerial Fire Apparatus (CD20-03O-M03-MFD) to Brindlee Mountain Fire Apparatus, LLC, Inc., for the negotiated bid amount of \$348,000, for a total amount of Three Hundred Forty Eight Thousand and 00/100 Dollars. This project will be paid for with federal Community Development Block grant Funds and McAdory Fire District funds. This project is from the Program Year 2020.

ADOPTED:

MCADORY AERIAL FIRE APARATUS PROJECT

Resolution for Contract Award.

Contractor: Brindlee Mountain Fire Apparatus, LLC, Inc.

Amount of the Contract: \$348,000.00

Funded with federal CDBG PY2020 funds and McAdory Fire District funds

BRINDLEE MOUNTAIN

FIRE APPARATUS, LLC

15410 Highway 231, Union Grove, AL 35175
Phone: 256-776-7786 / Fax: 256-498-0924

Sales Agreement

Brindlee Mountain Fire Apparatus (Seller) hereby agrees to sell one 2009 Pierce Velocity 75' Quint (Apparatus) to Department of Community Service and Workforce Development on behalf of the Jefferson County Commission, AL (CD20-030-M03-MFD) (Buyer) for the sum of \$348,000.00 (Three-Hundred Forty-Eight Thousand Dollars and no cents).

Apparatus: 2009 Pierce Velocity 75' Quint, Stock #14342, VIN: 4P1CV01E49A010019

Buyer Info: Department of Community Service and Workforce Development on behalf of the Jefferson County Commission, 716 Richard Arlington Jr. Boulevard North, Birmingham, AL 35203

Terms and Conditions of Sale:

(1) Services Included: Seller will complete all items listed on the attached Addendum.

(2) Warranty: Apparatus will have a one (1) year warranty beginning with date of pick up. Warranty will cover any single component repair due to catastrophic failure in which the cost exceeds \$3,000.00 (Three Thousand Dollars and no cents) unless repairs are due to operator error, equipment misuse, or substandard maintenance. Apparatus must be maintained to manufacturer's recommended standards or warranty is voided. Total warranty costs paid by Seller to Buyer in the one (1) year warranty period shall not exceed \$15,000.00 (Fifteen Thousand dollars and no cents). Apparatus components are engine, transmission, aerial device, pump, electrical system, axles, and body structure.

(3) Payment and Title: Buyer will submit a 25% down payment of the sales price at the execution of this sales agreement. Buyer will make payment in full to Seller prior to the release of Apparatus for pick up or delivery. Seller will provide title free of lien to Buyer following receipt of payment.

(4) FOB Seller, Freight Collect: Buyer assumes the responsibility of the Apparatus upon pick up by carrier or other designated representative. Buyer is responsible for all freight charges.

(5) Jurisdiction: This contract shall be governed by, construed, and enforced in accordance with the laws of Alabama. The undersigned by execution and delivery of this Agreement do hereby submit to the exclusive jurisdiction and venue of the state and federal courts of Marshall County, Alabama.

This agreement is valid for execution by April 30, 2021.

Chris Crutchfield
Sales Representative
Brindlee Mountain Fire Apparatus
Date 4/14/2021

Authorized Representative
BUYER _____
Date _____

Revised: 03/09/2020



Addendum to March 22, 2021 Sales Agreement

Addendum for the contract between Brindlee Mountain Fire Apparatus (Seller) and Department of Community Service and Workforce Development on behalf of the Jefferson County Commission (Buyer). This addendum names the specific items to be completed on the Apparatus (Stock #14342) by the Seller.

1. Full chassis service of all fluids and filters.
2. Current pump service test.
3. Current aerial certification.
4. Aerial service
5. Repair door ajar system that is not working properly
6. Change all blue lights to red
7. Upgrade aerial and scene lights to LED
8. Repair damaged wheel chock storage
9. Lubricate roll up doors
10. Diagnose and repair cause of vibration noted during acceleration
11. Repair damaged steering wheel cover
12. Remove wheel simulators and paint wheels black
13. Replace striping, per department specifications
14. Repair inoperable work steps on both pump panels
15. Replace missing hose bed covers
16. Replace missing removable scene light
17. Replace Kussmaul cover with a black one
18. Seller shall cover cost to install radios
19. Verify braking system is in proper working condition
20. Reupholster any torn seating
21. Tighten loose rails on turntable
22. Verify On-Spot Chains are in proper working condition
23. Verify all lighting is in proper working condition
24. Verify all sirens are in proper working condition

Revised: 03/09/2020

JEFFERSON COUNTY
CONTRACT COVER SHEET

Originating Department:	Department of Community Services and Workforce Development		BID:No		
Department Contact	Frederick Hamilton,		Phone Number:		
Contract Info#: 7160	Contract Name/ID: RWP Grant 0Z406200/7160		Amount: \$557, 137.41		
Date Start: 01/1/21	Contract Type: Expenditure				
Date End: 09/29/21					
CANCELLATION TERMS:					
Funding Sources	Org Code: 25212020	Object: 520070	Grant Number: 0Z406200		
For Expenditures:	Original Budget: \$2,610,758.00	Current Remaining: \$882,562.63	After Execution: \$325,425.22		
Contractor:	Alabama Department of Commerce Workforce Development Division				
Remittance Address:	P.O. Box 304103 Montgomery, AL 36130-4103				
Taxpayer ID#	N/A		Vendor ID# N/A		
Dept Contact Person:	Nigel Roberts	Email:	robertsn@jccal.org	Phone:	(205)-325-5761
Contractor Contact Person:	Tammy Wilkinson	Email:	Tammy.wilkinson@commerce.alabama.gov	Phone:	(334)-242-5154
Contract Description:	Resolution authorizing the Commission President to sign and execute an agreement between Jefferson County, Alabama and the Alabama Department of Commerce, Workforce Development Division for the Education Stabilization Fund – Reimagine Workforce Preparation Grant of \$557,137.41. This grant award will assist individuals with employment opportunities and improve their long-term employment prospects through training. These opportunities will especially assist our State's citizens in light of the COVID-19 crisis. These funds are made available to the State of Alabama from the U.S. Department of Education.				
BID/RFP Number (if item/service was not bid, give detailed explanation)	N/A				
Payment Terms:	Per contract terms.				

Resolution

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute an agreement between Jefferson County, Alabama and the Alabama Department of Commerce, Workforce Development Division for the Education Stabilization Fund - Reimagine Workforce Preparation Grant in the amount of \$557,137.41.

OFFICE OF THE GOVERNOR

KAY IVEY
GOVERNOR



STATE CAPITOL
MONTGOMERY, ALABAMA 36130

(334) 242-7100
FAX: (334) 242-0937

STATE OF ALABAMA

January 1, 2021

Ms. Kristie Rankin, Board Chair
Central Alabama Partnership for Training and Employment
3216 4th Avenue South
Birmingham, Alabama 35222

Dear Ms. Rankin:

RE: Education Stabilization Fund – Reimagine Workforce Preparation Agreement Number 0Z406200

I am pleased to inform you that I have approved the above-referenced agreement in the amount of \$557,137.41 for the purpose of disaster education and training for low income individuals and incumbent workers. This grant award will assist individuals with employment opportunities and improve their long-term employment prospects through training. These opportunities will especially assist our State's citizens in light of the COVID-19 crisis.

Again, it is a pleasure to be able to make these funds available to the Central Alabama Partnership for Training and Employment in order to provide beneficial training to eligible individuals. These funds are made available to the State of Alabama from the U.S. Department of Education. Any press releases or other public announcements should give credit to the U.S. Department of Education as the Federal funding agency.

If you have any questions, please contact Tammy Wilkinson, Division Director, Workforce Development Division at 242-5300.

Sincerely,

A handwritten signature in black ink that reads "Kay Ivey". The signature is written in a cursive, flowing style.

Kay Ivey
Governor

KI:TW:ls

C: James A. Stephens
Keith Strother

Attachment: 7160 RWP Agreement (2021-353 : RWP Grant 0Z406200)

SUBRECIPIENT GRANT AGREEMENTSTATE OF ALABAMA
DEPARTMENT OF COMMERCE

Workforce Development Division

CFDA 84.425G Education Stabilization Fund - RWP

Title & Funding

CARES Act - Education
Stabilization Fund

Agreement Number:

0Z406200**SIGNATURE SHEET**

This agreement is entered into between the Alabama Department of Commerce, Workforce Development Division
as the administrative entity for the Workforce Innovation and Opportunity Act hereinafter known as the GRANTOR, and
Central Alabama Partnership for Training and Employment, Inc.

716 Richard Arrington, Jr BlvdSuite A-430Birmingham, Alabama 35203

hereinafter known as SUBRECIPIENT.

(Name and address of SUBRECIPIENT)

This agreement is comprised of five (5) sections, each an integral part of the whole incorporated herein by this reference and authentication by the respective signatory officials. The sections incorporated into this contract include:

A. Signature Sheet	Page Number	<u>A-1</u>	through Page Number	<u>A-1</u>
B. General Provisions	Page Number	<u>B-1</u>	through Page Number	<u>B-21</u>
C. Performance Standards	Page Number	<u>C-1</u>	through Page Number	<u>C-1</u>
D. Special Provisions	Page Number	<u>D-1</u>	through Page Number	<u>D-2</u>
E. Budget Section	Page Number	<u>E-1</u>	through Page Number	<u>E-15</u>

Modifications shall be incorporated as needed. The parties hereto agree that completion and authentication of this agreement by the respective signatory officials shall be considered a complete mutual assent to each and every aspect of the agreement so acted upon.

Notwithstanding the right reserved by the GRANTOR to unilaterally modify the agreement amount and/or duration for cause:

- a. The amount of this agreement shall be within the limits of the budgetary section and shall not exceed a total of \$557,137.41

(amount)

- b. The duration of this agreement shall be from the effective date of 01/01/21
through the termination/completion date of 09/30/21

(date)

(date)

Workforce Development Division Statement:

This contract has been reviewed for and is approved as to
content.

By:

Tammy Wilkinson
Tammy Wilkinson (Jan 22, 2021 09:00 CST)

Division Director, Workforce Development Division

LS

Preparer's Initials

Tammy Wilkinson

(Typed Name)

Date: 01/22/2021**Attorney's Statement:**

This contract has been reviewed for legal form and complies with all
applicable laws, rules, and regulations of the state of Alabama
governing these matters.

By:

Not Available

General Counsel

(Typed Name)

Date:

SUBRECIPIENT:**Certification**

In signing and thereby validating this agreement, I also certify
that I am authorized by the governing body of the SUBRECIPIENT
to legally bind that body in my capacity as its signatory official.

By:

(SUBRECIPIENT'S Signatory Official)

James A. Stephens, Commission President

(Typed Name/Title)

(SUBRECIPIENT'S Signatory Official)

Kristie Rankin, CAPTE Board Chair

(Typed Name/Title)

Date:

GRANTOR:

By:

Ed Castile
Ed Castile (Jan 28, 2021 18:47 CST)

Deputy Secretary for Workforce Development & AIDT Director
Alabama Department of Commerce

Ed Castile

(Typed Name)

Date:

01/28/2021

Attachment: 7160 RWP Agreement (2021-353 : RWP Grant 0Z406200)

TITLE FUNDING SOURCE: CARES Act - Education Stabilization Fund

AGREEMENT NO. 0Z406200

State of Alabama
Alabama Department of Commerce
Workforce Development Division
General Provisions

ASSURANCES & CERTIFICATIONS

The SUBRECIPIENT assures and certifies that:

The Act

1. It will comply with the requirements of the CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT (CARES ACT) (PL PUBLIC LAW 116-36 TITLE VIII OF DIVISION B) hereinafter referred to as the Act, and with the regulations and policies promulgated thereunder. This designation is subject to change as a result of any changes in the Act or conditions in any other legislation which may be passed which governs the designation of program operations under the Act or any legislation which may replace the Act.

Administrative Requirements

2. It will comply with policies issued such as the Fiscal Procedures Manual and any additional administrative provisions of the GRANTOR, as applicable. Specifically, a non-Federal entity (2 CFR 200.69 and 2 CFR 2900.2a) (SUBRECIPIENT) will comply with the administrative requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule (2 CFR Chapter I, Chapter II, Part 200, et al. as supplemented by the U.S. Department of Labor in its codification of the policies and procedures for financial assistance administration (2 CFR Part 2900)).

Amendments

3. When the regulations, promulgated pursuant to the Act, are issued, amended, or revised, the SUBRECIPIENT shall comply with them or notify the GRANTOR within thirty (30) days after promulgation of the amendments or revisions that it cannot so conform.

Agreement

4. The Signature Sheet, the General Provisions, the Performance Standards, the Special Provisions and the Budget/Narrative Section form this agreement. This agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral; provided, however, the warranty given by the SUBRECIPIENT, with respect to all representations, statements, writings and proposals, which form the basis for negotiations or considerations resulting in the agreement, shall remain valid and binding.

Attachment: 7160 RWP Agreement (2021-353 : RWP Grant 0Z406200)

AGREEMENT NO. 0Z406200**Legal Capacity**

5. It possesses legal authority to participate in this agreement; that a resolution, motion or similar action has been duly adopted or passed as an official act of the SUBRECIPIENT's governing body, authorizing the person identified as the SUBRECIPIENT's official representative to act in connection with the agreement and to provide such additional information as may be required.

Grievance Procedure:

6. It will utilize the grievance procedures established by the GRANTOR. It will ensure that any of its subcontractors, which are employers of participants, will (1) maintain grievance procedures relating to the terms and conditions of employment, which allow for, at the complainant's request, a review of the employer's decision by the GRANTOR; or (2) utilize the grievance procedure established by the GRANTOR; and (3) inform participants of the procedure they are to follow.

Records

7. It shall establish and maintain records on each employee and participant in each activity reflecting names, addresses, duties, wages/salaries, dates of employment/enrollment, time and attendance, and termination dates. It further understands that such participant records and financial records—except for non-consumable personal property—shall be retained for a period of six (6) years from the date of submittal to the GRANTOR its final expenditure report for that funding period or until any pending matters are closed. Records for non-consumable personal property shall be retained for three (3) years from the date of final disposition of said property. If any litigation, audit, or claim has been initiated, all above noted records must be retained until a final resolution is made.

When applicable, all SUBRECIPIENTS shall comply with the Alabama Competitive Bid Law (Subsection 41-16-54, Code of Alabama 1975) which requires that all original bids together with all documents pertaining to the award of a contract shall be retained in accordance with a retention period of at least seven (7) years.

Sectarian

8. Participants shall not be employed on the construction, operation, or maintenance of so much of any facility as is used or to be used for sectarian instruction or as a place for religious worship (except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship in a case in which the organization operating the facility is part of a program or activity providing services to participants) per the WIOA Section 188(a)(3).

Safety

9. Appropriate standards for health and safety in work and training situations will be strictly maintained. The SUBRECIPIENT further understands that it is to be responsible for initiating, maintaining, and supervising all health and safety standards and precautions in connection with the work and training situations. Health and safety standards established under Federal and State laws otherwise applicable to working conditions of employees are equally applicable to working conditions of participants engaged in programs and activities under Title I of WIOA must

AGREEMENT NO. 0Z406200**Conditions of Employment**

10. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the participants and/or employees. Individuals in on-the-job training or individuals employed in programs and activities under Title I shall be provided benefits and working conditions at the same level and to the same extent as other trainees or employees working a similar length of time and doing the same type of work

Workers' Compensation

11. The SUBRECIPIENT will provide workers' compensation or insurance for injuries suffered by participants enrolled in its programs except for On-the-Job Training (OJT), or others as specifically noted elsewhere in this agreement.

Maintenance of Effort

12. A SUBRECIPIENT funded by this agreement will adhere to the following requirements:
- a. No currently employed worker shall be displaced by any participant (including partial displacement such as a reduction in the hours of non-overtime work, wages or employment
 - b. No program shall impair existing contracts for services or collective bargaining agreements, except that no program under this Act, which would be inconsistent with the terms of a collective bargaining agreement, shall be undertaken without the written concurrence of the labor organization and employer concerned.
 - c. No participant shall be employed or job opening filled, (1) when any other individual is on layoff from the same or any substantially equivalent job, (2) when the employer terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this Act, or (3) the job is created in a promotional line that infringes in any way on the promotional opportunities of currently employed workers.

Training Objectives

13. Training and related services, to the extent practicable will be consistent with every participant's fullest capabilities and lead to subsidized employment opportunities, which will enable the participant to become economically self-sufficient.

Use of Funds Supplanting

14. Funds will only be used for activities, which are in addition to those which would otherwise be available in the area in the absence of such funds.

AGREEMENT NO. 0Z406200**Reports**

15. SUBRECIPIENT will submit financial reports as required by the GRANTOR and will maintain records and provide access to them as necessary for the GRANTOR's review to assure that funds are being expended in accordance with the stated purposes, objectives, and provisions of this agreement including the maintenance of records to assist the GRANTOR in determining the extent to which the program meets the stated goals and objectives. It is further understood that such reports will be submitted monthly to the GRANTOR up to, but no later than, 10 (ten) working days after the end of the reporting period. The SUBRECIPIENT will also prepare, submit, and maintain participant records in accordance with the Forms Preparation and Data Validation Requirements Handbook.

Participant Selection

16. All participants enrolled in training activities by this agreement will be enrolled only after certification of eligibility criteria. It is further understood that intentional noncompliance with this section by the SUBRECIPIENT will result in disallowed costs to the grant, which shall be borne by the SUBRECIPIENT. (Core and Intensive Services are universal and do not require eligibility criteria to be applied, except for youth participants, in order to receive these services).

Performance

17. Performance will be in accordance with the agreement and within the period as prescribed herein. The SUBRECIPIENT further assures that it will comply with applicable laws, ordinances, charters, and regulations embraced in this agreement. By executing the agreement, the SUBRECIPIENT represents that it has familiarized itself with all applicable laws, ordinances, charters, and regulations embraced by or referred to in this agreement.

Acceptability

18. The work is to be done to the satisfaction of the GRANTOR or his designee; the GRANTOR will interpret all reports and will decide the acceptability and progress of work; that the GRANTOR will interpret the amount, classification and quality of kinds of work to be performed, and the amounts to be paid under this agreement; that the GRANTOR will be the sole judge of the validity and the acceptability of claims, if any, made by the SUBRECIPIENT for extra payment; and the GRANTOR's decisions will be final, conclusive, and binding on the parties concerned.

AGREEMENT NO. 0Z406200**Indemnification**

19. To the fullest extent permitted by law, the SUBRECIPIENT shall indemnify and hold harmless the GRANTOR, its officers, agents, employees and representatives, from and against liability, claims, damages, losses, costs and expenses, including but not limited to attorney's fees, for, or on account of any claims, suits or damages of any character whatsoever, which result from injuries, actual or perceived, by or to any person or property, which are attributable in whole or part to any negligent or willful act or omission of any officer, employee, agent or representative of the SUBRECIPIENT.

Bank Account

20. It shall maintain all Act monies from this agreement in a bank account having insurance coverage by the Federal Deposit Insurance Corporation (FDIC) or similar coverage used by other banking institutions.

Bonding

21. Prior to initial advancement of funds to the SUBRECIPIENT, the GRANTOR shall receive a statement from the SUBRECIPIENT or its insurer assuring that all persons handling funds received or disbursed under the agreement are covered by a fidelity bond in an amount equal to the maximum that the SUBRECIPIENT can have on hand, or \$100,000 whichever is less. The GRANTOR shall have the right to require the SUBRECIPIENT to furnish additional bonds covering the faithful performance of this agreement and all obligations arising there under if and as required by law.

Procurements and Property

22. Each SUBRECIPIENT shall have written procedures for procurement transactions. These shall comply with the requirements contained in 2 CFR 200.318-.326, General Procurement Standards. No provision for profit is allowed.

Procurements of consumable supplies or materials, equipment, and services made pursuant to this agreement shall be made by purchase order or written contract. Procurements by the SUBRECIPIENT shall be made in accordance with the provisions of 2 CFR 200.318-.326, General Procurement Standards, and any additional provisions of the GRANTOR, as applicable.

The SUBRECIPIENT must obtain prior written approval from the GRANTOR for the procurement of non-consumable personal property with a unit purchase price of \$5,000.00 or more. The SUBRECIPIENT must have a property inventory system that complies with the provisions of 2 CFR 200.313(d)(1), applicable State and local laws, and any additional requirements of the GRANTOR.

The SUBRECIPIENT must adhere to the policies and provisions of the Workforce Development Division Recipient Property Operations Manual and any revisions made thereto.

The SUBRECIPIENT shall maintain records sufficient to detail the significant history of a procurement. These records shall include, but are not necessarily limited to the following: Rationale for the method of procurement, the selection of contract type, contractor selection or rejection, and the basis for the contract type.

AGREEMENT NO. 0Z406200

Subject to the obligations and conditions set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule, 2 CFR 200.313, title to equipment acquired under a grant or subgrant will vest upon acquisition in the grantee or subgrantee respectively. The GRANTOR retains the right to retake the property under the following conditions prior to the termination of the agreement:

1. The Property is no longer needed to fulfill the obligations of the agreement.
2. The property has been used by the SUBRECIPIENT for purposes other than those authorized in writing by the GRANTOR.

Equipment shall be used by the grantee or subgrantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

The grantee or subgrantee shall also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or programs for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency. User fees should be considered if appropriate.

The above property ownership stipulations also apply to any non-consumable personal property purchased with a lease/purchase contract.

Subcontractors

23. The SUBRECIPIENT agrees that a subcontractor is a person or entity who has a direct or indirect contract with the SUBRECIPIENT to perform any work, labor, services, duties or functions which the SUBRECIPIENT is obligated to perform under the terms of this agreement. The SUBRECIPIENT shall not contract with a subcontractor to perform any work, labor, services, duties or functions without the prior written approval of the GRANTOR. In the event that a subcontractor is approved by the GRANTOR, the SUBRECIPIENT shall make no substitution for any subcontractor, person or entity previously approved by the GRANTOR without the prior written approval of the GRANTOR.

By an appropriate written agreement, the SUBRECIPIENT shall require a subcontractor to the extent of the work, labor, services, duties or functions to be performed by the subcontractor, to be bound by the terms of this agreement, and to assume toward the SUBRECIPIENT all obligations and responsibilities which the SUBRECIPIENT, by this agreement, assumes toward the GRANTOR. The agreement between the SUBRECIPIENT and the subcontractor shall preserve and protect the rights of the GRANTOR under the terms of this agreement with respect to the work, labor, services, duties or functions to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights.

The SUBRECIPIENT shall not subcontract for any reason under this agreement for greater than

AGREEMENT NO. 0Z406200**Monitoring Evaluation and Audit**

24. The SUBRECIPIENT agrees to cooperate with the monitoring, evaluation and/or audit conducted by the GRANTOR, U.S. Department of Labor, U.S. Comptroller General, or their designees.

Modifications

- 25.
- A. The SUBRECIPIENT will submit a written request for modification prior to changing any budget line item or participant service level contained in this agreement. Such requests for modification of budget or activity shall be in the hands of the GRANTOR, no later than five (5) work days into the quarter to be affected.
 - B. All modifications initiated by the SUBRECIPIENT will be mutually agreed upon by the parties to this agreement.
 - C. The GRANTOR may make a unilateral modification to this agreement at any time as long as such modification does not terminate said agreement.

Product Ownership

26. The SUBRECIPIENT understands that matters regarding the rights to any inventions and materials generated under this agreement are subject to the requirements of the Office of Management and Budget, the U.S. Department of Labor and the patent and copyright laws of the United States. Subject to the above mentioned requirements, the SUBRECIPIENT understands that any and all products or material generated under this agreement and grant, whether in forms of reports, analyses, interviews, raw data, records, research findings, camera products, working papers, or other items or materials are the property of the GRANTOR and shall not be used by any other entity for any purpose unless authorized in writing by the GRANTOR. Upon demand by the GRANTOR, the SUBRECIPIENT shall convey title and possession of all such items to the GRANTOR.

Copyrights

27. The Federal awarding agency reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
- A. The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
 - B. Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

Cost of Contract

28.

- A. The total amount of this agreement shall not exceed the amount stated on the Signature Sheet.
- B. The SUBRECIPIENT will use only funds provided in this agreement for expenditures authorized and detailed in the Budget Section incorporated herein. No funds provided under this agreement shall be used as payment for any costs or obligations incurred prior to the effective date of this agreement nor for any expenditures after the ending date of this agreement.
- C. No over expenditures will be allowed for the total amount of the program budget of this agreement. Those specific line items which compose the program budget may not be changed unless such changes are demonstrated to be necessary for the completion of the agreement and a written request for modification is submitted to and approved by the GRANTOR. The written request shall include specific information which justifies such modification and shall depict changes to or deletions from the current established budget in a legible and accurate manner.
- D. At any time subsequent to the expiration of this agreement, the GRANTOR may remove from the afore stated total cost of this agreement a proportional share of such funds as the GRANTOR determines will remain unexpended upon expiration of the term of this agreement and such funds may be reallocated to other proper purposes by the GRANTOR.
- E. SUBRECIPIENT shall not rent, lease, lease-purchase, or acquire an interest in tangible, non-expendable personal property or equipment, the cost of which would be charged to this agreement, unless specifically authorized to do so in the aforementioned program budget, and without the prior written approval of the GRANTOR. Where the program budget authorizes the acquisition of an interest in property or equipment to be charged to this agreement, SUBRECIPIENT shall, immediately upon the termination of this agreement, surrender title and possession of all such property or equipment to GRANTOR or to the agency designated by the U.S. Department of Labor, where such a designation is made. Title to property acquired or produced by a commercial SUBRECIPIENT with funds under this agreement shall vest in the awarding agency (GRANTOR) at time of purchase.

Public Relations

29. The SUBRECIPIENT agrees that if any type of Public Relations is performed in conjunction with the program under this agreement, due credit will be given to the Act.

Source Documents

30. Any source document, law, regulation or the equivalent which is referred to, attached hereto, or incorporated herein by reference shall be deemed to be amended or modified as required by any law, rule or regulation enacted subsequent to the execution hereof.

AGREEMENT NO. 0Z406200**Successors**

31. The GRANTOR and the SUBRECIPIENT each binds itself, its successors and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in this agreement.

Written Notice

32. Unless otherwise specified herein, written notice shall be deemed to have been duly served if delivered in person to an employee or officer of the entity for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party who gives notice.

Warranty

33. The SUBRECIPIENT warrants to the GRANTOR that all representations, statements, writings, and proposals which form the basis for negotiations or considerations resulting in this agreement are true and correct to the SUBRECIPIENT's best knowledge, information, and belief.

Rights and Remedies

34. A. The duties and obligations imposed by this agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights or remedies otherwise imposed or available by law.
- B. GRANTOR shall be entitled to exercise any and all administrative, contractual, and legal rights and remedies imposed by or available to GRANTOR in the event of a breach or violation of this agreement by the SUBRECIPIENT.
- C. No action or failure to act by the GRANTOR or the SUBRECIPIENT shall constitute a waiver of any right or duty afforded any of them under this agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed to in writing.

Construction

35. The SUBRECIPIENT will ensure that funds provided under this agreement are not spent on construction or purchase of facilities or buildings.

Relocation

36. The SUBRECIPIENT will ensure that no funds provided under this agreement shall be used or proposed for use to encourage or to induce the relocation in the United States of an establishment, or part thereof, which results in the loss for any employee of such establishment at the original location.

Code of Standards

37. The SUBRECIPIENT shall maintain a written code of standards of conduct governing the performance of persons engaged in the award and administration of contracts and subgrants. This document will contain appropriate sanctions for a failure at any level to follow the code of standards of conduct.

AGREEMENT NO. 0Z406200**Public Service Employment**

38. The SUBRECIPIENT will ensure that no funds available under this agreement are used for public service employment.

Employment Generating Activities

39. The SUBRECIPIENT will ensure that no funds available under this agreement are used for employment generating activities, economic development activities, investment in revolving loan funds, capitalization of businesses, investment in contract bidding resource centers, economic development, and other similar activities, unless they are directly related to training for eligible individuals.

Foreign Travel

40. The SUBRECIPIENT will ensure that no funds under this agreement are used for foreign travel.

Disputes

- 41.
- A. The SUBRECIPIENT agrees to attempt to resolve disputes arising from this agreement by administrative processes and by negotiations in lieu of litigation. Continued performance during all disputes is assured.
 - B. Any dispute concerning a question of fact arising under this agreement which is not settled by informal means shall be decided by the GRANTOR's authorized representative, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the SUBRECIPIENT.
 - C. In connection with any dispute or appeal arising under this section, the SUBRECIPIENT shall be afforded an opportunity to be heard and to offer evidence in support of its position; the SUBRECIPIENT shall be accorded this opportunity prior to any decision by the GRANTOR's authorized representative. Pending the appeals process and a final decision of a dispute hereunder, the SUBRECIPIENT shall proceed diligently with the performance of this agreement in accordance with the GRANTOR's decision.
 - D. The SUBRECIPIENT will have protest procedures to handle and resolve disputes relating to its procurements. A protester shall exhaust all administrative remedies with the SUBRECIPIENT before pursuing a protest at a higher level.

Terminations

42. A clause addressing a termination for cause and convenience must be included in all contracts in excess of \$10,000. The following provisions apply to termination under this grant agreement, whether termination by the Department or by the SUBRECIPIENT. The performance of work under this agreement may be terminated in whole or in part for the following circumstances:

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- A. Termination for Convenience.** This agreement may be terminated by either party with thirty (30) days written notice. Said notice shall specify the reasons for requesting such termination. If the Department determines that continuation of the work will serve no useful public purpose, this Agreement may be terminated by the Department and the SUBRECIPIENT shall be entitled to necessary expenses incurred through the date of termination or the date services are last provided, whichever occurs first.
- B. Termination for Cause.** If, through any cause, the SUBRECIPIENT shall fail to fulfill in a timely manner its obligations under this Agreement, or if the SUBRECIPIENT shall violate any of the covenants, agreements or stipulations of this Agreement, and such failure or violation is not corrected within fifteen (15) days after such notice is given by the Department to the SUBRECIPIENT, the Department shall thereupon have the right to immediately terminate or suspend this Agreement by giving written notice to the SUBRECIPIENT of such termination or suspension and specifying the effective date thereof.

In the event of termination, for either convenience or cause, all property, finished or unfinished documents, data, studies, surveys, drawings, maps models, photographs, computer tapes, computer programs, and reports prepared by the SUBRECIPIENT under this Agreement shall, at the option of the Department, and if in accordance with applicable State and Federal regulations, become the property of the Department. The SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, the SUBRECIPIENT shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of the Agreement by the SUBRECIPIENT and the Department may withhold any payments to the SUBRECIPIENT for the purpose of setoff until such time as the exact amount of damages due the Department from the SUBRECIPIENT is determined.

Hearing on Appeal

43. The Subreceptient shall have the right to appeal any determination to terminate made by the Department; however, if the Subreceptient has failed to submit his appeal, in writing, within ten (10) calendar days from written notice of the termination and/or has failed to request and receive approval from the Department for extension of such, then he shall have no further right of appeal.

The hearing shall be conducted at the Department's offices in Montgomery, Alabama, or any other appropriate location at the Department's discretion, with a written notification of the time, place, and subject matter by the Department to the SUBRECIPIENT.

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Nondiscrimination/Equal Opportunity

44. As a condition to the award of financial assistance from the U.S. Department of Education, the grant applicant assures, with respect to operation of the funded program or activity and all agreements or arrangements to carry out the funded program or activity, that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin; and
 - Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities; and
 - The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis
 - Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and
 - Comply with the Americans with Disabilities Act of 1990, Title II Subtitle A.
 - Comply with the OSHA workplace requirements.

Davis-Bacon Act and Copeland "Anti-Kickback" Act

45. In the event this contract or grant award is for an amount which exceeds \$2,000 and is a prime construction contract, the Contractor or Subrecipient shall comply with the Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5, which includes provisions providing for the payment of mechanics and laborers at a rate not less than the prevailing wages specified in a wage determination issued by the United States Secretary of Labor, and provides for the payment of wages to mechanics and laborers not less than once a week. Additionally, for all prime construction contracts in excess of \$2,000, the Contractor or SUBRECIPIENT shall comply with the Copeland "Anti-kickback" Act, 40 U.S.C. 3145, as supplemented by Department of Labor regulations (29 CFR Part 3), which prohibits a Contractor or SUBRECIPIENT from inducing any person employed in the construction, completion, or repair of a public work from giving up any compensation to which he or she is entitled to receive. In the event of a suspected or reported violation of either the Davis-Bacon Act or the Copeland "Anti-Kickback" Act, the Department shall report such violation to the Federal awarding agency.

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Contract Work Hours and Safety Standard Act

46. In the event this contract or grant award is for an amount in excess of \$100,000 and involves the employment of mechanics and laborers, the Contractor or SUBRECIPIENT shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701-3708, specifically 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Said Act includes provisions which provide that a contractor must compute the wages of mechanics and laborers on the basis of a standard 40-hour work week. If an employee works in excess of 40 hours during a work week, the employee must be compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours. Further, neither a laborer nor a mechanic can be required to work in unsanitary, hazardous or dangerous conditions.

Rights to Inventions Made Under a Contract or Agreement

47. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or SUBRECIPIENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance of experimental, developmental, or research work under that "funding agreement," the recipient or SUBRECIPIENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Clean Air Act and Federal Water Pollution Control Act

48. In the event this contract or grant award is for an amount in excess of \$150,000, the Contractor or SUBRECIPIENT shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401-7671q, and the Federal Water Pollution Control Act, 33 U.S.C. 1251-1387. The Department shall report any suspected or reported violation to the Federal awarding agency and to the Environmental Protection Agency.

Energy Conservation

49. The Contractor or SUBRECIPIENT shall comply with all mandatory standards and policies relating to energy, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et seq. (Public Law 94-163).

Debarment and Suspension

50. The SUBRECIPIENT is prohibited from using any contractor or subcontractor that has been debarred, suspended, or otherwise excluded from participation in federal assistance programs (Executive Orders 12549 and 12689).
- The SUBRECIPIENT shall require participants in lower tier covered transactions to include the certification on Government-wide Debarment and Suspension (Non-Procurement) for it and its principals in any proposal submitted in connection with such lower tier covered transactions (See Code of Federal Regulations, 2 CFR Part 180.300). The Excluded Parties List System is available for access from the System of Award Management website at <https://www.SAM.gov>.

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The SUBRECIPIENT certifies, by entering into this Agreement, that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency, or political subdivision of the State. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Recipient.

The SUBRECIPIENT certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupment or penalties that might arise from non-compliance. SUBRECIPIENTS shall immediately notify the Department if any sub-contractor becomes debarred or suspended, and shall, at the Department's request, take all steps required by the Department to terminate its contractual relationship with the sub-contractor for work to be performed under this Agreement.

Certification Regarding Lobbying

51. All SUBRECIPIENTS must comply with any applicable restrictions on lobbying. No Federal appropriated funds have been paid by, or on behalf of, the SUBRECIPIENT, 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 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.

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 SUBRECIPIENT shall complete and submit Standard Form-LL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The SUBRECIPIENT 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 SUBRECIPIENTS shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code.

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Procurement of Recovered Materials

52. 2 CFR 200.322 provides that a non-Federal entity that is a state agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (“EPA”) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of completion, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Tobacco Smoke

53. The SUBRECIPIENT will comply with Public Law 103-227, Title X, Part C, also known as the Pro-Children Act of 1994 (20 U.S.C. 6083), which prohibits smoking in any portion of any indoor facility owned or leased or contracted for by an entity used routinely or regularly for the provision of health, daycare, education, or library services to children under the age of 18 if the services are funded by federal programs either directly or through state or local governments by federal grant, contract, loan or loan guarantee.

Drug-Free Workplace Requirements

54. The SUBRECIPIENT certifies by execution of this agreement that it will comply with Subpart F, Drug-Free Workplace Requirements as codified by the U.S. Department of Labor (29 CFR Part 98.600-635) and as required by the WIOA Regulations. A separate certification specific to the site of performance relative to this agreement is also required (29 CFR Part 98.630).

In accordance with provisions of Title V, Subtitle D of Public Law 100-690 or Public Law 111-350 (41 U.S.C. 8101 et seq.), the “Drug-Free Workplace Act of 1988,” all grantees must maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. Failure to comply with these requirements may be cause for debarment.

Transparency Act Requirements

55. Awards under these programs are included under the provisions of P.L. 109-282, the “Federal Funds Accountability and Transparency Act of 2006” (FFATA). Under this statute, the State is required to report information regarding executive compensation and all subgrants, contracts and subcontracts in excess of \$25,000 through the Federal Subaward Reporting System (<https://www.fsrs.gov/>) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A. Therefore, all sub recipients, who meet this threshold, will be required to furnish this information to the division within the Alabama Department of Commerce, which is funding the sub recipient agreement. Specific reporting processes will be provided by the applicable Alabama Department of Commerce division to sub recipients.

Political Activity

56. The SUBRECIPIENT shall comply with the Hatch Act (5 U.S.C. 1501, et seq.) regarding political activity by public employees or those paid with Federal funds. None of the funds, materials, property, or services contributed by the SUBRECIPIENT or the Department under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate in public office.
- It will comply with the requirements of the Act that no program under the Act shall involve political activities.

Human Trafficking Provisions

57. This award is subject to the requirements of Section 106(g) of the “Trafficking Victims Protection Act of 2000” (22 U.S.C. 7104).

Purchases of American-Made Equipment and Products

58. As stated in Section 507 of Public Law 103-333 it is the sense of Congress that to the extent practicable, all equipment and product purchases with funds from this Agreement should be American made.

Mandatory Disclosures

59. Pursuant to 2 CFR200.113, the SUBRECIPIENT must disclose, in a timely manner, in writing to the Department all violations of Federal criminal law involving fraud, bribery, or gratuity violations.

Not to Constitute a Debt of the State

60. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by the Amendment No. 26.

Conflicting Provision

61. If any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.

AGREEMENT NO. 0Z406200

Immunity and Dispute Resolution.

62. The parties to this agreement recognize and acknowledge that the Alabama Department of Commerce is an instrumentality of the State of Alabama, and as such, is immune from suit pursuant to Article I, Section 14, Constitution of Alabama 1901. It is further acknowledged and agreed that none of the provisions and conditions of this Agreement shall be deemed to be or construed to be a waiver by the Alabama Department of Commerce of such Constitutional Immunity. The SUBRECIPIENT's sole remedy for the settlement of any and all disputes arising under the terms of the agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama pursuant to § 41-9-60 et seq, Code of Alabama 1975.

For any and all disputes arising under the terms of this Grant Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation.

Disclaimer

- 63 Alabama Department of Commerce specifically denies liability for any claim arising out of any act or omission by any person or agency receiving funds from Alabama Department of Commerce whether by contract, grant, loan, or by any other means.

No SUBRECIPIENT, contractor or agency performing services under any agreement, contract, grant or any other understanding, oral or written, other than an actual employee of Alabama Department of Commerce, shall be considered an agent or employee of the State of Alabama or Alabama Department of Commerce or any division thereof. The State of Alabama, Alabama Department of Commerce, and their agents and employees assume no liability to any SUBRECIPIENT, contractor or agency, or any third party, for any damages to property, both real and personal, or personal injuries, including death, arising out of or in any way connected with the act or omissions of any SUBRECIPIENT, contractor or agency, or any other person.

Access to Records

64. It will give the awarding agency (GRANTOR), the U.S. Department of Labor (including the Department of Labor's Office of the Inspector General), the Comptroller General of the United States, and Chief Examiner of Public Accounts or any of their authorized representatives, the right of access to any books, documents, papers, computer records, or other records pertinent to the agreement, in order to conduct audits and examinations, and to make excerpts, transcripts, and photocopies of such documents. This right also includes timely and reasonable access to SUBRECIPIENT personnel for the purpose of interview and discussion related to such agreement. This right of access is not limited to the required retention period, but shall last as long as the records are retained.

AGREEMENT NO. 0Z406200

Assignability

65. The SUBRECIPIENT shall not assign any right or interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Department thereto. Provided, however, that claims for money due, or to become due to the SUBRECIPIENT from the Department under this Agreement may be assigned to a bank, a trust company, or other financial institution through a valid court order and without such approval. Notice of such assignment or transfer shall be furnished promptly to the Department.

Contingency Clause

66. It is expressly understood and mutually agreed that any Department commitment of funds herein shall be contingent upon receipt and availability by the Department of funds under the program for which this Grant Agreement is made. If this agreement involves Federal Funds, the amount of this Grant Agreement will be adjusted by the amount of any federal recessions and/or deferrals. Payments made by the Department under the terms of this Agreement shall not constitute final approval of documents submitted by the SUBRECIPIENT or of procedures used in formulating requests for payment to the SUBRECIPIENT. Funds appropriated and obligated to this award are available for reimbursement of costs until the end of the performance period set forth in the Grant Agreement.

Conflict of Interest, Real or Apparent

67. A conflict of interest, real or apparent, will arise when any of the following has a financial or other interest in the firm or organization selected for award: (1) the individual, (2) any member of the individual's immediate family, (3) the individual's partner, or (4) an organization which employs, or is about to employ, any of the above. The SUBRECIPIENT certifies by signing this agreement that no person under its employ or control who presently performs functions, duties, or responsibilities in connection with the GRANTOR of Act-funded projects or programs has any personal and/or financial interest, direct or indirect, in this agreement nor will the SUBRECIPIENT hire any person having such conflicting interest. The SUBRECIPIENT further certifies that it will maintain a written code of standards governing the performance of persons engaged in the award and administration of WIOA contracts and subgrants.

AGREEMENT NO. 0Z406200**Indirect Cost**

68. In accordance with 2 CFR §200.331(a)(1)(xiii) and (a)(4), and 2 CFR §200.414, SUBRECIPIENTS of federal awards may charge indirect costs to the award unless statutorily prohibited by the federal program and in accordance with any applicable administrative caps on federal funding. Alabama Department of Commerce will not negotiate indirect cost rates with SUBRECIPIENTS, but will accept a federally negotiated indirect cost rate or the 10% de minimis rate of the modified total direct cost (MTDC) as defined in 2 CFR §200.68. If requesting the 10% de minimis rate, SUBRECIPIENTS must submit a certification that the entity has never received a federally approved indirect cost rate. SUBRECIPIENTS are allowed to allocate and charge direct costs through cost allocation. However, in accordance with 2 CFR §200.403, costs must be consistently charged as either indirect or direct costs but not charged as both or inconsistently charged to the federal award. Once chosen, the method must be used consistently for all federal awards until such time as negotiated rate is approved by the SUBRECIPIENTS' federal cognizant agency.

Audit Requirements

69. All SUBRECIPIENTS of federal funds must follow the Audit requirements identified in the Office of Management and Budget Uniform Administrative Requirements, 2 CFR Part 200, Subpart F – Audit Requirements. Additionally, if any SUBRECIPIENT receives more than \$500,000, collectively, in State General Fund appropriations in their fiscal year, from Alabama Department of Commerce, they must have an audit in accordance with Government Auditing Standards (the Yellow Book) and Generally Accepted Auditing Standards established by the AICPA.

Nothing contained in this agreement shall be construed to mean that Alabama Department of Commerce cannot utilize its auditors regarding limited scope audits of various Alabama Department of Commerce funds. Audits of this nature shall be planned and carried out in such a way as to avoid duplication or not to exceed the audit coverage limits as stated in the Uniform Administrative Requirements.

Copies of all required audits must be submitted to:

Alabama Department of Commerce
ATTENTION: Chief Audit Executive
Post Office Box 5690
Montgomery, AL 36103-5690

And an additional copy to:

Alabama Department of Examiners of Public Accounts
ATTENTION: Audit Report Repository
Post Office Box 302251
Montgomery, AL 36130-2251

All entities that have a single audit must submit the reporting package and data collection form to the Federal Audit Clearinghouse in accordance with 2 CFR Part 200, Subpart F §200.512.

Attachment: 7160 RWP Agreement (2021-353 : RWP Grant 0Z406200)

AGREEMENT NO. 0Z406200

Audit Exceptions/Unresolved Costs/Outstanding Debts

70. The SUBRECIPIENT certifies by signing this agreement that it does not have any unresolved audit exceptions, unresolved questioned costs, or finding of fiscal inadequacy as a result of project monitoring. It further certifies that no money is owed to any division of AOWD or Alabama Department of Commerce or to the Federal government under any program administered by any division of Alabama Department of Commerce that has not arranged a repayment plan.

Suspensions of Payment

71. Payments under this Agreement may be suspended in the event that there is an outstanding audit exception under any program administered by any division of the Alabama Department of Commerce, or in the event there is an amount owing to any division of the Alabama Department of Commerce, or an amount owing to the Federal government under any program administered by any division of the Alabama Department of Commerce that is not received in a reasonable and timely manner.

Should the SUBRECIPIENT incur an unresolved audit exception or have unresolved questioned costs or finding of fiscal inadequacy as a result of any project monitoring by any division of Alabama Department of Commerce, then Alabama Department of Commerce shall not enter into any other contract, agreement, grant, etc., with said grantee until the audit exception or questioned cost or finding of fiscal inadequacy has been resolved.

Alabama Department of Commerce shall not enter into another contract, agreement, grant, etc., with any individual, agency, company, or government under any program administered by any division of Alabama Department of Commerce that has not arranged a repayment schedule.

Disclosure Statement

72. Unless otherwise exempt under subsection 41-16-82, Code of Alabama 1975, a disclosure statement must be submitted to Alabama Department of Commerce for any and all proposals, bids, contracts, or grant proposals in excess of \$5,000.00.

Compliance with Federal, State, and Local Laws

73. In addition to the provisions provided herein, the SUBRECIPIENT shall be responsible for complying with any and all other applicable laws, ordinances, codes and regulations of the Federal, State and local governments, including but not limited to, the Alabama Competitive Bid Law (§ 31-13-1 et seq., Code of Alabama 1975), the Alabama Public Works Law (§ 39-1-1 et seq., Code of Alabama 1975), any State permitting requirements, the Alabama Open Meetings Act (§ 36-25a-1 et seq., Code of Alabama 1975), and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (§ 31-13-1 et seq., Code of Alabama 1975). Further, it certifies that performance under this agreement shall be in compliance with Alabama Department of Commerce requirements, the Act and rules/regulations promulgated under the Act.

AGREEMENT NO. 0Z406200

For all contracts governed by the Alabama Public Works Law (§ 39-1-1 et seq, Code of Alabama 1975) or the Alabama Competitive Bid Law (§ 41-16-1 et seq, Code of Alabama 1975), the following shall apply: In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

By signing this contract, grant, or other 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.

Representation

74. By executing this agreement, the SUBRECIPIENT represents that it has read and understands the provisions of this agreement.

James A. Stephens

Printed Name of Organization's Authorized Administrator

Signature of Authorized Administrator

**Central Alabama Partnership for Training and
Employment, Inc.**

Name of Organization

Date

Attachment: 7160 RWP Agreement (2021-353 : RWP Grant 0Z406200)

Agreement Number: 0Z406200

Performance Standards

The **Subrecipient** agrees to perform activities and services as specified below:

- I. The subrecipient has the final responsibility for selecting participants to be served under this agreement.
- II. The following are minimum standards for a successful program:

Adult Program	Performance Goal
1. Entered Employment	77.0
2. Employment Retention	74.0
3. Median Earnings	5,750
4. Credential Rate	61.0
5. Skill Gains	55.0

Dislocated Workers Program	Performance Goal
1. Entered Employment	78.8
2. Employment Retention	77.0
3. Median Earnings	7,200
4. Credential Rate	70.0
5. Skill Gains	54.6

Youth Program	Performance Goal
1. Placement in Education, Employment, or Training	67.3
2. Retention in Education, Employment, or Training	67.0
3. Median Earnings	2,742.30
4. Credential Rate	45.0
5. Skill Gains	47.0

III. Statement of Program Purpose: (Additional Pages Attached as Necessary)

1. See Statement of Work
2. A total of 232 participants will be served.

Attachment: 7160 RWP Agreement (2021-353 : RWP Grant 0Z406200)

Agreement Number: 0Z406200**SPECIAL PROVISIONS**

The SUBRECIPIENT agrees to comply with the Workforce Development Division's operating and reporting procedures as specified below:

I. Published Instructions

- A. Fiscal Procedures Manual
- B. ADECA Audit Policy Manual
- C. Procurement Procedures
- D. _
- E. Other: RWP Policies

- II. The final WDD Subrecipient's Expenditure Report must be received no later than 30 days after the termination of the agreement. Exceptions shall be granted only with the written permission of the Division Director of the Workforce Development Division.

III. Other:

- A. The official home base for computing travel costs, etc. for staff assigned to this project will be each person's officially assigned home base.
- B. Monthly activity reports will be provided by the 10th workday of the following month to the Workforce Development Division, which will detail the activities and progress made in regard to the objectives of this project as stated in the Statement of Work.
- C. Expenditures reported under this agreement may exceed the amount budgeted by 20% of the approved line item amount. This variance applies to budgeted equipment as long as the local number of units budgeted is not exceeded and the total budget for equipment in any project is not exceeded.

The variance does not apply to salaries and fringe benefits; however, expenditures for salaries and fringe benefits may be exceeded for one month's expenditure report with prior written approval. Budget adjustments would have to be made before the next month's expenditure report is processed. In any case, total expenditures may neither exceed the total amount budgeted in any cost category nor the total amount budgeted for any project.

- D. All expenditure documentation requirements will be followed and copies of such documentation will be provided with each expenditure report submitted for reimbursement with Federal funds. Expenditure reports are due the tenth (10th) workday of the month following the reporting month.

Attachment: 7160 RWP Agreement (2021-353 : RWP Grant 0Z406200)

Agreement Number: 0Z406200

- E. The sub recipient will comply with the DUNS Number registration requirements, and ensure that the entity is currently registered at <http://www.sam.gov>. The sub recipient will also comply with any additional reporting requirements of the Transparency Act required by Commerce.

- F. A pre-award risk assessment will be made based on: 1. Past Record of Performance 2. Cost Principles: Reasonableness of Costs 3. Past Record of Compliance 4. Audit and Monitoring Results. Awards will be only to responsible contractors per 2 CFR 200.318(h), who have the ability to perform successfully based on past performance, compliance with public policy, financial and technical resources, and contractor integrity. Risk will be managed by: 1. Due diligence before the award (systems, procedures, staff in place and clear and measurable deliverables, interim and final) 2. Oversight during the period of performance by: Tracking actual versus plan, identify problems early, and requesting a timely corrective action plan. 3. Verify results by: monitoring on site.

- G. Each local area must account for other funds expended in support of RWP goals and participants as described in the Statement of Work, including Workforce Innovation and Opportunity Act funds. This information must be provided in financial reports and other reports as needed.

- H. When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, the grantee shall clearly state: 1) the percentage of the total costs of the program or project which will be financed with Federal money; 2) the dollar amount of Federal funds for the project or program; and 3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources. Recipients must comply with these conditions under Division B, Title V, Section 505 of Public Law 115-245, Consolidated Appropriations Act, 2019. Grantees shall also state funds are provided through the Alabama Department of Commerce, Workforce Development Division.

- J. Grantees shall obtain prior approval for conferences or meetings for which grant funds will be used.

Attachment: 7160 RWP Agreement (2021-353 : RWP Grant 0Z406200)

BUDGET SECTION COVER SHEET

SUBRECIPIENT'S NAME AND ADDRESS: Central Alabama Partnership for Training and Employment, Inc.	AGREEMENT NO:	0Z406200
716 Richard Arrington Jr Blvd	MODIFICATION NO:	N/A
Birmingham, Alabama 35203	(if applicable)	
	FEDERAL ID NO:	63-6001579
NAME/ADDRESS OF FISCAL AGENT (IF DIFFERENT)	BEGINNING DATE:	01/01/21
	ENDING DATE:	09/30/21
	MOD. EFFECTIVE DATE:	N/A

	<u>Amount Approved</u>	<u>Adjustment</u>		<u>Revised Amount</u>
		<u>Increase</u>	<u>Decrease</u>	
Administration				\$ -
Program	\$ 557,137.41			\$ 557,137.41
Rapid Response	\$ -			\$ -
Other: _____				\$ -
Other: _____				\$ -
Other: _____				\$ -
TOTAL CONTRACT	\$ 557,137.41	\$ -	\$ -	\$ 557,137.41

Required per 2 CFR 200.331

Subrecipient's DUNS No.:	114299647
Federal Award ID No.:	V425G200015
Federal Award Date:	10/01/20 - 09/29/23
Federal Funds Obligated in this Agreement:	\$557,137.41
Federal Funds Obligated to Subrecipient:	\$557,137.41
Total Amount of Federal Award:	\$17,827,178.11
Name of Federal Awarding Agency:	US Department of Education
Contact Information for Awarding Official:	Tammy Wilkinson (334) 242-5300
CFDA No. and Name:	84.425G Education Stabilization Fund - RWP
Is the Award for R&D:	No
Indirect Cost Rate for the Federal Award:	N/A

Attachment: 7160 RWP Agreement (2021-353 : RWP Grant 0Z406200)

BUDGET

Subrecipient's Name/Address:
 Central Alabama Partnership for Training and
 Employment, Inc.
 716 Richard Arrington Jr Blvd
 Birmingham, Alabama 35203

Agreement/Project No: 0Z406200 / 0Z406200
 Modification No.: N/A
 Federal ID No: 63-6001579
 Contact Person: Keith Strother
 (205) 582-5261
 Agreement Period: 01/01/21 - 09/30/21
 Date: 01/01/21

County Code(s) for this activity 009, 021, 073, 115, 117, 127
 House District(s) for this activity 11, 13 -16, 27, 30, 33-34, 36, 41-52, 54-60, 81
 Senate District(s) for this activity 5, 9, 10, 11, 12, 14 - 20, 30
 84.425G Education Stabilization Fund - RWP

A. Administration (Items 1-9)	AMOUNT		ADJUSTMENT		REVISED AMOUNT
	APPROVED	INCREASE	DECREASE		
A.1. Staff Salaries (Itemize/Show %)					
	-				-
					-
					-
					-
TOTAL SALARIES:	\$ -	\$ -	\$ -	\$ -	-
A.2. Total Staff Fringe Benefits (Indicate the ____% of salaries per itemized list on the backup)	\$ -	\$	\$	\$	-
A.3. Staff Travel (Itemize on backup)					
In-State	-				-
Out-of-State					-
TOTAL TRAVEL	\$ -	\$ -	\$ -	\$ -	-
A.4. Facilities (Include rent, utilities, maint. for rental space and show cost per square ft. on backup)	\$	\$	\$	\$	-
A.5. Communications (telephone, internet, etc.)	\$ -	\$	\$	\$	-
A.6. Office Supplies (include postage, software, desktop supplies, etc.)	\$ -	\$	\$	\$	-
A.7. Equipment (Itemize on backup)	\$	\$	\$	\$	-
A.8. Other: Specify:	\$ -	\$	\$	\$	-
See Attached	\$	\$	\$	\$	-
	\$	\$	\$	\$	-
TOTAL DIRECT COSTS (1-8)	\$ -	\$ -	\$ -	\$ -	-
A.9. TOTAL INDIRECT COSTS (Specify approved rate ____% and attach copy or cognizant agency approval)	\$ -	\$	\$	\$	-
TOTAL ADMINISTRATION (1-9)	\$ -	\$ -	\$ -	\$ -	-

Attachment: 7160 RWP Agreement (2021-353 : RWP Grant 0Z406200)

BUDGET

(Indicate as appropriate)

Program	X
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Rapid Response _____

Other Cost Category _____

Agreement/Project No.: 0Z406200/ 0Z406200

Modification No.:	N/A
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(if applicable)

84.425G Education Stabilization Fund - RWP

B. Program Costs (Items 1-14)		AMOUNT	ADJUSTMENT		REVISED
B.1.	Staff Salaries (Itemize/Show %)	<u>APPROVED</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>AMOUNT</u>
					-
		-			-
		-			-
		-			-
		-			-
		-			-
		-			-
		-			-
	TOTAL SALARIES:	\$ -	\$ -	\$ -	\$ -
B.2.	Total Staff Fringe Benefits (Indicate the ____% of salaries per itemized list on the backup)	\$ -	\$	\$	-
B.3.	Staff Travel (Itemize on backup) In-State Out-of-State TOTAL TRAVEL	- - \$ -	 \$ -	 \$ -	- - \$ -
B.4.	Facilities (Include rent, utilities, maint. for rental space and show cost per square ft. on backup)	\$ -	\$	\$	-
B.5.	Communications (telephone, internet, etc.)	\$ -	\$	\$	-
B.6.	Office Supplies (include postage, software, desktop supplies, etc.)	\$ -	\$	\$	-
B.7.	Books & Training/Teaching Aids	\$ -	\$	\$	-
B.8.	Equipment (Itemize on backup)	\$ -	\$	\$	-
B.9.	Other: Specify: See Backup Training for DW and IWs Provided by ATN and/or Employers	\$ 100,000.00 \$	\$ \$ \$	\$ \$ \$	- 100,000.00 -
B.10.	Payment of ITA's	\$ 228,568.71	\$	\$	228,568.71
B.11.	On-the-Job Training (Only)	\$ 228,568.70	\$	\$	228,568.70
B.12.	Work Experience Wages	\$	\$	\$	-
B.13.	Work Experience FICA	\$	\$	\$	-
B.14.	Supportive Svcs. to Participants (specify type)	\$	\$	\$	-
		\$	\$	\$	-
		\$	\$	\$	-
		\$	\$	\$	-
		\$	\$	\$	-
	TOTAL SUPPORTIVE SERVICES	\$ -	\$ -	\$ -	-
TOTAL	Program (1-14) X	\$ 557,137.41	\$ -	\$ -	557,137.41
	Rapid Response (1-14)				
	Other (1-14)				

BUDGET BACKUP		Agreement/Project No: 0Z406200/ 0Z406200			
		Modification No.: N/A			
COST CATEGORY:	Administration				
	Program Costs	X			
	Rapid Response				
Line Item No: B9	Other	AMOUNT APPROVED	ADJUSTMENT INCREASE	ADJUSTMENT DECREASE	REVISED AMOUNT
Training for DW and IWs		100,000.00			100,000.00
Provided by ATN and/or Employers		-			-
		-			-
					-
		-			-
TOTAL		100,000.00	-	-	100,000.00
Line Item No:		AMOUNT APPROVED	ADJUSTMENT INCREASE	ADJUSTMENT DECREASE	REVISED AMOUNT
					-
					-
					-
					-
					-
TOTAL		-			-
Line Item No:		AMOUNT APPROVED	ADJUSTMENT INCREASE	ADJUSTMENT DECREASE	REVISED AMOUNT
					-
					-
					-
TOTAL		-			-
Line Item No:		AMOUNT APPROVED	ADJUSTMENT INCREASE	ADJUSTMENT DECREASE	REVISED AMOUNT
					-
					-
					-
TOTAL		-			-

Attachment: 7160 RWP Agreement (2021-353 : RWP Grant 0Z406200)

Statement of Work

The Governors Local Workforce Development Areas is being award funds through Alabama Reimagine Workforce Preparation Grant. The State of Alabama was awarded \$17.8 million in Reimagine Workforce Preparation (RWP) grant funds under Absolute Priority 1 to implement and scale the Alabama Workforce Stabilization Program (AWSP). The AWSP is designed around sector-based education and training programs in five key industries: (1) advanced manufacturing; (2) healthcare; (3) information technology; (4) transportation, distribution, and logistics; (5) and construction. Over a three-year period, RWP grant funds, in combination with other state and federal funding streams, will support 7,080 Alabamians statewide in completing short-term educational programs and training courses aligned to Alabama's in-demand occupations and career pathways. Specifically, the AWSP will assist individuals who have been displaced by COVID-19 with returning to the workforce, helping new workers with barriers to entering the workforce enter into in-demand occupations, and helping underemployed and low-wage workers transition into better paying, more fulfilling employment. The AWSP will also help Alabama businesses to avoid layoffs, upskill current employees, and develop new talent pipelines.

The AWSP team is led by the Alabama State Workforce Investment Board, the grant applicant, which is supported by the Department of Commerce, acting as fiscal agent. Other partners include the Governor's Office of Education and Workforce Transformation (GOEWT), the Alabama Department of Labor (ADOL, including the Career One-Stop Centers), the Alabama Industrial Development Training (AIDT), the Alabama Technology Network (ATN), Alabama Community College System (ACCS), the Alabama Office of Apprenticeship (AOA), the University of Alabama (UA), and the Federal Reserve Bank of Atlanta.

The AWSP responds to RWP grant Absolute Priority 1(a) by implementing and taking to

scale short-term educational programs and training courses aligned to Alabama’s in-demand occupations and career pathways. AWSP training programs will focus on assisting workers who have been displaced, or who are at risk of being displaced, in moving from occupations that have proven to be less resilient to COVID-19 into occupations that are more resilient and pay a family-sustaining wage. Thus, the AWSP is a comprehensive layoff aversion, incumbent worker training, and disaster response program for Alabama residents and Alabama-based companies.

The AWSP responds to the RWP grant Absolute Priority 1(b) by implementing and taking to scale industry-sector-based education and training programs in five areas: (1) advanced manufacturing; (2) healthcare; (3) information technology; (4) transportation, distribution, and logistics; and (5) construction. These are the industry sectors in Alabama with the most in-demand occupations, the strongest third-party intermediaries, and the strongest existing on-the-job training and required technical training assets. They also offer pathways to occupations that provide a self-sustaining wage through short-term education/training programs as initial “on-ramps” to the career pathway.

The local area will partner and participate in the following described activities:

In accordance with Absolute Priority 1(b), each AWSP training program will be initiated by one or more employers working with a designated organization functioning as the intermediary between the employer and a training partner, typically one of 22 Alabama Community College System institutions of higher education (IHEs) or the Alabama Technology Network. The third-party intermediaries will support training partners in developing training standards for the AWSP by collaborating with the associated industry-sector-specific technical advisory committees (TACs) of the Alabama Committee on Credentialing and Career Pathways

(ACCCP).

Additionally, in accordance with Absolute Priority 1(b), each AWSP training program will provide individuals the opportunity to earn industry-recognized credentials for one or more in-demand occupations in the targeted industry sectors. Earning industry-recognized credentials will permit AWSP participants to demonstrate mastery of the skills needed to begin employment in an entry-level job or to advance to the next level within a career pathway. See section 4(a)(ii) for more information on credentials to be earned by AWSP participants.

In further alignment with Absolute Priority 1(b), all AWSP training will include work-based learning (including, but not limited to, pre-apprenticeships and apprenticeships) as well as related technical instruction. Through the work-based learning component, AWSP participants will master skills-based competencies aligned with their individual career pathway. Most AWSP participants will also gain valuable, paid work experience through on-the-job training (OJT) provided by the employer with supervision by an assigned mentor. Documented competencies and work experience may be articulated for college credit toward a long-term certificate or degree through the established ACCS Prior Learning Assessment procedure.

The AWSP addresses Competitive Preference priority 1 by providing the related technical instruction (RTI) for AWSP training programs primarily through distance education. The Alabama Technology Network (ATN), which serves as Alabama's center for the National Institute of Standards and Technology (NIST) Manufacturing Extension Partnership (MEP) and institutions of the Alabama Community College System (ACCS) will be the primary providers of RTI which will be based on training standards and curricula tailor-made for each employer. It may be delivered on the job site for employers meeting minimum participation requirements.

On-site training will be limited to employers with employee cohorts of 10 or more, unless the employer agrees to offset the cost of each employee less than 10 in the training cohort.

Employers that request on-site delivery of RTI, but that have appropriately equipped training classrooms in their facilities, may still subscribe to virtual delivery of RTI facilitated by the training provider. If ATN, a community college, or the employer is unable to deliver the RTI, then another training provider may be selected by a regional selection panel to provide it.

The AWSP meets Priority 2 in part by prioritizing programs that serve individuals who reside or work in rural communities or Opportunity Zones. Companies that request employee training services under AWSP will be screened by a three-member panel in the workforce region in which the company is located. Companies will be selected based on competitive criteria and companies located in a rural area or an Opportunity Zone will receive additional points toward their ranking.

AWSP also meets Competitive Preference Priority 2 by meeting the unique needs of lower-income individuals who tend to live and work in rural communities and economically depressed areas. These individuals will be supported with extensions to the benefit level of their ITAs to offset costs associated with transportation, childcare, housing, and personal training equipment. Also, all AWSP participants will be provided integrated case management by Alabama Career Center System staff and will receive an individual employment plan and a comprehensive needs assessment at intake following standard WIOA operating procedures. The local area will partner with The Alabama Department of Human Resources (ADHR). The ADHR will identify state and local organizations to provide timely, personalized support for the AWSP participants. Case management and career coaching will assure AWSP participants a successful transition to their

educational and training courses.

The GOEWT commissioned a statewide survey of 500 underemployed and unemployed Alabamians, conducted by Cygnal between August 4 through August 20, 2020, and the survey results demonstrate that a plurality of respondents (27.4 %) would prefer to enroll in a short-term certificate, certification, or licensure program if they enrolled in an education or training program in the next six months.^{iv} Many competency-based and short-term workforce training programs are not eligible for Pell funding because they do not meet Title IV financial aid requirements for “clock” or “credit” hours. The AWSP functions as a needs-based workforce training program and offsets the costs to participants for a short-term education program. The AWSP is also designed to provide integrated education for participants who will co-enroll in adult education and CTE courses, awarding articulated college credit through the ACCS Prior Learning Assessment process for students who complete the requisite competencies and required assessments. Completion of the AWSP will help students who need assistance in meeting requirements for the Ability to Benefit program, which allows adults who have not yet earned a high school diploma or equivalency to access the Pell Grant by either passing an ability to benefit assessment of basic skills or by completing at least two three-hour for-credit college courses.

The AWSP will be administered through the regional workforce councils (RWCs) and local workforce investment boards located in each of Alabama’s seven workforce regions in collaboration with the Alabama Community College System. In each region, a three-member selection panel shall provide recommendations, by majority vote, regarding which employers will be admitted into the AWSP. The 3-member panel will consist of the following persons, or their

designees: (1) the chair of the local WIOA board, (2) the chair of the local regional workforce council (RWC), and (3) a representative of the Alabama Community College System. The regional selection panels shall meet at least bi-monthly to review program applications during the AWSP project period. Employers may appeal the decision of the regional panel to the State Workforce Investment Board. In regions in which the same individual is the chair of the WIOA board and RWC, then the Governor will designate the second member from among the members of the local WIOA board or RWC. A member so designated may also be a representative of a third-party intermediary. The Department of Commerce, on behalf of the Governor, will grant each workforce region an allotment of the aggregate funding available for the AWSP based on a proportion relative to the region's WIOA Title I-B allocation. The AWSP regional panels will select participating employers based on the following criteria: (a) projects focused on business recovery from COVID-19; (b) workforce development projects that demonstrate a measurable impact on one or more of the long-range goals of the state workforce plan, including layoff aversion through incumbent worker training and retraining and upskilling workers dislocated due to COVID-19; (c) projects serving existing workers in existing businesses inclusive of consortium-based projects serving multiple businesses; (d) projects targeted toward training for those businesses and industries previously identified as training priorities by the ACCCP; and (e) priority will be given to Alabama-based small businesses with 500 employees or less located in rural areas, and Alabama-based businesses located in areas designated as Opportunity Zones. The State Workforce Investment Board shall determine an aggregate upper limit on the number of employers, participants, and participants per employer allocated to each of Alabama's seven workforce regions and shall determine a process for reallocating AWSP unclaimed slots among the regions

by following existing funding and administrative protocol. The local area will participate in this process.

Collection of Data and Reporting on Performance Measures. Participant tracking and reporting of grant performance measures is the responsibility of the Department of Commerce, who will work with project partners to collect participant case management and training data. Commerce will use Geographic Solutions software, also known as Virtual One Stop (VOS), as the participant case management and tracking system. This system currently tracks all participants for Alabama's National Dislocated Worker Grants, Title I and III of WIOA, TAA, Vets and Apprenticeship for the Departments of Commerce and Labor. AWSP participants will be entered into the VOS system, to include demographic information, IEP/ISS, services, providers, credentials, MSGs, and even follow up. Contracts with each training provider will be entered into the system as well, with the ability to track participants who are assigned to each training provider as well as payments made to those training providers. The local area will coordinate with the Alabama Department of Commerce and other partners to provide participant tracking and ensure reporting requirements are met.

The AWSP Participant Eligibility Requirements. Participant eligibility is based on the level of training in which he/she intends to enroll. An AWSP participant, for level one, must be an Alabama citizen who, at the time of enrollment meets all four of the following: (1) is basic skills deficient (TABE testing will determine basic skills deficiency or proficiency); (2) is willing to be a postsecondary CTE concentrator; (3) meets WIOA eligibility criteria for the county in which the student resides; and (4) belongs to one or more WIOA special populations at the time of enrollment. For level two, an AWSP participant must be an Alabama citizen who, at the time of

enrollment, is an incumbent or unemployed worker who meets all five of the following: (1) possesses a high school diploma or its equivalent; (2) is basic skills proficient (TABE testing will determine basic skills deficiency or proficiency); (3) is willing to be a postsecondary CTE concentrator; (4) meets WIOA eligibility criteria for the county in which the student resides; and (5) belongs to one or more WIOA special populations at the time of enrollment.

AWSP funds awarded to the local area will be allocated directly to training providers and program providers at the direction of the seven regional selection panels. Payment to the training provider will be issued based on program enrollment and at the beginning of the training period. Participating AWSP employers will be responsible for covering per diem expenses of each onsite instructor and additional costs for mileage when travel is incurred. Some employers may request that the RTI component be front-loaded before an individual begins the OJT component. Other employers may request a blended model with a 2:3 weekly ratio of either two days of OJT and three days of RTI, or vice versa. For on-site delivery, RTI will be delivered on consecutive days to keep travel costs down. The participant costs for courses are frontloaded and are not contingent on program completion. The AWSP will require OJT provided by the employer to correspond to the 225 clock hours or the six-credit hours required to utilize the Ability to Benefit program. The OJT hours remaining from AWSP participants who complete the program in less than 225 clock hours will be reallocated to other participants by the regional selection panel. The AWSP will subsidize \$9.00 of OJT wages of any participant earning \$12.00 per hour or more for up to 225 hours. Employers will be required to commit to offsetting the costs associated with any additional hours. Participating employers must fund the participant's wages until he/she earns an hourly wage of at least \$12 per hour. Thus, the total per participant cost for the OJT is \$2,025 for

the AWSP and \$675 for employers. The total per participant cost to the AWSP for the OJT training and RTI components is \$3,601.80 (\$2,025 OJT wages + \$1,576.80 course and credential costs).

AWSP Short-Term Educational and Career Pathway Programs. The AWSP will be delivered to participants in two levels that may be completed consecutively or exclusively. Level one focuses on providing transitional jobs to disconnected or dislocated workers who are basic skills deficient or who are not prepared to directly enter employment. Level one program participants will complete the customized Ready-To-Work program, which will result in the attainment of the National Career Readiness Credential (NCRC) and the Alabama Certified Worker Credential. The customized Ready-To-Work credential provides the academic, workforce, and employability skills of the traditional Ready-To-Work program, which is a career readiness program, and the industry-specific skills identified by the ACCCP for each occupational cluster. The customized Ready-To-Work program can be delivered on-site for employers meeting minimum participation requirements and /or virtually through the ACCS and the ATN. Level one participants may be hired into transitional jobs while they are completing the customized Ready-To-Work program. Additional micro-credentials and/or credentials such as OSHA 10, Forklift Operator, Environmental Protection Credential, Pesticides Applicator license, Microsoft Word, Transport Trailer Technician, or Snap-on 525 may also be awarded according to appropriate program and ability of individual student.

For Level two, incumbent workers or dislocated workers who are career-ready and prepared for direct employment will be hired or enrolled in an AWSP program with a participating employer. The length of the level two programs will be negotiated, on a case-by-

case basis, by the employer and training providers. Credits and credentials earned through the AWSP will count towards prior learning assessment and articulation agreements so participants may transfer AWSP credits towards a college certificate and/or associate degree. Micro-credentials and/or credentials such as Manufacturing Skill Standards Council, National Center for Construction Education and Research, CompTIA Security, Certified Nursing Assistant License, Swift Coding, and Java Script may also be awarded according to appropriate program and ability of individual students. To ensure that all AWSP participants are self-sufficient, the AWSP program will provide wrap-around services and extended WIOA ITAs.

Targeted Occupations and Occupational Clusters. The GOEWT used the results of the weekly COVID-19 economic stress testing, conducted between March 21 and August 8, 2020 in coordination with the Alabama Department of Labor and the Federal Reserve Bank of Atlanta, to determine that the administrative support, waste management, and remediation services; accommodations; educational services; arts, entertainment, and recreation; and elements of manufacturing are the occupational clusters most affected by COVID-19. The local area as part of AWSP will focus on retraining and upskilling displaced workers from these sectors into advanced manufacturing; healthcare; information technology; transportation, distribution, and logistics; and construction, which are the sectors possessing the most in-demand occupations on the ACCCP's list of regional and in-demand occupations, the strongest third-party intermediaries, and the strongest existing on-the-job training, and have proven most resilient to COVID-19.

Targeted occupations in these industry sectors are those found in in-demand career pathways and correspond to the individual's level of training. Level one participants will

prepare for occupations such as (1) construction: coolant/refrigeration technician/installer, construction craft helper, laborer, asphalt spreader, flagger, highway maintenance worker; (2) healthcare: contact tracer, community health worker; (3) information technology: QuickBooks technician, cloud technician, and coder; (4) manufacturing: assembler, supervisor of laborers, welder, materials handler, and assembler; and (5) transportation: transportation trailer technician, brake repair, and laborer. Level two programs fulfill occupations such as (1) construction: welders, plumbers, pipefitters, HVAC contractor, equipment operator, electrician, construction manager, heavy equipment operator, and landscape contractor; (2) healthcare: certified nursing assistant, medical lab technician, and phlebotomist; (3) Information Technology: help desk technician, IT security technician, graphic design, data analytics, software development, web technician; (4) manufacturing: certified production technician, automotive technician, industrial maintenance technician, mechanic, and installers; and (5) transportation: truck driver, certified logistics technician, diesel mechanic, and CNC operator.

Participants will be served through On-the-Job Training (OJT), Individual Training Accounts (ITAs), and customized training as appropriate to meet these goals. ITAs will be for short-term training of twelve months or less in order to align with the ARWP grant's goal of providing short-term education/training and credentials.

0Z406200

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS
WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)**

- (1). The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2). Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

James A. Stephens Commission President

Name and Title of Authorized Representative

Signature

Date

Attachment: 7160 RWP Agreement (2021-353 : RWP Grant 0Z406200)

0Z406200

Instructions for Certification

- 1 By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
- 2 The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
- 3 The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4 The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules and implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5 The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
- 6 The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7 A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required, to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
- 8 Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9 Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

Attachment: 7160 RWP Agreement (2021-353 : RWP Grant 0Z406200)

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACT, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

(1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee 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 subrecipients shall certify and disclose accordingly.

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

Central Alabama Partnership for Training and Employment CARES Act – ESF-RWP Funds

Grantee/Contractor Organization

Program/Title

James A. Stephens, Commission President

Name of Certifying Official

Signature

Date

*NOTE: "ALL", in the Final Rule, is clarified to show that it applies to covered contract/grant/cooperative agreement transactions over \$100,000.

Attachment: 7160 RWP Agreement (2021-353 : RWP Grant 0Z406200)

0Z406200

TO: Potential Service Provider:

Our agency/organization fully understands that any work performed prior to receipt of a signed agreement from the Alabama Department of Commerce for services, as stated in the written agreement, constitutes “at risk work.” “At risk work” is defined as work for which your agency/organization will not be paid (by Commerce) unless a written agreement covering the nature of the work and the time period of the work is fully executed by all parties.

It is further understood that only the Governor or his designee may approve written agreements for services to be provided to Commerce.

**Signature – Agency / Organization’s
Authorized Signatory Official**

Date

Attachment: 7160 RWP Agreement (2021-353 : RWP Grant 0Z406200)



Independent Contractor Submission Form (ICSF)

Pursuant to Rule 11.4 of the Rules and Regulations of the Personnel Board of Jefferson County, appropriate documentation and a copy of the contract must be provided with the submission of this form. If sufficient information is not received, the Board may request additional documentation, return the contract or recommend denial of the contract. Submission of this form simply allows the Board to begin the Independent Contractor Review process and does not imply that information is all inclusive or that a contract will be approved. Questions should be directed to classandcomp@pbjcal.org. **NOTE:** If a contract is, in accordance with Policy 2015-002 of the Personnel Board, related to the construction of viaducts, bridges, streets, sewers, canals, public building or public utilities, then the contract is exempt from Personnel Board review.

Requesting Department: _____ Contractor's Name: _____

Contract Amount: _____ Contract Term (in years): _____

Contract Start Date: Following Commission/Council Approval ☐ OR, the Actual Date: _____

Is this a new contract, a renewal, or an amendment? New ☐ Renewal ☐ Amendment ☐

If this is a new contract, how many options to renew are included? 1 ☐ 2 ☐ 3 ☐ Other ☐

If this is a renewal, on what date was the original contract approved by the Personnel Board? _____

If this is a renewal, OR, if a contract has been executed with this contractor in the past,
what was the termination date of the contract or last renewal? _____

NATURE OF THE CONTRACT

- In "layman's terms" please provide a brief summary of the contract and the services to be performed. Please include the purpose of the contract, why an independent contractor is needed, and any helpful background information.

RATIONALE AND SUPPORTING INFORMATION

- Does this contract contain a staffing component? Yes ☐ *No ☐
*If the contract does not include a staffing component (for example, the contract is to purchase software, and Merit System employees will install the software), then submission of the contract to the Personnel Board for review is not necessary.
- Does the staffing component of this contract overlap with work performed by any Merit System job classification(s)?
☐ Yes, but there are extenuating circumstances that must be considered (please describe them below):
☐ No (please clarify below how they are different):

- Please indicate whether the staffing component of the work in this contract is:
Please note this does not refer to the term of the contract, but to the nature of the work being performed through the contract.

- ☐ Continuous (the work to be performed is expected to continue indefinitely).
- ☐ Temporary* (the work to be performed is temporary in nature has a defined start and end date).

*If "Temporary," please indicate the start and end dates and explain the temporary nature of the work:

Attachment: 7160 RWP ICF (2021-353 : RWP Grant 02406200)

5. Regardless of whether the work to be contracted is continuous or temporary, please indicate whether the work is:

☐ Consistently performed (regardless of the amount of time needed to perform the work, the work must be performed on a reasonably regular basis).

☐ Sporadically performed* (the work is performed on an irregular, intermittent or limited basis as needed).

*If "Sporadically performed," please describe the sporadic nature of the work:

6. The work/service to be performed under this contract: (indicate most appropriate response)

☐ Has not been performed prior to the establishment of this contract.

☐ Has been performed previously through other contracts.

☐ Has been performed previously by Merit System employees.

7. Is this type of work customarily given by public sector agencies to independent contractors?

Yes* ☐ No ☐

*If "Yes," please provide the names of other public sector agencies that contract similar services.

8. Does the work to be performed through the contract require equipment and/or facilities not currently possessed by your City/County/Agency?

Yes* ☐ No ☐

*If "Yes," please indicate the type of equipment and/or facilities required and not possessed to perform the work.

9. Is it more cost effective to provide these services via a contract rather than with in-house staff and equipment?

Yes* ☐ No ☐

*If "Yes," please attach a thorough comparison between "in-house costs" and "contract costs" to support your assertion.

Form completed by (name): _____ Title: _____

Email: _____ Phone: _____

Jurisdiction (City/County/Agency): _____ Appointing Authority Signature: _____

Revised 5/5/2020

Resolution

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute an agreement between Jefferson County, Alabama and the Alabama Department of Commerce, Workforce Development Division for the Education Stabilization Fund – Reimagine Workforce Preparation Grant of \$557,137.41.

JEFFERSON COUNTY
CONTRACT COVER SHEET

Originating Department:	Department of Community Services and Workforce Development		BID:No	
Department Contact	Frederick Hamilton,		Phone Number:	
Contract Info#: 7161	Contract Name/ID: Royal Divintiy CARES Act (ADECA CDCV19-05W-CW-RD)/7161		Amount: \$466,560.00	
Date Start: 05/6/21	Contract Type: Expenditure			
Date End: 09/30/23				
CANCELLATION TERMS:	30 Days cancellation clause			
Funding Sources	Org Code: 25202000	Object: 520070	Grant Number:	
For Expenditures:	Original Budget: \$1,036,800.00	Current Remaining: \$1,036,800.00	After Execution: \$570,240.00	
Contractor:	Royal Divinity			
Remittance Address:	4121 7 th Avenue, Birmingham, AL 35224			
Taxpayer ID#	N/A		Vendor ID# N/A	
Dept Contact Person:	Nathan Salter	Email: saltern@jccal.org	Phone:	205-325-5761
Contractor Contact Person:	Charles Davis	Email: rwotrainer@yahoo.com	Phone:	205-902-8739
Contract Description:	Resolution authorizing the Commission President to execute an ADECA CDBG Public Service agreement with Royal Divinity, Inc. for emergency food assistance (ADECA CDCV19-05W-CW-RD), amount of the agreement will not exceed \$466,5600 and the funds will come from the ADECA CDBG-CV grant.			
BID/RFP Number (if item/service was not bid, give detailed explanation)	N/A			
Payment Terms:	Per contract terms.			

Resolution

WHEREAS, the grant assistance received is \$1,420,367.00 for the Alabama Department of Economic and Community Affairs (ADECA) Community Development Block Grant (CDBG) CARES Act (CV) Program; and

WHEREAS, these funds will be utilized to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons; and

WHEREAS, these funds will be utilized to prevent, respond to, and prepare for the COVID-19;

NOW, THEREFORE, BE IT RESOLVED by the County Commission that the President is authorized, directed and empowered to execute the contract agreement between Jefferson County, Alabama and Royal Divinity, Inc. for emergency food assistance (ADECA CDCV19-05W-CW-RD). The amount of the agreement will not exceed Four Hundred and Sixty-Six Thousand Five Hundred and Sixty and 00/100 Dollars (\$566,560.00). The funds will come from the ADECA CDBG-CV grant.

ADOPTED:

County Manager Tony Petelos,

The attached resolution authorizing the Commission President to execute an ADECA CDBG Public Service agreement with Royal Divinity, Inc. for emergency food assistance (ADECA CDCV19-05W-CW-RD), amount of the agreement will not exceed \$466,5600 and the funds will come from the ADECA CDBG-CV grant.

Resolution

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ADOPTED:

Resolution authorizing the Commission President to execute an ADECA CDBG Public Service agreement with Royal Divinity, Inc. for emergency food assistance (ADECA CDCV19-05W-CW-RD), amount of the agreement will not exceed \$466,5600 and the funds will come from the ADECA CDBG-CV grant.



Personnel Board of Jefferson County
The foundation of your Merit System Career

Independent Contractor Submission Form (ICSF)

Pursuant to Rule 11.4 of the Rules and Regulations of the Personnel Board of Jefferson County, appropriate documentation and a copy of the contract must be provided with the submission of this form. If sufficient information is not received, the Board may request additional documentation, return the contract or recommend denial of the contract. Submission of this form simply allows the Board to begin the Independent Contractor Review process and does not imply that information is all inclusive or that a contract will be approved. Questions should be directed to classandcomp@pbjcal.org. **NOTE:** If a contract is, in accordance with Policy 2015-002 of the Personnel Board, related to the construction of viaducts, bridges, streets, sewers, canals, public building or public utilities, then the contract is exempt from Personnel Board review.

Requesting Department: _____ Contractor's Name: _____
 Contract Amount: _____ Contract Term (in years): _____
 Contract Start Date: Following Commission/Council Approval ☐ OR, the Actual Date: _____
 Is this a new contract, a renewal, or an amendment? New ☐ Renewal ☐ Amendment ☐
 If this is a new contract, how many options to renew are included? 1 ☐ 2 ☐ 3 ☐ Other ☐
 If this is a renewal, on what date was the original contract approved by the Personnel Board? _____
 If this is a renewal, OR, if a contract has been executed with this contractor in the past,
 what was the termination date of the contract or last renewal? _____

NATURE OF THE CONTRACT

1. In "layman's terms" please provide a brief summary of the contract and the services to be performed. Please include the purpose of the contract, why an independent contractor is needed, and any helpful background information.

RATIONALE AND SUPPORTING INFORMATION

2. Does this contract contain a staffing component? Yes ☐ *No ☐
 *If the contract does not include a staffing component (for example, the contract is to purchase software, and Merit System employees will install the software), then submission of the contract to the Personnel Board for review is not necessary.
3. Does the staffing component of this contract overlap with work performed by any Merit System job classification(s)?
☐ Yes, but there are extenuating circumstances that must be considered (please describe them below):
☐ No (please clarify below how they are different):

4. Please indicate whether the staffing component of the work in this contract is:
 Please note this does not refer to the term of the contract, but to the nature of the work being performed through the contract.

- ☐ Continuous (the work to be performed is expected to continue indefinitely).
☐ Temporary* (the work to be performed is temporary in nature has a defined start and end date).

*If "Temporary," please indicate the start and end dates and explain the temporary nature of the work:

5. Regardless of whether the work to be contracted is continuous or temporary, please indicate whether the work is:
- ☐ Consistently performed (regardless of the amount of time needed to perform the work, the work must be performed on a reasonably regular basis).
- ☐ Sporadically performed* (the work is performed on an irregular, intermittent or limited basis as needed).
- *If "Sporadically performed," please describe the sporadic nature of the work:

-
6. The work/service to be performed under this contract: (indicate most appropriate response)

- ☐ Has not been performed prior to the establishment of this contract.
- ☐ Has been performed previously through other contracts.
- ☐ Has been performed previously by Merit System employees.

7. Is this type of work customarily given by public sector agencies to independent contractors?

Yes* ☐ No ☐

*If "Yes," please provide the names of other public sector agencies that contract similar services.

-
8. Does the work to be performed through the contract require equipment and/or facilities not currently possessed by your City/County/Agency?

Yes* ☐ No ☐

*If "Yes," please indicate the type of equipment and/or facilities required and not possessed to perform the work.

-
9. Is it more cost effective to provide these services via a contract rather than with in-house staff and equipment?

Yes* ☐ No ☐

*If "Yes," please attach a thorough comparison between "in-house costs" and "contract costs" to support your assertion.

Form completed by (name): _____ Title: _____

Email: _____ Phone: _____

Jurisdiction (City/County/Agency): _____ Appointing Authority Signature: _____

Revised 5/5/2020

State of Alabama)
Jefferson County)

**ADECA CDBG-CV PUBLIC SERVICE AGREEMENT
ADECA CDCV19-05W-CW-RD**

This Agreement is made and entered into effective the date of approval by the Jefferson County Commission, by and between Jefferson County, Alabama, which will be represented by the Jefferson County Office of Community Services and Workforce Development and hereinafter called the "COUNTY" and, Royal Divinity, hereinafter referred to as "SUB-RECIPIENT" in an amount not to exceed \$466,560.00 of which will be allocated to the following categories: Equipment Rental-\$14,550.51, Food Purchases-\$359,251.20, Staff Salaries and Fringe-\$88,746.53, Utilities-\$2,036.74, and Fuel-\$1,975.02, which shall terminate on or before the 30th day of September 30, 2023, unless amended by written instrument as provided for herein.

WHEREAS, Part 570 of Title I of the Housing and Community Development Act of 1974 as amended (Public Law 93-383) provides for the making of grants by the Secretary of Housing and Urban Development to eligible units of local government to assist them in community development activities; and

WHEREAS, Jefferson County, Alabama has applied for and has been designated as a recipient of CDBG-CV grant for the purpose of preventing, preparing for, and responding to the coronavirus pandemic; and

WHEREAS, said Community Development Block Grant, hereinafter referred to as "CDBG-CV" does allow for the provision of public services pursuant to 24 CFR 570.201(e) of the CDBG regulations; and

NOW, THEREFORE, and in consideration of the mutual benefit herein provided for and expressed, the COUNTY and the SUB-RECIPIENT do hereby agree as follows:

I. STATEMENT OF WORK. Royal Divinity is a nonprofit organization located in Birmingham, AL serving Jefferson County.

Funds for the rental of refrigerated trucks and pallets jacks not to exceed \$14,550.51; Food Purchases not to exceed \$359,251.20; Staff Salaries and Fringe not to exceed \$88,746.53 including Drivers, Warehouse Workers, Case Managers, Warehouse Managers, Office Administrators, Clerical Team, and Dispatch; Utilities not to exceed \$2,036.74; and Fuel not to exceed \$1,975.02 will be utilized to provide emergency food to eligible households. Eligible households must be documented as living within the Jefferson County (excluding Bessemer, Birmingham) and must be documented as being Low- and Moderate- Income.

The SUB-RECIPIENT shall be responsible for determining the eligibility of individuals participating as beneficiaries of CDBG-CV assisted activities or services contained herein, and shall apply the CDBG-CV/HUD Eligibility Guidelines, as developed by the U.S. Department of Housing and Urban Development.

SUB-RECIPIENT certifies that the activities carried out under this Agreement will meet the CDBG-CV National Objective of benefiting low and moderate income persons. Documentation of the number of persons served shall be included in the SUB-RECIPIENT'S monthly progress report.

SUB-RECIPIENT certifies that the activities carried out under this Agreement will not result in a duplication of benefits. Upon identification of a duplication of benefit, the SUB-RECIPIENT shall immediately refund to the County all duplicated amounts paid by the County pursuant to this Agreement.

II. COMPENSATION.

The total compensation to be paid to the SUB-RECIPIENT shall not exceed \$466,560.00. Reimbursement will be provided for the following:

Equipment Rental	\$14,550.51
Food Purchase	\$359,251.20
Staff Salaries and Fringe	\$88,746.53
Utilities	\$2,036.74
Fuel	\$1,975.02
Total:	\$466,560.00

All funds disbursed by the COUNTY to the SUB-RECIPIENT pursuant to the terms of this agreement shall be on a reimbursement basis. The SUB-RECIPIENT may submit requests for reimbursement at any time for review and approval by the COUNTY for eligible expenses incurred within the agreement period. All requests for reimbursement shall be submitted with supporting documentation such as invoices, receipts, bills, method of calculating charges and other documentation needed to support the reimbursement request. Supportive documentation shall be submitted together with three requests for reimbursement forms in the format as required by the COUNTY. Each request for reimbursement form must have an original signature. Reimbursement shall be payable upon receipt pending the review and approval by the Jefferson County Office of Community Services and Workforce Development.

Any changes in the above listed budget items must be approved in writing by the COUNTY in advance of expenditure of funds by the SUB-RECIPIENT. No work performed pursuant to this Agreement shall be contracted to any other person,

organization, consultant, or corporation without prior written approval by the COUNTY.

Operation expenditures such as equipment purchases shall be limited to purchases that are less than \$1,000 unless approved by the COUNTY.

At least 20% of funds must be expended by June 30, 2021 and 80% of funds must be expended by December 31, 2021. If the SUB-RECIPIENT is unable to expend 20% and 80% of their funds by the respective deadlines the remaining funds can be withdrawn by the County with written notification.

All funds must be expended before September 30, 2023. If the SUB-RECIPIENT will not be able to expend all funds prior to June 30, 2023, the SUB-RECIPIENT must request an extension of time in writing prior to May 31, 2023. After May 31, 2023, no requests will be accepted. The final request of reimbursement must be submitted within forty-five (45) days after the expiration or termination of the agreement.

III. RECORDS AND REPORTS.

- A. Monitoring and Evaluation- The SUB-RECIPIENT shall work under the direction of the COUNTY'S Community Services and Workforce Development Department, which will monitor and evaluate the performance of this agreement. The SUB-RECIPIENT agrees to comply with monitoring requirements under 2 CFR 200.331. The Director of Community Services and Workforce Development will represent Jefferson County in all instances involving this agreement.
- B. The SUB-RECIPIENT shall submit a monthly report outlining all activities undertaken pursuant to this agreement to the Grants Administrator of the Department of Community Services and Workforce Development. All monthly reports shall be in a format specified by the COUNTY. All monthly reports shall include, but will not be limited to:
 - a) A report reflecting the name of any funded personnel.
 - b) The composition of the personnel, including their age, sex, and race.
 - c) Include the personnel's position.
 - d) The number of days worked.
 - e) A narrative description of assistance provided in addition to the aforementioned data which includes a statement regarding the progress made toward meeting performance goals.
 - f) Attachment A.
- C. The SUB-RECIPIENT shall provide, or cause to be provided, that all activities are conducted in a positive and nurturing environment. The SUB-RECIPIENT shall provide, on a monthly basis, information indicating the progress of the

program. All monthly reports shall be submitted by the 15th day of the month following the month being reported. Failure to submit these reports may result in the loss of funds.

- D. The SUB-RECIPIENT shall maintain detailed records of all persons served pursuant to this agreement. Specifically, the Representatives of the COUNTY, U.S. Department of Housing and Urban Development (HUD), or their designees may examine any records of information accumulated pursuant to this agreement. All confidential information shall be treated as such by all aforementioned COUNTY or HUD representatives or designees. All detailed records of all persons served pursuant to this agreement shall include, but not be limited to:

- a. Eligibility Determination
 - i. Jefferson County Consortium Eligibility
 - ii. Low- Moderate-Income Eligibility

- E. All hard copy records pertaining to this grant shall be retained for 3 years after completion.

F. PROGRAM INCOME.

- a) Recording Program Income. The receipt and expenditure program income as defined in 24 CFR Sec. 570.504 (c) shall be recorded as part of the financial transactions of the grant program.
- b) Disposition of program income received by SUB-RECIPIENT. All program income received by the SUB-RECIPIENT shall be returned to the COUNTY at the time the program income is received. In no event shall the SUB-RECIPIENT retain Program Income without written approval from the COUNTY.
- c) The COUNTY may, in its sole direction, allocate program income to the SUB-RECIPIENT. In the event Program Income is allocated to the SUB-RECIPIENT, only those activities expressly authorized in this agreement shall be undertaken with said program income.
- d) Any Program income allocated to the SUB-RECIPIENT by the COUNTY shall be paid over and above the total compensation authorized in Section IV of this agreement.

- V. **REVERSION OF ASSETS.** Upon the expiration, termination or completion of this agreement, the SUB-RECIPIENT shall transfer to the COUNTY any CDBG-CV funds on hand at the time of termination and any accounts receivable attributable to the use of CDBG-CV funds.

If the SUB-RECIPIENT ceases to use any asset acquired with CDBG-CV funds for the purposes described in this agreement, the SUB-RECIPIENT shall either pay to the COUNTY the Fair Market Value of the asset or transfer control of the asset to the recipient. This shall expire at midnight on December 31, 2025.

VI. OMB CIRCULARS. The SUB-RECIPIENT shall comply with the following OMB Circulars, as applicable: (a) "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally recognized Indian Tribal Governments," OMB Circular A-128, "Audits of State and Local Governments" (Implemented at 24 CFR Part 44), and with all applicable portions relating to "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;" (b) Records demonstrating compliance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200.

VII. ANTIDISCRIMINATION AND EQUAL OPPORTUNITY.

- A. No person shall, on the ground of race, color, sex, age, religion, national origin, disability or veteran status, be excluded from participation in, be denied the benefits of or be otherwise subject to discrimination under any program or activity made possible by or resulting from this agreement.
- B. The SUB-RECIPIENT hereby agrees that, in its employment practices and service rendered, it does not and shall not discriminate based on an individual's race, color, sex, age religion, national origin, disability or veteran status. The SUB-RECIPIENT also agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive order 11375, and supplemented in Department of Labor regulations (24 CFR, Part 60).

ADMINISTRATIVE ORDER OF THE JEFFERSON COUNTY COMMISSION
08-4

PURSUANT to the authority vested in the Jefferson County Commission by law, the following Administrative Order is hereby issued:

PURPOSE

To give notice to potential contractors that Jefferson County is an equal opportunity employer in accordance with Title VII, Civil Rights Act of 1964, 42 U.S.C. §§ 1981, 1983, 1986 and amendments, and it is the policy of Jefferson County to require contractors, vendors and suppliers (hereinafter "Contractor") providing goods and services to the County to afford equal opportunity for employment to all individuals regardless of race, color, sex, age, religion, national origin, disability or veteran status.

I. PROCEDURE

The clause set forth below which requires Contractor compliance with federal law shall be incorporated in each bid or offer to do business with the County and in all contracts and subcontracts with the County as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status pursuant to the provisions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 1981, 1983, 1986 and all amendments thereto relative to discriminatory employment practices. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. In the event of the Contractor's non-compliance with the equal employment opportunity clause of this contract, this contract may not be awarded or may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further County contracts.
3. The Contractor will include the provisions of paragraph (1) in every subcontract or purchase order.
4. The Contractor shall certify to the County its compliance with this policy prior to receipt of any contract or business with the County.

JEFFERSON COUNTY, ALABAMA
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION FORM

Contractor/Vendor Name: Royal Divinity

Address: 4121 7th Avenue

Birmingham, Alabama 35224

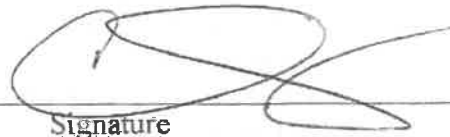
The Contractor acknowledges receipt of Jefferson County's Equal Employment Opportunity Contractor Compliance Administrative Order (attached hereto) and certifies that it is an equal opportunity employer and agrees to the requirements of the Policy and the Equal Employment Opportunity Clause therein. It further certifies that it will require all subcontractors to execute an Equal Employment Opportunity statement and certification of compliance.

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex national origin, age, disability or veteran status. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The Contractor will furnish to the County, upon request, reports, notices, policies and/or information certifying compliance with this policy.

In the event of the Contractor's non-compliance with the equal employment opportunity clause of this contract, this contract may not be awarded or may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further County contracts.

4-7-2021
 Date


 Signature

Executive Director
 Title

VIII. OTHER PROGRAM REQUIREMENTS. The SUB-RECIPIENT shall comply with all Federal laws and regulations, as applicable, governing the allocation and expenditure of CDBG-CV funds and shall comply with all rules and regulations established by the recipient governing the administration of this agreement.

A. Independent Contractor

The SUB-RECIPIENT acknowledges and understands that the performance of this contract is as an independent contractor and as such, the SUB-RECIPIENT is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this Agreement.

B. Miscellaneous Requirements

Upon Execution of this Agreement, the SUB-RECIPIENT shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.

C. Governing Law

To the extent federal law does not apply, this Agreement shall be constructed in accordance with and governed by the laws of the State of Alabama.

D. Insurance

SUB-RECIPIENT will maintain such insurance as will protect him and the County from claims under Worker's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this Agreement. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date.

E. County Funds Paid

SUB-RECIPIENT and the SUB-RECIPIENT representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant 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 or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the contractor nor 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 County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as

expressively set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as 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 SUB-RECIPIENT shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

F. Conflicts of Interest

During the term of this agreement, SUB-RECIPIENT agrees not to represent any party with respect to any matter pending before the County without disclosing the nature of such representation, the amount and basis of any fees to be charged with respect thereto, and receiving the written consent of the County to such representation as evidenced by an amendment to this agreement approved by the Commission.

G. Religious Activities

SUB-RECIPIENT may not use funds to support inherently religious activities, such as worship, religious instruction, or proselytization. If SUB-RECIPIENT engages in these activities, the activities must be offered separately, in time or location, from the programs or services directly funded with CDBG-CV assistance, and participation must be voluntary for the beneficiaries of the CDBG-CV-funded program or service.

Faith-based organizations may use space in their facilities to provide CDBG-CV-funded services, without removing religious art, icons, sculptures, or other religious symbols. In addition, a faith-based organization may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization mission statements and other governing documents. Faith-based organizations that participate in a CDBG-CV-sponsored program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

Faith-based organizations cannot use CDBG-CV funds for the acquisition, construction, or rehabilitation of structures to the extent those structures are used for inherently religious activities. However, CDBG-CV funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under the specific CDBG-CV program. In the event a structure is used for both eligible and inherent religious activities, CDBG-

CV funds may not exceed the cost of the portion of the acquisition, construction, or rehabilitation that is attributable to eligible activities.

H. Procurement

SUB-RECIPIENT shall procure all supplies, equipment, property, services, and construction necessary for implementation of its activities. Procurement shall be carried out in accordance with 2 CFR 200.320-200.326, the SUB-RECIPIENT's own procurement requirements and all provisions of CDBG-CV regulations governing procurement.

I. Property Controls

The SUB-RECIPIENT is to maintain a system for tracking property and other assets purchased with grant funds, and that the SUB-RECIPIENT has procedures for ensuring such property and assets are secure and used for authorized purposes only, as specified in 24 CFR 85.32 (d) and 24 CFR 84.34 (f).

J. Affirmatively Further Fair Housing

The SUB-RECIPIENT will affirmatively further fair housing.

K. Uniform Relocation Act and Anti-displacement and Relocation Plan

The SUB-RECIPIENT will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

L. Anti-Lobbying

To the best of the SUB-RECIPIENT's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying 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 subrecipients shall certify and disclose accordingly. Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

M. Section 3

The SUB-RECIPIENT will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

N. Activities Concerning Lead-Based Paint

The SUB-RECIPIENT will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

IX. SUB-RECIPIENT AUDIT. If the SUB-RECIPIENT receives more than \$750,000.00 in federal funds in a year, the SUB-RECIPIENT shall have a single or program-specific audit conducted for that year in accordance with 2 CFR 200.500. The SUB-RECIPIENT will be required to submit an audit report within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. The SUB-RECIPIENT agrees that any costs disallowed pursuant to subsequent audit(s), COUNTY, or HUD review will promptly be remitted to the COUNTY.

X. TIME OF PERFORMANCE. The time of performance shall be from the date of when this agreement was fully executed through September 30, 2023, unless amended by written instrument as provided for herein.

XI. LIABILITY. The SUB-RECIPIENT shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or on behalf of the COUNTY.

The SUB-RECIPIENT will save and hold harmless the COUNTY, its elected officials and employees against liability resulting from any act or omission by the SUB-RECIPIENT, its agents, servants, or employees related to services furnished by the SUB-RECIPIENT under this agreement.

XII. SUSPENSION AND TERMINATION. Termination of Agreement for

Cause – If through any cause, the SUB-RECIPIENT shall fail to fulfill in timely and proper manner his obligations under this Agreement or if the SUB-RECIPIENT shall violate any of the covenants, agreements, or stipulations of this Agreement, the COUNTY shall thereupon have the right to terminate or suspend this Agreement by giving written notice to the SUB-RECIPIENT of such termination or suspension and specifying the effective date thereof, at least thirty (30) days before such effective date.

Notwithstanding the above, the SUB-RECIPIENT shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Agreement by the SUB-RECIPIENT and the COUNTY may withhold any payments to the SUB-RECIPIENT for the purpose of set off until such time as the exact amount of damage due the COUNTY from the SUB-RECIPIENT is determined.

Termination for Convenience – Upon seven days written notice to the SUB-RECIPIENT, COUNTY may, without cause and without prejudice to any other right or remedy of COUNTY, elect to terminate this Agreement. In such case, SUB-RECIPIENT shall be paid (without duplication of any items):

For completed and acceptable work executed in accordance with this Agreement prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such work;

For expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Agreement in connection with uncompleted work, plus fair and reasonable sums of overhead and profit on such expenses; and for reasonable expenses directly attributable to termination.

SUB-RECIPIENT shall not be paid on account of loss of anticipated profits or revenue other economic loss arising out of or resulting from such termination.

XIII. INFLUENCE ON GRANT AWARDS. To the best of the SUB-RECIPIENT'S knowledge and belief:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the SUB-RECIPIENT, 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 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;

If any funds other than Federal appropriated funds have been 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, it will complete and submit Standard Form- LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

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 subrecipients shall certify and disclose accordingly.

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

- XIV. AMENDMENT OF AGREEMENT.** This Agreement contains the entire understanding of the parties, and no change of any term or provision of the Agreement shall be valid or binding unless so amended by written instrument which has been executed or approved by the recipient. Any such amendment shall be attached to and made a part of this agreement.
- XV. ACKNOWLEDGEMENT OF SUPPORT.** The SUB-RECIPIENT shall, in any publication, or media presentation regarding this project, provide the following statement: "This project was supported, in part, by funds awarded through the Community Development Block Grant Program, Jefferson County, Alabama."
- XVI. DISPUTES.** Any dispute regarding the interpretation of the terms of this Agreement shall be decided by the COUNTY. The COUNTY's decision shall be final and binding.
- XVII. COPYRIGHTS AND DISCOVERIES.**
- (a) If this agreement results in a book or other copyrightable materials, the author is free to copyright the work, but the federal grantor and the commission reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use and authorized the use of all copyrighted material and all material which can be copyrighted resulting from the agreement.
 - (b) Any discovery or invention arising out of or developed in the course of work aided by the agreement shall be promptly and fully reported to the commission and if applicable, to the administrator of the federal grantor agency for determination as to whether patent protection on such invention or discovery including right under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

- (c) The SUB-RECIPIENT shall know and follow the mandatory standards and policies relating to energy efficiency which are contained in the State of Alabama's Energy Conservation Plan and Conservation Act (Pub.L.94-163).

XVIII CONFLICT OF INTEREST.

(a) Applicability. (1) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200, shall apply. (2) In all cases not governed by 2 CFR 200, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to Sec. 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to Sec. 570.203, 570.204, 570.455, or 570.703(i)).

(b) Conflicts prohibited. The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG-CV activities assisted under this part, or who are in a position to participate in a decisionmaking process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-CV-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-CV-assisted activity, or with respect to the proceeds of the CDBG-CV-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

(c) Persons covered. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of sub-recipients that are receiving funds under this part.

(d) Exceptions. Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

(1) Threshold requirements. HUD will consider an exception only after the recipient has provided the following documentation:

- (i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
- (ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(2) Factors to be considered for exceptions. In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effect of the following factors, as applicable:

- (i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- (ii) Whether an opportunity was provided for open competitive bidding or negotiation;
- (iii) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
- (iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decisionmaking process with respect to the specific assisted activity in question;
- (v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section.
- (vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
- (vii) Any other relevant considerations.

VIX. COMPLIANCE WITH FEDERAL REGULATION

SUB-RECIPIENT agrees to comply with applicable uniform requirements, as described in 24 CFR 570.502. The SUB-RECIPIENT shall carry out each activity in compliance with all Federal laws and regulations; except that (1) SUB-RECIPIENT does not assume the GRANTEE's environmental responsibilities

under 24 CFR 570.604; and (2) SUB-RECIPIENT does not assume GRANTEE'S responsibility for initiating the review process under the provisions of 24 CFR 52.

VX. ENVIRONMENTAL ISSUES

Activities under this part are subject to environmental review by HUD under 24 CFR part 58. The COUNTY shall supply all available, relevant information necessary to perform for each property any environmental review required by 24 CFR part 58. The COUNTY also shall carry out mitigating measures required by HUD or select alternate eligible property. HUD may eliminate from consideration any application that would require an Environmental Impact Statement (EIS).

VXI. STATEMENT OF COMPLIANCE WITH ALABAMA CODE 31-13-9,

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.

IN WITNESS WHEREOF, the parties hereto have executed the above Agreement on the day and year first written above.

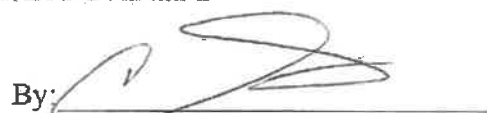
JEFFERSON COUNTY, ALABAMA

By: _____
(Witness)

By: _____
James A. Stephens, President
Jefferson County Commission

ROYAL DIVINITY

By: 
(Witness) Pamela Cawan

By: 
Charles Davis

Title Executive Director
DUNS # 795703896
TAX ID # 20-8302906
SAMS Registration Exp Date 2021-11-19

ATTACHMENT - A

JEFFERSON COUNTY COMMUNITY DEVELOPMENT

CDBG-CV PUBLIC SERVICE GRANT PROGRAM

Monthly Reports

Agency Name:

Grant Number:

Month of Activity:

CITIZENS SERVED

Name of the Person Served (Number in Household)	Age	Gender	Race/ Ethnicity	Address	Months of Service	Total Emergency Payments

.fl

Calculated Data for the Month of Activity

Number of Persons Served during the month reported _____
 Number of New Persons Served during the month reported _____
 Average Number Served Daily _____

Race/Ethnicity of persons served for the month reported:

	# Total	# Hispanic
White:	_____	_____
Black/African American:	_____	_____
Asian:	_____	_____
American Indian/Alaskan Native	_____	_____
Native Hawaiian/Other Pacific Islander	_____	_____
American Indian/Alaskan Native & White:	_____	_____
Asian & White	_____	_____
Black/African American & White:	_____	_____
Am. Indian/Alaskan Native & Black/African Am.:	_____	_____
Other Multi-Racial:	_____	_____
Total:	_____	_____

Total Beneficiaries: _____

Total Low/Mod Beneficiaries: _____

Percentage of Low/Mod Beneficiaries: _____

Total Low Income Beneficiaries: _____

Total Extremely Low Income Beneficiaries: _____

Total Emergency Payments (\$): _____

Total Rent Payments (\$): _____

Total Utility Payments (\$): _____

RESOLUTION

WHEREAS, the U.S. Department of Commerce's (DOC) Economic Development Administration (EDA) requires all recipients of EDA Revolving Loan Fund (RLF) funding prepare a Five-Year Revolving Loan Fund Plan that in order to maintain grant funds; and

WHEREAS, the Jefferson County Commission finds that said grant funds are vitally needed for providing revolving loan funds to create and retain jobs within Jefferson County; and

WHEREAS, The Jefferson County Department of Community Services & Workforce Development has developed a Revolving Loan Fund Plan that has been approved by EDA and the Jefferson County Commission;

WHEREAS, the Revolving Loan Fund Plan that has been approved by EDA and the Jefferson County Commission requires a Loan Administration Board to be approved by the Jefferson County Commission;

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission of Jefferson County, Alabama, approves the renewal of Stephanie Floyd-Bester to Position 1 and Kim Carter to Position 2 of the Jefferson County EDA Revolving Loan Fund Loan Administration Board.

ADOPTED:

Mr. Tony Petelos:

Attached is the resolution to approve Stephanie Floyd-Bester to Position 1 and Kim Carter to Position 2 of the Jefferson County EDA Revolving Loan Fund Loan Administration Board.

RESOLUTION

WHEREAS, the U.S. Department of Commerce's (DOC) Economic Development Administration (EDA) requires all recipients of EDA Revolving Loan Fund (RLF) funding prepare a Five-Year Revolving Loan Fund Plan that in order to maintain grant funds; and

WHEREAS, the Jefferson County Commission finds that said grant funds are vitally needed for providing revolving loan funds to create and retain jobs within Jefferson County; and

WHEREAS, The Jefferson County Department of Community Services & Workforce Development has developed a Revolving Loan Fund Plan that has been approved by EDA and the Jefferson County Commission;

WHEREAS, the Revolving Loan Fund Plan that has been approved by EDA and the Jefferson County Commission requires a Loan Administration Board to be approved by the Jefferson County Commission;

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission of Jefferson County, Alabama, approves the renewal of Stephanie Floyd-Bester to Position 1 and Kim Carter to Position 2 of the Jefferson County EDA Revolving Loan Fund Loan Administration Board.

ADOPTED:

Office of Community Services & Workforce Development

Resolution to approve the following positions for the Jefferson County EDA Revolving Loan Fund Loan Administration Board;

Stephanie Floyd-Bester to Position 1

Kim Carter to Position 2

KIM CARTER EVANS, M.B.A.

4490 Falls Avenue, Powder Springs, GA 30127

Business cell (504) 233.2264 • Personal Cell (504) 920.6588

kcarterevans@gmail.com

Professional Profile: www.linkedin.com/in/kimcarterevansmba

CAREER PROFILE

15 + years in business development, marketing, communications, investor relations & public affairs. Results oriented business developer skilled in cultivating long-term client and strategic relationships with proven records in growth, sustainability and profitability. Strategic planner accomplished in recognizing and capitalizing on the underlying motivations of prospective clients. Visionary with strong business ethics. Educational background: Bachelor of Arts in Mass Communication with a specialization in Public Relations, and minor in political science, Master of Business Administration (MBA).

CORE COMPETENCIES

**Business & Economic Development
Entrepreneurship**

**Corporate Communications
Government/Public Affairs**

**Organizational Change Management
Disaster Recovery Project Management**

EXPERIENCE

Vice President

Managing Director

TRUFUND FINANCIAL

6/2019 – Present

AL

- Develop and communicate business strategies to local staff and stakeholders, and ensure alignment with corporate mission, vision and strategic direction.
- Actively represent the organization to key local stakeholders identifying and developing strategic partnerships
- Ensure compliance with all legal and contractual requirements and support the process of conducting financial and operational audits of business activities.
- Ensure that market staff adheres to technical assistance tracking and reporting guidelines; may require utilizing separate program-specific tracking systems.
- Define and develop staff member roles, goals and responsibilities; formally assess staff performance on a regular basis; create an ideal staffing structure and work environment; select coach, and retain qualified staff; provide access to training and development opportunities where needed.
- Participate in corporate strategic planning sessions and regular senior management meetings.
- Manage the design and execution of new and existing TruFund programs, including key components, such as pipeline development, marketing, implementation etc.
- Apply industry best practices and ensure adherence to documented standard operating procedures

Vice President

National Director of Corporate Communications

TRUFUND FINANCIAL

7/2016 - Present

NY – AL – LA

- Develops and implements integrated strategic Corporate Communications plans to advance TruFund's brand identity and brand value; broaden awareness of its programs and priorities; and increase the visibility of its programs across key stakeholder audiences

- Creates marketing, advertisement, social media, investor relations and public relations strategy that will allow TruFund Financial Services' leadership to cultivate and enhance meaningful relationships with targeted, high-level external audiences, including the media, investors and key influencers
- Identifies challenges and emerging issues faced by the organization. Work with leadership team and staff to recognize internal and external communications opportunities and solutions, and define and execute appropriate strategies to support them
- Oversees development of all TruFund Financial Services' print communications including the annual report, marketing collateral materials and electronic communications including TruFund's website and new media; manage relationships with associated vendors
- Acts as primary point of contact with media outlets, proactively pitching stories, responding to incoming media inquiries, developing media relationships and acting as a spokesperson for TruFund
- Oversees the day-to-day activities of the Corporate Communications function including communications budgeting, planning and staff development

Manager

Business Services and Program Development

7/2015 – 7/2016

TRUFUND FINANCIAL

New Orleans, LA

- Researched and developed technical assistance (TA) and business services grant applications and proposals. To date has secured over \$10 million in TA funding for TruFund, Inc; a community development financial institution (CDFI)/non-profit organization which represented 100% of regional resource development goals.
- Developed comprehensive strategy for cultivation and solicitation of funding prospects, with emphasis on generating multi-year foundation and/or government grant support.
- Built and ensured a robust pipeline for future foundation and/or government grant support.
- Developed compelling proposals, reports, letters including extensive written documents and presentations for strategic development of grant budgets
- Developed programmatic components to support the organization's strategic goals
- Contributed to and aggressively implemented strategic plan to meet or exceed personal and organization resource development goals
- Managed Louisiana business development and technical assistance programs statewide
- Provided management and oversight to TruFund business services center staff
- Identified new opportunities for national foundation/government grant support through proactive prospecting and cultivate and solicit increased support from current funders.

Technical Assistance Coordinator

1/2012 – 7/2015

TRUFUND FINANCIAL

New Orleans, LA

- Implemented analyses of complex businesses systems, procedures and operations
- Performed analysis of financial statements to insure fiscal stability of companies and develop solutions to increase profitability and reduce cost.
- Performs assessments of businesses strengths, weakness, threats, and opportunities (SWOT)
- Documented management through Salesforce and Microsoft Office Suite (Microsoft Access and Microsoft Excel)
- Developed and administered implementation of strategy and improved systems, procedures and operations
- Instructor of entrepreneurship, focus areas: business feasibility, finance, marketing, business operations & business planning
- Developed and executed all training, and technical assistance

Associate Business Development Consultant

8/2007 – 10/2011

UEPGC - KAUFFMAN FOUNDATION

Baton Rouge, LA

- Served as a liaison between area businesses and government agencies to include Mayors office and City Council
- Implement analyses of complex businesses systems, procedures and operations
- Performed analysis of financial statements to insure fiscal stability of companies and develop solutions to increase profitability and reduce cost.
- Performed assessments of businesses strengths, weakness, threats, and opportunities (SWOT)
- Document management through Biz-Trakker and Microsoft Office Suite (Microsoft Access and Microsoft Excel)

- Develop and administer implementation of strategy and improved systems, procedures and operations through a Personal Development Plan
- Instructor of entrepreneurship, focus areas: business feasibility, finance, marketing, business operations & business planning

Business Development Officer

09/2006 – 03/2007

STATE OF LA ECONOMIC DEVELOPMENT

Baton Rouge, LA

- Administrator Community Development Block Grant Funding (CDBG) through technical assistance programs
- Specialized in entrepreneurial and small business development.
- Facilitated the launch of the Louisiana Contractor Accreditation Institute
- Developed the Youth Entrepreneurship Program in conjunction with East Feliciana Parish
- Served as state contract administrator for SEBD (Small & Emerging Business Development Program) in Shreveport, Alexandria and New Orleans
- Served as liaison between city, state and federal government elected and appointed officials throughout Louisiana

Project Director

01/2006 – 09/2006

LA MINORITY BUSINESS ENTERPRISE CENTER

New Orleans, LA & Baton Rouge, LA

- Directed and Managed Post Hurricane Katrina business development effort through the US Department of Commerce, Minority Business Development Agency
- Developed and assisted over 2,000 businesses, resulting in over \$18 million in procurement
- Developed and administered neighborhood and community re-development policies
- Developed and implemented analytical assessment instruments used to measure and quantify the capacity of Louisiana-based construction contractors.
- Facilitated meetings between Louisiana based minority contractors and federal, state, and local government agencies.
- Provided hands-on technical assistance in order to build the capacity of Louisiana-based contractors in four areas: Marketing & Business Development; Financial Management Assistance; Construction Management; and Bonding, Insurance, and Workers Compensation.
- Coordinated and secured financial resources to finance contracting and development activities in Louisiana.
- Assisted in reconstructing business records, such as tax, accounting, inventory, and payroll records

Business & Economic Development Specialist

11/2002 – 10/2005

CITY OF NEW ORLEANS/ MAYOR'S OFFICE OF ECONOMIC DEVELOPMENT
BUSINESS RETENTION & EXPANSION DIVISION

New Orleans, LA

- Managed local businesses through all areas of expansion projects, to include obtaining tax increment financing (TIF), through state and federal tax incentives, exploring relocation to Economic Development Districts and Brownfield Districts
- Liaison between City Government and Chambers and other business organizations around the city
- Facilitated the scheduling of Mayor's monthly business development visits
- Responsible for orchestrating several business symposiums in various areas of the city of New Orleans.
- Data and document management using Synchronist web-based data entry system
- Visited area businesses to insure compliance with city regulations
- Produced vital reports to the Mayor and City Council concerning business and economic climate
- Worked with over 1,200 businesses and economic engines individually, over 10,000 collectively

EDUCATION AND CERTIFICATION

M.B.A – Business Administration, International Business Communication University of Phoenix	2007
BA – Mass Communication, Specialization: Public Relations, Minor: Political Science, Xavier University of Louisiana	2001

Stephanie Floyd-Bester

A highly experienced professional within the financial servicing industry exhibiting strong diverse leadership skills and customer service skills necessary to effectively manage the daily operational structure while furthering corporate targets.

1917 11th Street NW
Birmingham, AL 35215
(205) 568-4250
sfoliver2@yahoo.com

EXPERIENCE

Regions Bank, Birmingham, AL — Branch Manager II

APRIL 2018 - PRESENT

- Maintaining an engaged, operational sound and high performing team dedicated to improving their financial wellness of the customers.
- Overseeing branch operations, directly managing associate performance, and providing guidance as needed to ensure the associates are helping the customers reach their financial goals.
- Manages recruiting and selection process for branch
- Conducts outside sales efforts commensurate with market opportunity to generate new business while also maintaining and expanding existing consumer and business relationships.

Regions Bank, Birmingham, AL — Branch Team Leader III

MAY 2008 - APRIL 2018

- Assist in day-to-day sales in operations of the branch.
- Develop branch and personal sales goals while assisting team members and achieving their goals.
- Supervise all branch sales and operations in absence of the branch manager.
- Monitor branch service quality levels and coaching team members to achieve appropriate levels.
- Assisting and ensuring branch compliance with all bank policies and procedures.

Regions Bank/AmSouth, Birmingham, AL — Branch Service Associate

NOVEMBER 2006 - MAY 2008

- Resolve customer problems either through direct actions, referrals to alternative branch or bank resources ensuring the appropriate line of business.
- Identify and maximize cross sales opportunities through adequate customer profiling.
- Consistently achieve applicable sales goals through selling appropriate banking products, service and referrals.
- Maintain active knowledge of banking products and services.

SKILLS

Excellent leadership, problem solving, communication, problem solving skills.

Ability to provide effective feedback and guidance.

Proficient in Microsoft Office, Internet navigation, and My Time.

Loan Officer and Notary and Mentor.

AWARDS

Teller Excellence Awards

Customer Service Awards

Check Goal Certificates

B3 Leadership

LANGUAGES

English

EDUCATION

Jefferson State University, Birmingham, AL

Business Administration Coursework

Grambling University, Grambling, LA

Business Administration Coursework

Charles B. Glenn High School, Birmingham, AL- Diploma

PROJECTS

Next Step — Financial Wellness

Teach and execute financial wellness

Usher Board/ Volunteer - Love Fellowship Christian Center

JEFFERSON COUNTY
CONTRACT COVER SHEET

Originating Department:	Department of Community Services and Workforce Development			BID:No	
Department Contact	Frederick Hamilton,		Phone Number:		
Contract Info#: 7191	Contract Name/ID: Alabama Department of Commerce- Modification 3/7191			Amount: \$4,682,605.00	
Date Start: 07/1/20	Contract Type: No Funds Required				
Date End: 06/30/22					
CANCELLATION TERMS:	30 days cancellation clause				
Funding Sources	Org Code: N/A	Object: N/A	Grant Number: N/A		
For Expenditures:	Original Budget: N/A	Current Remaining: N/A	After Execution: N/A		
Contractor:	Alabama Department of Commerce				
Remittance Address:	410 Adams Ave P.O. Box 304106 Montgomery, AL 36130				
Taxpayer ID#	N/A			Vendor ID# N/A	
Dept Contact Person:	Nigel Roberts	Email :	robertsn@jccal.org	Phone :	205-325-5761
Contractor Contact Person:	Kathryn Barry	Email :	N/A	Phone :	205-514-6019
Contract Description:	Resolution authorizing the Commission President to sign Modification 3 to the Workforce Innovation and Opportunity Act Grant 04-0. The amended grant agreement is \$4,682,605.00				
BID/RFP Number (if item/service was not bid, give detailed explanation)	N/A				
Payment Terms:	Per contract terms.				

RESOLUTION

WHEREAS, the Central Alabama Partnership for Training and Employment (CAPTE) has been designated as the administrator for the Workforce Innovation Opportunity Act Grant 04-0 funds; and,

WHEREAS, CAPTE was approved for grant assistance in the amount of \$4,448,110.00 on June 11, 2020 Minute book 174, Page 262; and

WHEREAS, CAPTE was approved for a modification to increase the amount of the grant from \$4,448,110.00 to \$4,670,208.00 on November 19, 2020 Minute book 174, Page 687; and

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to sign Modification No.3 of the Workforce Innovation and Opportunity Act Grant 94-0. The amendment adds to the previous grant award amount of \$4,670,208.00 by increasing the amount to \$4,682,605.00

ADOPTED:

RESOLUTION

WHEREAS, the Central Alabama Partnership for Training and Employment (CAPTE) has been designated as the administrator for the Workforce Innovation Opportunity Act Grant 04-0 funds; and,

WHEREAS, CAPTE was approved for grant assistance in the amount of \$4,448,110.00 on June 11, 2020 Minute book 174, Page 262; and

WHEREAS, CAPTE was approved for a modification to increase the amount of the grant from \$4,448,110.00 to \$4,670,208.00 on November 19, 2020 Minute book 174, Page 687; and

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to sign Modification No.3 of the Workforce Innovation and Opportunity Act Grant 94-0. The amendment adds to the previous grant award amount of \$4,670,208.00 by increasing the amount to \$4,682,605.00


ADOPTED:

Mr. Tony Petelos:

Attached is a resolution authorizing the Commission President to sign Modification 3 to the Workforce Innovation and Opportunity Act Grant 04-0. The amended grant agreement is \$4,682,605.00

**Alabama Department of Commerce
Workforce Innovation and Opportunity Act (WIOA)
Grant Agreement**

A. Plan No.: 04-0 Modification: 03		Effective Date: 07/01/20
B. Grant Recipient		
1. Name <u>Dr. Kristie Rankin</u>		
2. Organization <u>Central Alabama Partnership for Training</u>		
<u>and Employment</u>		
3. Address <u>716 Richard Arrington Jr. Blvd N, Ste A-430</u>		
4. City <u>Birmingham</u>		
5. Zip <u>35203</u>		
6. Contact <u>Keith Strother</u>		
7. Telephone <u>205.582.5261</u>		
8. E-Mail <u>strotherk@cccal.org</u>		
C. Administration Entity		
1. Name <u>Jefferson County Commission</u>		
2. Organization <u>Community Services and</u>		
<u>Workforce Development</u>		
3. Address <u>716 Richard Arrington Jr. Blvd N, Ste A-430</u>		
4. City <u>Birmingham</u>		
5. Zip <u>35203</u>		
6. Contact <u>Keith Strother</u>		
7. Telephone <u>205.582.5261</u>		
8. E-Mail <u>strotherk@cccal.org</u>		
D. Program/Fiscal Year Proposed Funding:		E. Grant Period
WIOA Funds <u>\$4,682,605.00</u>		Start: 07/01/20 End: 06/30/22
II. Assurances/Certifications beginning on Page 2 are part of this Grant Agreement Form		
III. LOCAL AREA SUBMISSION (Attach any comments on a separate sheet):		

Name/Title	Signature	Date
James A. Stephens, Commission President Grant Recipient		
Keith Strother Grant Recipient		04-15-21
Dr. Kristie Rankin, Chair Local Workforce Development Board Chair		4/15/2021
Greg Canfield Secretary, Alabama Department of Commerce		
Kay Ivey Governor		

Alabama Department of Commerce

Workforce Innovation and Opportunity Act (WIOA)

Grant Agreement

Assurances and Certifications

1. Applicable Authority:

Funds provided under this agreement must be expended in accordance with all applicable federal statutes, regulations and guidance, including those of the Workforce Innovation and Opportunity Act as presently in effect and as may become effective during the terms of this Agreement.

2. Administration Limitation:

Local areas are limited to spending no more than 10 percent of their annual allocation on administrative costs. Flexibility is provided to States and local areas in the statute by allowing administrative funds from the three formula funding streams awarded under subtitle B to be pooled and used together for administrative costs for any of the three programs, at the State and locals' discretion.

3. Veterans Priority Provisions:

This program, funded by the U.S. Department of Labor is subject to the provisions of the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215), as implemented by 20 CFR Part 1010. The JVA provides priority of service to veterans and spouses of eligible veterans for the receipt of employment, training, and placement services. Agreement by a program operator to implement priority of service is a condition of receipt of DOL funds. The Planning Guidance (either the Stand-Alone Planning Guidance at 73 FR 72853 (December 1, 2008)) or the Unified Planning Guidance at 73 FR 73730 (December 3, 2008) requires states to describe the policies and strategies in place to ensure, pursuant to the Jobs for Veterans Act and the regulations, that priority of service is provided to veterans (and certain spouses) who otherwise meet the eligibility requirements for all employment and training programs funded in whole or in part by the U.S. Department of Labor. In addition, the states are required to provide assurances that they will comply with the Veterans' Priority of Service Provisions established by the Jobs for Veterans Act (38 USC 4215) and TEGL 10-09 (issued November 10, 2009). TEGL 10-09 is available at http://wr.doleta.gov/directives/corr_doc.cfm?DOCN=2816.

4. Salary and Bonus Limitations:

In compliance with Pub. L. 111-117 (Division D, sec. 107), none of the funds appropriated in the Act under the heading 'Employment and Training' shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. This limitation shall not apply to vendors providing goods and services as defined in the Uniform Guidance. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients of such funds, taking into account factors including the relative costs-of-living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including Employment & Training Administration programs. See Training and Employment Guidance Letter number 5-06 for further clarification.

5. Intellectual Property Rights

The Federal Government reserves a paid-up, nonexclusive and irrevocable licenses to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and ii) any rights of copyright to which the grantee, subgrantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted work, or the cost of acquiring by purchase a copyright in a work, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities. If applicable, the following needs to be on all products developed in whole or in part with grant funds:

This workforce product was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The product was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it. Internal use, by an organization and/or personal use by an individual for non-commercial purposes, is permissible. All other uses require the prior authorization of the copyright owner.

6. Transparency Act:

Federal Funding Accountability and Transparency Act of 2006 Pub. L. 109-282 as amended by section 6202 of Pub. L. 110-252 ("FFATA"). Grantees must ensure that they have the necessary processes and systems in place to comply with the reporting requirements of FFATA. See Training and Employment Guidance Letter (TEGL) No. 11-10 (issued November 15, 2010) <http://wdr.doleta.gov/directives/attach/TEGL/TEGL11-10acc.pdf>.

7. Personally Identifiable Information:

Recipients must recognize and safeguard personally identifiable information (PII) except where disclosure is allowed by prior written approval of the Grant Officer or by court order. Recipients must meet the requirements in Training and Employment Guidance Letter (TEGL 39-11, Guidance on the Handling and Protection of Personally Identifiable Information (PII)), (located at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872).

8. Violation of the Privacy Act:

These funds cannot be used in contravention of the 5 USC 552a or regulations implementing that section.

9. Executive Orders:

12928:

Pursuant to Executive Order **12928**, the recipient is strongly encouraged to provide subcontracting / subgranting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

13043:

Pursuant to Executive Order **13043** (April 16, 1997), increasing the Use of Seat Belts in the United States, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned.

13513:

Pursuant to Executive Order **13513**, Text Messaging While Driving by Government Contractors, Subcontractors, and Recipients and Subrecipients. Contractors, subcontractors, and recipients and subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or –rented vehicles or Government-owned, Government-leased, or Government-rented vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government, and to conduct initiatives of the type described in section 3(a) of the Executive Order.

13166:

Pursuant to Executive Order **13166**, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure the LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 68, Number 103, Pages 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, to <http://www.lep.gov>.

13333:

Pursuant to Executive Order **13333**, This agreement may be terminated without penalty, if the grantee or any subgrantee, or the contractor or any subcontractor engages in “(i) severe forms of trafficking in persons; (ii) the procurement of a commercial sex act during the period of time that the grant, contract, or cooperative agreement is in effect; (iii) the use of forced labor in the performance of the grant, contract, or cooperative agreement; (22 U.S.C. § 7104(g)) or (iv) acts that directly support or advance trafficking in persons.”

10. WIOA Title I Grant Applicant’s Written Nondiscrimination Assurance (29 CFR §38.25):

As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance: (A) Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I financially assisted program or activity; (B) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin; (C) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities; (D) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and (E) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs. (ii) The grant applicant also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant’s operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance. (2) The assurance is considered incorporated by operation of law in the grant, cooperative agreement, contract or other arrangement whereby Federal financial assistance under Title I of WIOA is made available, whether it is explicitly incorporated in such document and whether there is a written agreement between the Department and the recipient, between the Department and the Governor, between the Governor and the recipient, or between recipients. The assurance also may be incorporated in such grants, cooperative agreements, contracts, or other arrangements by reference.

11. Buy American Notice Requirement:

It is the sense of Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under the Workforce Innovation and Opportunity Act should be American made. See WIOA Section 502 – Buy American Requirements. (Sections 8301 of Title 41, United States Code)

12. Special Requirement for Conferences and Conference Space:

Conferences sponsored in whole or in part by the recipient of Federal awards are allowable if the conference is necessary and reasonable for the successful performance of the Federal Award. Recipients are urged to use discretion and judgement to ensure that all conference costs charged to the grant are appropriate and allowable. For more information on the requirements and allowability of costs associated with conferences, refer to 2 CFR 200.432.

13. Health Benefit Coverage:

The recipient must ensure that the use of these funds for health benefits coverage complies with *506 and 507 of Division G of Public Law 113-235, the Consolidated and Further Continuing Appropriations Act, 2015.*

14. Flood Insurance:

The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 *et seq.*, provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

15. Architectural Barriers:

The Architectural Barriers Act of 1968, 42 U.S.C. 4151 *et seq.*, as amended, the Federal Property Management Regulations (see 41 CFR 1191, Appendixes C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

16. Drug-Free Workplace:

The Drug-Free Workplace Act of 1988, 41 U.S.C. 702 *et seq.*, and 2 CFR 182 require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment.

17. Hotel-Motel Fire Safety:

Pursuant to 15 U.S.C. 2225a, the recipient must ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended). Recipients may search the Hotel Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance, or to find other information about the Act.

18. Prohibition on Contracting with Corporations with Felony Criminal Convictions:

The recipient is prohibited from entering into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

19. Prohibition on Contracting with Inverted Domestic Corporations:

No funds made available under a Federal Act may be used for any contract with any foreign incorporated entity which is treated as an inverted domestic corporation under section 835(b) of the Homeland Security Act of 2002 (6 U.S.C. 395(b)) or any subsidiary of such an entity. Waivers to this regulation may be granted by the Secretary of Labor if the Secretary determines that the waiver is required in the interest of national security.

20. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities:

The recipient may not enter a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

21. Prohibition of Providing Federal Funds to ACORN:

These funds may not be provided to the Association of Community Organizations for Reform now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors.

22. Profit

Pursuant to 2 CFR 200.400(g), non-Federal entities may not earn or keep any profit resulting from Federal financial assistance, except as authorized by WIOA Section 121(d) for One-Stop operators (American Job Centers) or service providers which are for-profit entities.

22. Contracts:

LWDBs must ensure that these requirements as well as any state and local requirements are included in all contracts with WIOA Grant funds.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 39), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal

entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) § 200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part [247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

State of Alabama
Workforce Development Division
Grantee Budget Summary

1. Grant Recipient:		Central Alabama Partnership for Training and Employment					
Address:		716 Richard Arrington Jr Blvd. N. Ste 430-A					
Contact Person:		Keith Strother		E-mail:		strotherk@jccal.org	
Title:		Economic Development Mgr		DUNS No:		105474279	
				Phone No.:		205.582.5261	
				Fax No.:		20-5324	
2. Plan No.:		04-0		Yr. of Funds:		FY2021	
Directive No.:		PY2019-03 Change 03		Grant Period - Adult/D.W.:		07/01/2020-06/30-2022	
USDOL Grant No.:		AA-34753-20-55-A-1		Grant Period - Youth:			
3. Program:							
		Governor's Set Aside		Adult Funds		Youth Funds	
a. CFDA Number				17,258		17,259	
b. Allocation Year		FY21					
c. Fund Allocation/Grant Amount		184,538.00		79,285.00		105,253.00	
						\$184,538.00	
4. Cost Categories/Budget:							
a. Administration Funds							
b. Program Funds		184,538.00		79,285.00		105,253.00	
						\$184,538.00	
c. Program Fund Transfers							
d. Adjusted Program Funds		184,538.00		79,285.00		105,253.00	
						\$184,538.00	
e. Total Funds		\$184,538.00		\$79,285.00		\$105,253.00	
						\$184,538.00	
Remarks:							
modification to add incentive funds to local areas							

State of Alabama
Workforce Development Division
Grantee Budget Summary

1. Grant Recipient:		Central Alabama Partnership for Training and Employment				
Address:		716 Richard Arrington Jr Blvd. N. Ste 430-A				
Contact Person:		Keith Strother	E-mail:		strotherk@jccal.org	
Title:		Economic Development Mgr	DUNS No:	105474279	Phone No.:	205.582.5261
			Fax No.:	20-5324		
2. Plan No.:		04-0	Yr. of Funds:	PY2020	Effective Date: 7/1/2020	
Directive No.:		PY2019-03 Change 03	Grant Period - Adult/D.W.:		07/01/2020-06/30-2022	
USDOL Grant No.:		AA-34753-20-55-A-1	Grant Period - Youth:		04/01/2020-06/30/2022	
3. Program:		Governor's Set Aside	Adult Funds	Youth Funds	Dislocated Worker Funds	d. Total LWDA Funds
a.	CFDA Number		17,258	17,259	17,278	
b.	Allocation Year		PY20	PY20	PY20	
c.	Fund Allocation/Grant Amount		217,000.00	1,330,270.00	331,985.00	\$1,879,255.00
4. Cost Categories/Budget:						
a.	Administration Funds		21,700.00	133,027.00	33,198.00	\$187,925.00
b.	Program Funds		195,300.00	1,197,243.00	298,787.00	\$1,691,330.00
c.	Program Fund Transfers		149,393.00		-149,393.00	
d.	Adjusted Program Funds		344,693.00	1,197,243.00	149,394.00	\$1,691,330.00
e.	Total Funds		\$366,393.00	\$1,330,270.00	\$182,592.00	\$1,879,255.00
Remarks: We're requesting to transfer 50% (149,393.00) of our Dislocated Worker program funds to our Adult program funds. In our region we always have more Adults qualifying for funding than dislocated worker. We believe transferring the funds will allow us to better serve our regions needs. See attached transfer sheet.						

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State of Alabama
Workforce Development Division

Grantee Justification for Transfer of Funds

The situation necessitating the transfer, including local conditions (labor market, economic, etc.) contributing to the need for this transfer request:

As with last year the unemployment rate for Alabama is at an all time low. Alabama has an unemployment rate or 3.5% lower than the National Average of 4.4%. Region 4 which is comprised of Blount, Chilton, Jefferson, Shelby, St Clair and Walker Counties has one of the lowest unemployment rates in the State of Alabama. As of March 2020 Labor Market Information for Alabama counties, Shelby County at 2.5% unemployment is the lowest in the State. Due to Region 4 having such a low unemployment rate, there is a need to transfer more funding into the Adult Worker program. This transfer will allow CAPTE to train more participants via Individual Training Accounts, On-the-Job Training and provide additional Supportive Services to participants in Region 4.

How will the funds transfer impact the participant levels in both programs?

The funds transfer will not have a negative impact on either program. Due to the low unemployment rate Dislocated Worker funds are requested far less than Adult Worker funding. Due to those factors CAPTE runs the risk of not obligating or spending those funds during the program year for training. If allowed to transfer the funding, CAPTE will be able to serve more participant with barriers to employment in the Adult program, which will lead to an even lower unemployment rate for the region. The participant levels for the Dislocated Worker program will not be affected based on current enrollments, past enrollments and a steady decline in the unemployment rate throughout Region 4.

How will the transfer affect current providers of training and other services?

This transfer would allow providers to refer and serve more WIOA participants as well as retain more participants due to the supportive services funding tied to each eligible participant. By retaining participants, providers will increase their WIOA annual performance goals as well.

Describe the expected impact the transfer will have on WIOA performance outcomes for both funding streams:

The transfer of funds will increase CAPTEs performance due to the regions ability to serve more clients in the ITA and OJT programs. The region has for the last two years met and/or exceeded it's negotiated performance goals. With this transfer not only will Region 4 see an increase in its participant count, all participants will be able to tap into additional supportive services. These supportive services are used to eliminate additional barriers to employment (childcare, transportation, tools and supplies not covered an ITA, ect) that participants face while they are in training. By offering this service alone, the region has seen a decline in the dropout rate of ITA and OJT participants, which has and will continue to drive the regions performance numbers upward.



Independent Contractor Submission Form (ICSF)

Pursuant to Rule 11.4 of the Rules and Regulations of the Personnel Board of Jefferson County, appropriate documentation and a copy of the contract must be provided with the submission of this form. If sufficient information is not received, the Board may request additional documentation, return the contract or recommend denial of the contract. Submission of this form simply allows the Board to begin the Independent Contractor Review process and does not imply that information is all inclusive or that a contract will be approved. Questions should be directed to classandcomp@pbjcal.org. **NOTE:** If a contract is, in accordance with Policy 2015-002 of the Personnel Board, related to the construction of viaducts, bridges, streets, sewers, canals, public building or public utilities, then the contract is exempt from Personnel Board review.

Requesting Department: _____ Contractor's Name: _____

Contract Amount: _____ Contract Term (in years): _____

Contract Start Date: Following Commission/Council Approval ☐ OR, the Actual Date: _____

Is this a new contract, a renewal, or an amendment? New ☐ Renewal ☐ Amendment ☐

If this is a new contract, how many options to renew are included? 1 ☐ 2 ☐ 3 ☐ Other ☐

If this is a renewal, on what date was the original contract approved by the Personnel Board? _____

If this is a renewal, OR, if a contract has been executed with this contractor in the past,
what was the termination date of the contract or last renewal? _____

NATURE OF THE CONTRACT

- In "layman's terms" please provide a brief summary of the contract and the services to be performed. Please include the purpose of the contract, why an independent contractor is needed, and any helpful background information.

RATIONALE AND SUPPORTING INFORMATION

- Does this contract contain a staffing component? Yes ☐ *No ☐
*If the contract does not include a staffing component (for example, the contract is to purchase software, and Merit System employees will install the software), then submission of the contract to the Personnel Board for review is not necessary.
- Does the staffing component of this contract overlap with work performed by any Merit System job classification(s)?
☐ Yes, but there are extenuating circumstances that must be considered (please describe them below):
☐ No (please clarify below how they are different):

- Please indicate whether the staffing component of the work in this contract is:
Please note this does not refer to the term of the contract, but to the nature of the work being performed through the contract.

- ☐ Continuous (the work to be performed is expected to continue indefinitely).
- ☐ Temporary* (the work to be performed is temporary in nature has a defined start and end date).

*If "Temporary," please indicate the start and end dates and explain the temporary nature of the work:

5. Regardless of whether the work to be contracted is continuous or temporary, please indicate whether the work is:
- ☐ Consistently performed (regardless of the amount of time needed to perform the work, the work must be performed on a reasonably regular basis).
- ☐ Sporadically performed* (the work is performed on an irregular, intermittent or limited basis as needed).
- *If "Sporadically performed," please describe the sporadic nature of the work:

-
6. The work/service to be performed under this contract: (indicate most appropriate response)

- ☐ Has not been performed prior to the establishment of this contract.
- ☐ Has been performed previously through other contracts.
- ☐ Has been performed previously by Merit System employees.

7. Is this type of work customarily given by public sector agencies to independent contractors?

Yes* ☐ No ☐

*If "Yes," please provide the names of other public sector agencies that contract similar services.

-
8. Does the work to be performed through the contract require equipment and/or facilities not currently possessed by your City/County/Agency?

Yes* ☐ No ☐

*If "Yes," please indicate the type of equipment and/or facilities required and not possessed to perform the work.

-
9. Is it more cost effective to provide these services via a contract rather than with in-house staff and equipment?

Yes* ☐ No ☐

*If "Yes," please attach a thorough comparison between "in-house costs" and "contract costs" to support your assertion.

Form completed by (name): _____ Title: _____

Email: _____ Phone: _____

Jurisdiction (City/County/Agency): _____ Appointing Authority Signature: _____

Revised 5/5/2020

JEFFERSON COUNTY
CONTRACT COVER SHEET

Originating Department:	Department of Community Services and Workforce Development		BID:No	
Department Contact	Frederick Hamilton,		Phone Number:	
Contract Info#: 7204	Contract Name/ID: Birmingham Urban League Emergency Rental Assistance Program (ERAP)/7204		Amount: \$9,000,000.00	
Date Start: 05/6/21	Contract Type: Expenditure			
Date End: 12/31/21				
CANCELLATION TERMS:	30 Days cancellation clause			
Funding Sources	Org Code:	Object:		Grant Number:
For Expenditures:	Original Budget: \$13,502,418	Current Remaining: \$13,502,418		After Execution: \$4,502,418
Contractor:	Birmingham Urban League			
Remittance Address:	1229 3 rd Avenue North, Birmingham, Alabama 35203			
Taxpayer ID#	N/A		Vendor ID# N/A	
Dept Contact Person:	Nathan Salter	Email:	saltn@jccal.org	Phone: 205-325-5761
Contractor Contact Person:	William Barnes	Email:	William.Barnes@birminghamul.org	Phone: 205-326-0162
Contract Description:	Resolution authorizing the Commission President to execute a Emergency Rental Assistance Program agreement with The Birmingham Urban League, Inc. for emergency payment assistance programming. The amount of the agreement will not exceed \$9,000,000.00 and the funds will come from the Emergency Rental Assistance Program funds. These costs will be paid with Federal funds.			
BID/RFP Number (if item/service was not bid, give detailed explanation)	N/A			
Payment Terms:	Per contract terms.			

Resolution

WHEREAS, The Emergency Rental Assistance Program was established by section 501 of Division N of the Consolidated Appropriations Act, 2021 (Act). The Act allocated \$25 billion to the U. S. Department of the Treasury (Treasury) to provide funds directly to states, territories, local governments, and Indian tribes for households that are unable to pay their rent and utilities due to the financial impacts of the COVID-19 pandemic.; and

WHEREAS, Jefferson County, Alabama received \$13,502,418 for the Emergency Rental Assistance Program under the Consolidated Appropriations Act, 2021. And

WHEREAS, Emergency Rental Assistance Program (ERAP) provides emergency financial assistance grants for rent, utility and home energy, and other expense related to housing to eligible individuals and households that have been economically impacted during the COVID-19 pandemic through job loss, furlough or reduction in hours or pay, or increased expenses, residing in eligible areas of the County of Jefferson, Alabama; and

WHEREAS, Emergency grants for rental and/or utility payments are made on behalf of an eligible applicant household, without a prescribed limit per month for a period of up to twelve (12) months, to maintain stable housing and/or to reduce rental or utility payment delinquencies as a result of the economic downturn during the COVID-19 pandemic. Households may request, if needed for housing stability, an additional three (3) months assistance if funding is available. Household assistance may not exceed fifteen (15) months for rent, rental arrears, and prospective rent; and

NOW, THEREFORE, BE IT RESOLVED by the County Commission that the President is authorized, directed and empowered to execute the contract agreement between Jefferson County, Alabama and the Birmingham Urban League, Inc. for the Emergency Rental Assistance Program. The amount of the agreement will not exceed Nine Million and 00/100 Dollars (\$9,000,000.00). The funds will come from U.S. Department of Treasury Emergency Rental Assistance Program funding.

ADOPTED:

**STATE OF ALABAMA
JEFFERSON COUNTY**

**Emergency Rental Assistance Program (ERAP)
SUBRECIPIENT AGREEMENT**

THIS AGREEMENT entered into effective the date of approval by the Jefferson County Commission by and between Jefferson County, Alabama, hereinafter called “the County,” and The Birmingham League, located at 1229 3rd Avenue North, Birmingham, AL 35203, hereinafter called “the Sub-Recipient.”

WHEREAS, on March 13, 2020 the President of the United States of America declared a National State of Emergency due to COVID-19 (Coronavirus); and

WHEREAS, on March 13, 2020 the Governor of the State of Alabama issued an Executive Order and declared a statewide State of Emergency in Alabama due to COVID-19; and

WHEREAS, On December 21, 2020, Congress passed the Consolidated Appropriations Act of 2021, a year-end COVID-19 Relief and Omnibus Spending Package that included funds for the Emergency Rental Assistance Program (ERAP), to be administered by the US. Department of Treasury; and

WHEREAS, the County Manager, has received an application from the Sub-Recipient, which has been vetted by a Technical Advisory Committee, who recommends awarding a subgrant of the County’s Emergency Rental Assistance Program (ERAP) allocation in accordance with guidance issued by the United States Department of Treasury for the amount and scope listed within this agreement; and

WHEREAS, the Sub-Recipient has read “Exhibit A – Emergency Rental Assistance Program (ERAP) ACKNOWLEDGEMENT AND CERTIFICATION” and has completed “Exhibit B – CERTIFICATION AND ASSURANCE”, “Exhibit D – RISK ASSESSMENT”, and “Exhibit E”;

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

ENGAGEMENT OF SUB-RECIPIENT: The County hereto agrees to engage the Sub-Recipient and the Sub-Recipient hereby agrees to perform the COVID-19 related work hereinafter set forth.

SCOPE OF SERVICES:

The Sub-Recipient will provide Emergency Rental Assistance Program (ERAP) services, consistent with the eligibility review memo (Exhibit C), Jefferson County Emergency Rental Assistance Program (ERAP) (Exhibit E), and Jefferson County Household Support Program framework (Exhibit F).

TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The term of this agreement shall commence upon execution of this agreement and continue no later than December 31, 2021. 100% of funds must be expended by September 30, 2021. If the SUB-RECIPIENT is unable to expend 100% of their funds by the respective deadline the remaining funds can be withdrawn by the County with written notification.

COMPENSATION: As compensation for the Sub-Recipient's professional services performed hereunder, the County shall pay the Sub-Recipient an amount not to exceed \$9,000,000.00 including no more than \$8,235,000.00 in direct financial assistance and no more than \$765,000.00 in administrative costs. The Sub-Recipient will be advanced 30% of the direct financial assistance (\$2,470,500.00) upon execution, to include all Exhibits. The County will provide payment within Thirty (30) days after receipt of itemized invoices from Sub-Recipient.

REPORTING REQUIREMENTS: Sub-Recipient shall deliver to the Jefferson County Department of Community Services and Workforce Development with a copy to the County Manager and County Attorney a detailed report describing the use of the funds no later 15th business day of the month following the first full month the contract is in effect and then monthly by the 15th business day of the following month.

Sub-Recipient shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, or Office of Inspector General of the United States all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Sub-Recipient for a period of not less than seven (7) years from termination of the contract inclusive of any amendments.

ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of County. Should County authorize Sub-Recipient to subcontract (assign) any portion of this contract, Sub-Recipient will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, Sub-Recipient must maintain a continuous effective business relationship with the Sub-Sub-Recipient(s) including, but not limited to, regular payment of all monies owed to any sub-Sub-Recipient. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement 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 jurisdiction and venue over

all disputes arising under this Agreement shall be the Circuit Court of Jefferson County, Alabama, Birmingham Division.

STATEMENT OF CONFIDENTIALITY: Sub-Recipient agrees that any information accessed or gained in performance of those duties will 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 required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.

INDEPENDENT CONTRACTOR: the Sub-Recipient acknowledges and understands that the performance of this contract is as an independent Contractor and as such, the Sub-Recipient is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.

The Sub-Recipient shall not, without prior written permission of the County specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the County.

NON-DISCRIMINATION POLICY: The Sub-Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. The Sub-Recipient will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

MISCELLANEOUS REQUIREMENTS: Upon execution of this contract, the Sub-Recipient shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.

TERMINATION OF CONTRACT: This contract may be terminated by the County with written notice to the Sub-Recipient regardless of the reason. Upon termination by the County for convenience, Sub-Recipient shall be entitled to receive compensation for services provided prior to the date of termination.

Any violation of this agreement shall constitute a breach and default of this Agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Sub-Recipient of any liability to the County for damages sustained by virtue of a breach by the Sub-Recipient.

INDEMNITY: Except for loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, caused solely by the negligence of the County, its commission, officers and employees, Sub-Recipient shall indemnify, defend and hold harmless the Agency, its Council, boards and commissions, officers, and employees from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, regardless of the merits or outcome of any such claim or suit arising from or in any manner connected to Sub-Recipient's negligent act or omission regarding performance of services or work conducted or performed pursuant to this Agreement.

NOTICES: Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Contract 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:

County: Jefferson County Department of Community
Services and Workforce Development
Grants Administrator
716 Richard Arrington Jr. Blvd N
Suite A-430
Birmingham, Alabama 35203

Copy to: Jefferson County Manager
716 N Richard Arrington Jr. Blvd. North
Room 251
Birmingham, AL 35203

Jefferson County Attorney
716 N Richard Arrington Jr. Blvd. North
Room 280
Birmingham, AL 35203

Sub-Recipient: Birmingham Urban League
P.O. Box 11269
Birmingham, AL 35203

AMENDMENT OF AGREEMENT: This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.

INSURANCE: The Sub-Recipient will maintain liability insurance in an amount to be determined by the County to protect him and the County from claim's and from claims for

which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama and **shall include Jefferson County, Alabama as Added Additional Insured By Endorsement including a thirty (30) day(s) written cancellation notice.** Evidence of the required insurance will be furnished to the Department of Community Services and Workforce Development not later than seven (7) day(s) after Purchase Order/contract date. Sub-Recipient is also required to include the bid number on the evidence of insurance.

COUNTY FUNDS PAID: Sub-Recipient and the Sub-Recipient representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant 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 or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the Sub-Recipient nor 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 County 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 inducement or consideration for this contract.

Any violation of the terms and scope of services, including misuse of funds provided in this contract shall constitute a breach and default of this contract, which shall be cause for termination. Upon such termination of this contract due to breach, Sub-Recipient shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

CONFLICT OF INTEREST: The Sub-Recipient declares that, as of the date of the contract, neither the County, nor any of the County's employees or any Director nor any other Government Official is directly or indirectly interested in this contract or any contract with the Sub-Recipient for which compensation will be sought during the period of time this contract is being performed. And, furthermore, the Sub-Recipient pledges that he/it will notify the Purchasing Manager in writing should it come to his/its knowledge that any such official becomes either directly or indirectly interested in the contract or any contract with the Sub-Recipient for which compensation will be sought during the aforesaid period. In addition, the Sub-Recipient declares, that as of the date of this contract, neither he/it nor any of his/its officers or employees have given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the County, or to anyone else for the County's benefit, any sum of money or other thing of value for aid or assistance in obtaining this contract with the County under which compensation will be sought during the period of time this contract is being performed. And furthermore, that neither the Sub-Recipient nor any of his/its officers or employees will give or donate or

promise to give or donate, directly or indirectly, to any official or employee of the County, or to anyone else for the County's, County Official, or County employee's benefit, any sum of money or other thing of value, for aid of assistance in obtaining any amendment to this contract or any other contract with the Sub-Recipient for which compensation will be claimed during the period of time this contract is being performed.

Statement of Compliance with Alabama Code Section 31-13-9: 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.

PROCUREMENT: SUB-RECIPIENT shall procure all supplies, equipment, property, services, and construction necessary for implementation of its activities. Procurement shall be carried out in accordance with 2 CFR 200.320-200.326, the SUB-RECIPIENT's own procurement requirements and all provisions of CDBG regulations governing procurement.

PROPERTY CONTROLS: The SUB-RECIPIENT is to maintain a system for tracking property and other assets purchased with grant funds, and that the SUB-RECIPIENT has procedures for ensuring such property and assets are secure and used for authorized purposes only, as specified in 24 CFR 85.32 (d) and 24 CFR 84.34 (f).

SUB-RECIPIENT AUDIT: If the SUB-RECIPIENT receives more than \$750,000.00 in federal funds in a year, the SUB-RECIPIENT shall have a single or program-specific audit conducted for that year in accordance with 2 CFR 200.500. The SUB-RECIPIENT will be required to submit an audit report within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. The SUB-RECIPIENT agrees that any costs disallowed pursuant to subsequent audit(s), COUNTY, or HUD review will promptly be remitted to the COUNTY.

LIABILITY: The SUB-RECIPIENT shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or on behalf of the COUNTY.

The SUB-RECIPIENT will save and hold harmless the COUNTY, its elected officials and employees against liability resulting from any act or omission by the SUB-RECIPIENT, its agents, servants, or employees related to services furnished by the SUB-RECIPIENT under this agreement.

INFLUENCE ON GRANT AWARDS: To the best of the SUB-RECIPIENT'S knowledge and belief:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the SUB-RECIPIENT, 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 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;

If any funds other than Federal appropriated funds have been 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, it will complete and submit Standard Form- LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

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 subrecipients shall certify and disclose accordingly.

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

COPYRIGHTS AND DISCOVERIES: If this agreement results in a book or other copyrightable materials, the author is free to copyright the work, but the federal grantor and the commission reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use and authorized the use of all copyrighted material and all material which can be copyrighted resulting from the agreement. Any discovery or invention arising out of or developed in the course of work aided by the agreement shall be promptly and fully reported to the commission and if applicable, to the administrator of the federal grantor agency for determination as to whether patent protection on such invention or discovery including right under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest. SUB-RECIPIENT shall know and follow the mandatory standards and policies relating to energy efficiency which are contained in the State of Alabama's Energy Conservation Plan and Conservation Act (Pub.L.94-163).

COMPLIANCE WITH FEDERAL REGULATION: SUB-RECIPIENT agrees to comply with any and all applicable Federal Regulation and in addition to applicable uniform requirements, as described in 24 CFR 570.502. The SUB-RECIPIENT shall carry out each activity in compliance with all Federal laws and regulations including those described in subpart K of 24 CFR 570; except that (1) SUB-RECIPIENT does not

assume the GRANTEE's environmental responsibilities under 24 CFR 570.604; and (2) SUB-RECIPIENT does not assume GRANTEE'S responsibility for initiating the review process under the provisions of 24 CFR 52.

ENVIRONMENTAL ISSUES: Activities under this part are subject to environmental review by HUD under 24 CFR part 58. The COUNTY shall supply all available, relevant information necessary to perform for each property any environmental review required by 24 CFR part 58. The COUNTY also shall carry out mitigating measures required by HUD or select alternate eligible property. HUD may eliminate from consideration any application that would require an Environmental Impact Statement (EIS).

MISCELLANEOUS:

- a. The entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement.
- b. Should any of the provisions hereunder be found to be invalid, void or voidable by a court, the remaining provisions shall remain in full force and effect.
- c. All notices required or permitted under this agreement shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed above, or when delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals or caused these presents to be executed by their duly authorized representative.

SUB-RECIPIENT:

JEFFERSON COUNTY, ALABAMA

William Barnes
Signature

Signature

William A. Barnes
Print Name

James A. Stephens
Print Name

President
Title

President, Jefferson County Commission
Title

04/21/2020
Date

Date

EXHIBIT A

**Emergency Rental Assistance Program (ERAP)
ACKNOWLEDGEMENT AND CERTIFICATION**

AUTHORITY

The Consolidated Appropriations Act of 2021, a year-end COVID-19 Relief and Omnibus Spending Package that included funds for the Emergency Rental Assistance Program (ERAP), to be administered by the US. Department of Treasury. Jefferson County received approximately \$13,502,417.90 under ERAP.

USE OF FUNDS

The funds provided are only to cover those costs as outlined in the Emergency Rental Assistance Program (ERAP) in addition to this contract and its supporting exhibits. The “necessary expenditures” made by the Applicant Organization will be only those expenditures to prevent, prepare for, and respond to coronavirus and no other purpose as outlined by the Consolidated Appropriations Act of 2021, a year-end COVID-19 Relief and Omnibus Spending Package. The Applicant Organization will not use funds received to replace or supplant any other funding nor to fill or prevent revenue shortages.

CERTIFICATION

Eligibility to receive payment from Jefferson County’s portion of funds from the Emergency Rental Assistance Program (ERAP) is contingent upon the recipient certifying in writing that the recipient will: (1) use the funds in a lawful manner consistent with the Consolidated Appropriations Act of 2021, a year-end COVID-19 Relief and Omnibus Spending Package and in other related regulations (as set forth in the “Use of Funds” section immediately preceding this section) and (2) will comply with any and all policies and directives issued by Jefferson County related to the ERAP.

RECOUPMENT

The Inspector General of the Department of the Treasury is required to conduct monitoring and oversight of the receipt, disbursement, and use of funds made available from the Emergency Rental Assistance Program (ERAP). If it is determined that a recipient of funding from Jefferson County’s allocation from the Emergency Rental Assistance Program (ERAP) has failed to comply with the “Use of Funds” restrictions or any other provision relating to the Consolidated Appropriations Act of 2021, a year-end COVID-19 Relief and Omnibus Spending Package, then funds used in violation of the Consolidated Appropriations Act of 2021, a year-end COVID-19 Relief and Omnibus Spending Package shall be considered as a debt of the recipient owed directly to Jefferson County and shall be subject to set-off against any other amount owed by Jefferson County to the recipient.

REALLOCATION

Funds received from this award that remain on balance as unused on September 30, 2021, shall be returned to Jefferson County.

SANCTIONS

Expenditure of funds from this award in a manner not allowed or inconsistent with the law (including, without limitation, with the “Use of Funds” restrictions in the Consolidated Appropriations Act of 2021, a year-end COVID-19 Relief and Omnibus Spending Package) may result in future awards being suspended or terminated and in other legal action being taken against the recipient.

REPORTING REQUIREMENTS

The Consolidated Appropriations Act of 2021, a year-end COVID-19 Relief and Omnibus Spending Package requires Jefferson County to provide the federal government with regular reports on the amount of funds received and expended from the Emergency Rental Assistance Program (ERAP) allocation and the types of projects or activities for which the funds are used. For Jefferson County to comply with its reporting requirements, recipients of such funds from Jefferson County may be required to provide the following information by the fifteenth day of every month containing information for the immediately preceding month:

- (A) Treasury will provide instructions at a later time as to what information grantees must report to Treasury and how this information must be reported. At a minimum, in order to ensure that Treasury is able to fulfill its quarterly reporting requirements under section 501(g) of Division N of the Act and its ongoing monitoring and oversight responsibilities, grantees should anticipate the need to collect from households and retain records on the following:
- Address of the rental unit;
 - For landlords and utility providers, the name, address, and Social Security number, tax identification number or DUNS number;
 - Amount and percentage of monthly rent covered by ERA assistance;
 - Amount and percentage of separately stated utility and home energy costs covered by ERA assistance;
 - Total amount of each type of assistance provided to each household (*i.e.*, rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing incurred due directly or indirectly to the COVID-19 outbreak);
 - Amount of outstanding rental arrears for each household;
 - Number of months of rental payments and number of months of utility or home energy cost payments for which ERA assistance is provided;
 - Household income and number of individuals in the household; and
 - Gender, race, and ethnicity of the primary applicant for assistance.

Sub-Recipient should also collect information as to the number of applications received in order to be able to report to Treasury the acceptance rate of applicants for assistance.

Treasury's Office of Inspector General may require the collection of additional information in order to fulfill its oversight and monitoring requirements. Treasury will provide additional information regarding reporting to Treasury at a future date. Grantees must comply with the requirement in section 501(g)(4) of Division N of the Act to establish data privacy and security requirements.

Sub-Recipient organizations will be required to report a reconciliation of all funds and any cash on hand at the end of the program performance period, as established in the contract, and are required to return funds not used for allowable costs to Jefferson County no later than 30 days after identification by the Sub-Recipient or Jefferson County.

Failure to submit these reports may result in the loss of funds.

EXHIBIT B

CERTIFICATION AND ASSURANCE

I, William Barnes am the President and CEO of
 (Name of Signatory) Birmingham Urban League (Title)

 (Applicant Organization)

and I certify under penalty of perjury that:

1. I have the authority on behalf of the Applicant Organization (set forth above) to request payment from Jefferson County of funding from the Emergency Rental Assistance Program (ERAP) that it received pursuant to the Consolidated Appropriations Act of 2021, a year-end COVID-19 Relief and Omnibus Spending Package (December 21, 2020).
2. I understand that Jefferson County will rely on this certification as a material representation in deciding whether to make an award to the Applicant Organization.
3. The Applicant Organization will use funds provided only to cover those costs as outlined in the Emergency Rental Assistance Program (ERAP) in addition to this contract and its supporting exhibits.
4. The "necessary expenditures" made by the Applicant Organization will be only those expenditures to prevent, prepare for, and respond to coronavirus and no other purpose as outlined by the Emergency Rental Assistance Program (ERAP).
5. The Applicant Organization will not use funds received to replace or supplant any other funding nor to fill or prevent revenue shortages.
6. The Applicant Organization agrees to maintain written and electronic records concerning the funds provided by Jefferson County and the expenditure of those funds. The Applicant Organization will make such records available for review or audit to officials from Jefferson County and to appropriate federal and state officials.
7. If Jefferson County or any relevant state or federal authority determines that the Applicant Organization has failed to comply with the "Use of Funds" restrictions or any other provision of the Consolidated Appropriations Act of 2021, a year-end COVID-19 Relief and Omnibus Spending Package, then funds used in violation of the Consolidated Appropriations Act of 2021, a year-end COVID-19 Relief and Omnibus Spending Package shall be considered as a debt of the Applicant Organization owed directly to Jefferson County and shall be subject to set-off against any other amount owed by Jefferson County to the recipient. Additionally, the Applicant Organization agrees to pay any financial penalties and costs associated with such failure to comply, whether such penalties and costs are levied on the Applicant Organization or Jefferson County. Any such penalties and costs paid by Jefferson County shall be considered as a debt of the Applicant Organization owed directly to Jefferson County and shall be subject to set-off against any other amount owed by Jefferson County to the recipient. The Applicant Organization agrees to the set-offs described above.

Signature: William Barnes

Date: 04/21/2021



Independent Contractor Submission Form (ICSF)

Pursuant to Rule 11.4 of the Rules and Regulations of the Personnel Board of Jefferson County, appropriate documentation and a copy of the contract must be provided with the submission of this form. If sufficient information is not received, the Board may request additional documentation, return the contract or recommend denial of the contract. Submission of this form simply allows the Board to begin the Independent Contractor Review process and does not imply that information is all inclusive or that a contract will be approved. Questions should be directed to classandcomp@pbjcal.org. **NOTE:** If a contract is, in accordance with Policy 2015-002 of the Personnel Board, related to the construction of viaducts, bridges, streets, sewers, canals, public building or public utilities, then the contract is exempt from Personnel Board review.

Requesting Department: _____ Contractor's Name: _____

Contract Amount: _____ Contract Term (in years): _____

Contract Start Date: Following Commission/Council Approval ☐ OR, the Actual Date: _____

Is this a new contract, a renewal, or an amendment? New ☐ Renewal ☐ Amendment ☐

If this is a new contract, how many options to renew are included? 1 ☐ 2 ☐ 3 ☐ Other ☐

If this is a renewal, on what date was the original contract approved by the Personnel Board? _____

If this is a renewal, OR, if a contract has been executed with this contractor in the past,
what was the termination date of the contract or last renewal? _____

NATURE OF THE CONTRACT

- In "layman's terms" please provide a brief summary of the contract and the services to be performed. Please include the purpose of the contract, why an independent contractor is needed, and any helpful background information.

RATIONALE AND SUPPORTING INFORMATION

- Does this contract contain a staffing component? Yes ☐ *No ☐
*If the contract does not include a staffing component (for example, the contract is to purchase software, and Merit System employees will install the software), then submission of the contract to the Personnel Board for review is not necessary.

- Does the staffing component of this contract overlap with work performed by any Merit System job classification(s)?
☐ Yes, but there are extenuating circumstances that must be considered (please describe them below):
☐ No (please clarify below how they are different):

- Please indicate whether the staffing component of the work in this contract is:
Please note this does not refer to the term of the contract, but to the nature of the work being performed through the contract.
☐ Continuous (the work to be performed is expected to continue indefinitely).
☐ Temporary* (the work to be performed is temporary in nature has a defined start and end date).
*If "Temporary," please indicate the start and end dates and explain the temporary nature of the work:

5. Regardless of whether the work to be contracted is continuous or temporary, please indicate whether the work is:

☐ Consistently performed (regardless of the amount of time needed to perform the work, the work must be performed on a reasonably regular basis).

☐ Sporadically performed* (the work is performed on an irregular, intermittent or limited basis as needed).

*If "Sporadically performed," please describe the sporadic nature of the work:

6. The work/service to be performed under this contract: (indicate most appropriate response)

☐ Has not been performed prior to the establishment of this contract.

☐ Has been performed previously through other contracts.

☐ Has been performed previously by Merit System employees.

7. Is this type of work customarily given by public sector agencies to independent contractors?

Yes* ☐ No ☐

*If "Yes," please provide the names of other public sector agencies that contract similar services.

8. Does the work to be performed through the contract require equipment and/or facilities not currently possessed by your City/County/Agency?

Yes* ☐ No ☐

*If "Yes," please indicate the type of equipment and/or facilities required and not possessed to perform the work.

9. Is it more cost effective to provide these services via a contract rather than with in-house staff and equipment?

Yes* ☐ No ☐

*If "Yes," please attach a thorough comparison between "in-house costs" and "contract costs" to support your assertion.

Form completed by (name): _____ Title: _____

Email: _____ Phone: _____

Jurisdiction (City/County/Agency): _____ Appointing Authority Signature: _____

Revised 5/5/2020

County Manager Tony Petelos,

The attached resolution authorizes the Commission President to execute an Emergency Rental Assistance Program agreement with The Birmingham Urban League, Inc. for emergency payment assistance programming. The amount of the agreement will not exceed \$9,000,000.00 and the funds will come from the Emergency Rental Assistance Program funds. These costs will be paid with Federal funds.

Resolution

WHEREAS, The Emergency Rental Assistance Program was established by section 501 of Division N of the Consolidated Appropriations Act, 2021 (Act). The Act allocated \$25 billion to the U. S. Department of the Treasury (Treasury) to provide funds directly to states, territories, local governments, and Indian tribes for households that are unable to pay their rent and utilities due to the financial impacts of the COVID-19 pandemic.; and

WHEREAS, Jefferson County, Alabama received \$13,502,418 for the Emergency Rental Assistance Program under the Consolidated Appropriations Act, 2021. And

WHEREAS, Emergency Rental Assistance Program (ERAP) provides emergency financial assistance grants for rent, utility and home energy, and other expense related to housing to eligible individuals and households that have been economically impacted during the COVID-19 pandemic through job loss, furlough or reduction in hours or pay, or increased expenses, residing in eligible areas of the County of Jefferson, Alabama; and

WHEREAS, Emergency grants for rental and/or utility payments are made on behalf of an eligible applicant household, without a prescribed limit per month for a period of up to twelve (12) months, to maintain stable housing and/or to reduce rental or utility payment delinquencies as a result of the economic downturn during the COVID-19 pandemic. Households may request, if needed for housing stability, an additional three (3) months assistance if funding is available. Household assistance may not exceed fifteen (15) months for rent, rental arrears, and prospective rent; and

NOW, THEREFORE, BE IT RESOLVED by the County Commission that the President is authorized, directed and empowered to execute the contract agreement between Jefferson County, Alabama and the Birmingham Urban League, Inc. for the Emergency Rental Assistance Program. The amount of the agreement will not exceed Nine Million and 00/100 Dollars (\$9,000,000.00). The funds will come from U.S. Department of Treasury Emergency Rental Assistance Program funding.

ADOPTED:

Resolution authorizing the Commission President to execute an Emergency Rental Assistance Program agreement with The Birmingham Urban League, Inc. for emergency payment assistance programming. The amount of the agreement will not exceed \$9,000,000.00 and the funds will come from the Emergency Rental Assistance Program funds. These costs will be paid with Federal funds.



EXHIBIT E: JEFFERSON COUNTY EMERGENCY RENTAL ASSISTANCE PROGRAM (ERAP)

ERAP GUIDELINES

Jefferson County Commission,
Jefferson County, Alabama

Version 1.0
April 22, 2021

Administered by:
Jefferson County Commission, Jefferson County, Alabama
716 Richard Arrington Jr. Blvd.
Suite 260
Birmingham, AL 35203
www.jccal.org

Emergency Rental Assistance Program Guidelines Revisions History

Version	Effective Date	Description
Version 1.0	4/22/2021	Original

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Overview

The Emergency Rental Assistance Program was established by section 501 of Division N of the Consolidated Appropriations Act, 2021 (Act). The Act allocated \$25 billion to the U. S. Department of the Treasury (Treasury) to provide funds directly to states, territories, local governments, and Indian tribes for households that are unable to pay their rent and utilities due to the financial impacts of the COVID-19 pandemic. Jefferson County, Alabama received \$13,502,418 for the Emergency Rental Assistance Program under the Consolidated Appropriations Act, 2021.

Emergency Rental Assistance Program funding may only be used to provide financial assistance for rent, utility and home energy, and other expense related to housing. All household applicants, landlords, utilities, and home energy service providers must provide an attestation that all information included in the application for assistance is true, correct, and complete.

These Guidelines outline the Jefferson County, Alabama Emergency Rental Assistance Program requirements for eligible applicants through guidelines, and the administration requirements through policies and procedures. Guideline users may include potential applicant households, property owners, management agents, utility companies, Community Partner staff, as well as staff or agents of the U.S. Department of the Treasury, including the Office of Inspector General.

Authorization and Source of Funds

The Consolidated Appropriations Act, 2021, Division N, Title V, Section 501, Public Law 116-260 (Dec. 27, 2020) established the Emergency Rental Assistance Program. Treasury provided funds directly to states, local governments with populations of 200,000 or greater, and Indian Tribes to aid eligible households that are unable to pay rent and utilities due to the COVID-19 pandemic.

The Code of Federal Domestic Assistance number for the Emergency Rental Assistance funding is 21.023.

Program Requirements

Program Description

The Emergency Rental Assistance Program (ERAP) provides emergency rental and utility assistance grants to eligible individuals and households that have been economically impacted during the COVID-19 pandemic through job loss, furlough or reduction in hours or pay, or increased expenses, residing in eligible areas of the County of Jefferson, Alabama (see the Property Requirements section).

Emergency grants for rental and/or utility payments are made on behalf of an eligible applicant household, without a prescribed limit per month for a period of up to twelve (12) months, to maintain stable housing and/or to reduce rental or utility payment delinquencies as a result of the economic downturn during the COVID-19 pandemic. Households may request, if needed for housing stability, an additional three (3) months assistance if funding is available. Household assistance may not exceed fifteen (15) months for rent, rental arrears, and prospective rent (see the Type and Use of Assistance Available section).

All expenses funded through the Jefferson County ERAP must adhere to the provisions of the Consolidate Appropriations Act, 2021, the U.S. Treasury and Treasury OIG guidance, and the Jefferson County ERAP Guidelines.

Eligible Household

To be eligible, a household, which is one or more individuals that reside in a rental housing unit, must meet each of the three requirements listed in the Requirements Summary Table below. For additional information, see the respective subsections of this document that address in detail each of the eligibility requirements and respective documentation standards.

Eligibility Requirements Summary Table

Eligibility Requirement	Criteria Documentation
1. Be obligated to pay rent on a residential dwelling in the eligible area	a. Have a valid, signed lease or rental agreement; or b. Provide documentation showing obligation and history of payment prior to COVID-19 outbreak.
2. Have a total household income at or below 80 percent of the Area Median Income (AMI)	a. Household income will be verified to establish eligibility. b. Income limits are set by the U.S. Department of Housing and Urban Development (HUD) and adjusted for household size. c. Household income cannot exceed 80 percent of the AMI for their area.

<p>3. Demonstrate COVID-19 impacts:</p> <p>a) qualified for unemployment benefits, or</p> <p>b) experienced a reduction in household income, incurred significant costs, or financial hardships due to COVID-19,</p> <p>AND</p> <p>c) risk of experiencing homelessness or housing instability.</p>	For a) documentation of qualification for unemployment benefits, may include documentation of receipt of benefits.
	For b) i) documentation of a reduction in household income, incurred significant costs, or other financial hardship, and ii) a signed attestation.
	For c) documentation of an eviction notice, past due notice for rent or utility, or other allowed reasonable evidence of risk.

For details regarding which individuals to include in a household, please see the “Definition of a Household and Determining Household Size” section below.

Type and Use of Assistance Available

The Act requires a minimum of 90 percent of the total funds provided to Jefferson County must be used toward rent, utility and home energy costs, and other expenses related to housing incurred because of COVID-19, including internet. This includes delinquent and prospective payments which were due no earlier than March 13, 2020 and cannot to exceed a total of twelve (12) months (with an additional three [3] months, if necessary, to ensure housing stability). Delinquent rent must be cleared prior to prospective payments, and forward payments for prospective rents are limited to 3 months; additional assistance within the twelve (12) month cap requires a new request for assistance that includes a recertification of household income and eligibility.

Funds may only be used for the following costs for households obligated to pay rent on a residential dwelling for:

- Current month and future rent* not to exceed 90 days.
- Past due rents, including utilities and home energy costs that are covered by the landlord.
- Current month and future utility or home energy costs*^ not to exceed 90 days.
- Past due utility or home energy costs; and/or

- Other expenses related to housing, incurred directly or indirectly due to COVID-19, may include:
 - if a household has been temporarily or permanently displaced due to the COVID-19 outbreak: relocation expenses, which may include rental security deposits, and rental fees, which may include application or screening fees,
 - these expenses may also include reasonable accrued late fees (if not included in rental or utility arrears and if incurred due to COVID-19); and

Internet service that is provided to the rental unit (not to a cell phone or other mobile object). Internet service provided to a residence is related to housing and is in many cases a vital service that allows renters to engage in distance learning, telework, and telemedicine and obtain government services.

*Any past due amounts must be covered prior to assistance for current or future costs being approved.

^Utility or home energy costs include separately billed or itemized electricity, gas, water and sewer, trash removal and energy costs, such as propane and fuel oil, provided to the unit. Telephone, cable, and cell phone costs are not considered utility or home energy costs and are not eligible. Reasonable internet costs provided to the rental unit are allowable.

Ineligible Expenses

The Emergency Rental Assistance Program is designed to help renters stay in their homes and to ensure housing stability. Utility and home energy costs **do not** include telephone, cellular phone, cable, security or other non-heating or sanitation costs.

Mortgage costs are ineligible.

Period of Assistance

Funds may only be used for rent, utility and other eligible housing costs incurred due to COVID-19 beginning no earlier than March 13, 2020. Jefferson County, Alabama must spend all funds awarded by the Treasury by September 30, 2022. The U.S. Treasury has set a benchmark for expenditure of funds by September 30, 2021. Recipients who have obligated at least 65% of their funds may be eligible to receive additional funds reallocated by the U.S. Treasury.

Program Marketing and Outreach

Program marketing and outreach will be critical to program success and will be conducted by Jefferson County and its Community Partners. It may include:

- Public Service Announcement advertisements in media of general circulation
- Public Service Announcements through social media

- Public Service Announcements on local radio stations, including those targeted to specific audiences such as neighborhoods with concentrations of households that are non-English speaking audiences.
- Email blasts to advocacy groups representing the populations that do not exceed 80% Area Median Income
- Include program information inserts in water and/or utility bills.
- Hang fliers in ethnic markets and distribute informational pamphlets.
- Establish public facing webinars and other social platform “meetings” to provide information to targeted groups.
- Offer aide in filing for assistance options for Limited English Proficient individuals or residents with disabilities.
- Landlords of large low-income units
- WIC (Women, Infants, & Children) offices
- Include program information links on websites of agencies that provide assistance, such as SNAP or unemployment.
- Domestic violence services providers
- Homelessness services

Program Participation

Eligible applicants are those households, which are made up of one or more individuals, with incomes that do not exceed 80% Area Median Income, living in a rental residential property, and have been financially impacted due to the COVID-19 pandemic.

Property owners/landlords/property management firms must accept the terms of the program in order to participate and to receive the funds for the rental assistance. In order for a landlord/owner/property manager to receive the rent subsidy the landlord/owner/property manager will be required to comply with federal, state, and local governing law including:

- Verify the address of the rental unit.
- Verify the amount and percentage of monthly rent covered by the assistance.
- Verify the amount and percentage of any separately stated utility and home energy costs covered by the assistance.
- Verify the amount of rent and/or separately stated utility and home energy costs due to be paid is for rent, utility and home energy costs. Costs may include reasonable accrued late fees, penalties, and interest for rents owed.
- Provide the name and address of the landlord.
- Provide a Social Security number, tax identification number or DUNS number.
- Complete an IRS W-9 form; and
- Provide information for payment.

Applicant Eligibility Requirements and Documentation

To qualify for rental assistance, applications must reflect each program requirement which must be supported with verifiable documentation. Submission of an application does not guarantee financial assistance.

Eligible households are those households with 1 or more individuals who are obligated to pay rent on a residential dwelling located in the program area (within the boundaries of Jefferson County, Alabama but outside of the Birmingham city limits) and meet the following:

- One or more individuals in the household has qualified for unemployment benefits; or
- One or more individuals in the households has experienced a reduction in income, incurred significant costs, or experienced other financial hardship due to COVID-19; and
- One or more individuals in the household can show a risk of becoming homeless or having housing instability based on:
 - A past due notice for rent or utilities, or an eviction notice, or
 - Other evidence of risk; and
- The household's income is no more than 80 percent of the area median income for the Jefferson County as determined by the U.S. Department of Housing and Urban Development (HUD).

All applicants must provide photo identification, which may include a Driver's License, Passport, government issued ID card or school issued ID card.

Property Requirements and Obligation to Pay Rent

The property must be a residential dwelling and must be located in the program area, defined as within the boundaries of Jefferson County, Alabama but located outside of the Birmingham city limits. Residents of the City of Birmingham are encouraged to seek assistance through the City's Emergency Rental Assistance program.

Documentation Required to Demonstrate Obligation to Pay Rent

A copy of the lease or rental agreement will be required to show the applicant household is obligated to pay rent for the property. If an applicant does not have a copy of a signed lease or rental agreement, documentation of residence may include evidence of paying utilities for the residential unit, a written attestation from the verified owner or management agent of the unit, or other reasonable documentation such as proof of payment of rents prior to the requested assistance.

Documentation Required to Demonstrate Rental Amount Due

Applicants are to provide a copy of the residential lease, signed by the tenants and landlord. The majority of applications should include this documentation. If a lease or rental agreement is not available, the following documentation may be supplied to show the household has been living in and paying rents for the unit and evidence of the amount of a rental payment due:

- Copies of utility bills for the rental unit in the household's name,
- Evidence of rent payments made to the landlord (prior to the period of requested assistance) through copies of checks or receipts of rent paid,
- Bank statements,
- An eviction notice issued to the household,
- Notice of Demand for Payment for rents owed,
- Written attestation by a landlord who can be verified as the legitimate owner or management agent of the unit,
- Landlord ledger establishing past-due amount including dates of service for which there is an outstanding balance,
- Other documentation that reasonably established a pattern of paying rent, or
- Other reasonable documentation as established in the ERAP Guidelines, Jefferson County ERAP FAQ, or approve by Jefferson County in writing.

Documentation must show the amount due for each month for which assistance is requested. For outstanding payments due, documentation must show the months that are outstanding and the amount due for each month for which there is an outstanding balance.

Written Attestation: If an applicant is able to provide satisfactory evidence of residence but is unable to present adequate documentation of the amount of the rental obligation, applicants may provide a written attestation to support the payment of assistance up to a monthly maximum of 100% of the greater of the Fair Market Rent or the Small Area Fair Market Rent for the area in which the applicant resides consistent with the guidance in the "Fair Market Rent/Small Area Fair Market Rent" section below.

Subsidized Units

An eligible household that occupies a federally subsidized residential or mixed-use property may receive ERA assistance, provided that ERA funds are not applied to costs that have been or will be reimbursed under any other federal assistance. If an eligible household receives a monthly federal subsidy (e.g., a Housing Choice Voucher, Public Housing, or Project-Based Rental Assistance) and the tenant rent is adjusted according to changes in income, the renter household may receive ERA assistance for the tenant-owed portion of rent or utilities that is not subsidized.

Length of Residency

ERA funding is provided to assist households with housing costs they are unable to meet because of COVID-19 impacts. There is no minimum period of tenancy required in the housing unit.

Income Eligibility Determination

Applicants will be required to provide (1) a written attestation for all household income, and (2) to provide supporting documentation, such as paystubs, W-2s or other wage statements, tax filings, bank statements demonstrating regular income, or a written attestation from an employer. If the household's income was verified after January 1, 2020 by the administrator of a local, state, or federal assistance program, a certification from that program administrator stating the total household income (determined after January 1, 2020) is at or below 80 percent of the area median income may be accepted.

Applicants have the option to report **annual** household income (from all sources for all household members) for **calendar year 2020**, or total **monthly** income (from all sources for all household members) **at the time of application**.

Income will be the maximum gross household income is based on 80% Area Median Income (AMI) as defined by the U.S. Department of Housing and Urban Development (HUD). The maximum income limits based on household size are listed in the AMI table below.

Income Definitions

Applicants may report their income as total household **annual** income from all included sources (see below) for 2020, or as total household **monthly** income extrapolated to a 12 month period (for example, if two months of income is provided, the total income for the two month period should be multiplied by 6). If a household qualifies based on monthly income, the Community Partner may make a determination on the full assistance request in the application, if additional assistance is to be provided or is requested, the Community Partner must redetermine the household income eligibility every three months for the duration of assistance.

Annual Income

Annual income means all amounts (whether they are cash payments or not) which:

- Go to or on behalf of any member of the household, or
- Are anticipated to be received (including other assistance); and
- Are not excluded below.

Sources to be Included in Annual Income

ANNUAL INCOME INCLUDES ANY OF THE FOLLOWING:
Full gross amount (the amount before any deductions) of wages, salaries, overtime pay, commissions, fees, tips, bonuses, and other compensation for personal services for household members 18 years or older.
The net amount of a business, including a profession . While an allowance for depreciation of assets used in a business may be deducted, based on straight-line depreciation, any withdrawals of cash or assets from the operation of a business must be included in income (unless the withdrawal is reimbursement of cash or assets invested in the operation by the household).
Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital <u>indebtedness shall not be used as deductions in determining net income</u> . An allowance for depreciation is permitted, based on a straight-line depreciation. Any withdrawals of cash or assets from an investment will be included in income (unless the withdrawal is reimbursement of cash or assets invested in the asset, real or personal property by the household).
The full amount of Social Security, Department of Veterans Affairs, annuities, insurance policies, retirement funds, pensions, disability or death benefits , and other similar types of payments, including a lump-sum or prospective monthly amounts for the delayed start of a regular payment amount (except any deferred payments).
Unemployment and disability compensation, worker's compensation and severance pay (except lump-sum payouts)
Temporary Assistance for Needy Families (TANF) program amounts are included in annual income only to the extent such payments (except when the welfare assistance is specifically designed for shelter and utilities).
Alimony and child support payments, regular gifts or contributions from organizations or people not living in the rental unit.
All regular and/or special pay, and allowances for members of the Armed Forces (except special pay to a household member serving in the Armed Forces who is exposed to hostile fire).
Any financial assistance under section 8 programs, private sources, or institutions of higher education in excess of the amounts received for tuition and any other required fees and charges, but not educational loan proceeds.

Sources to be Excluded from Annual Income

EXCLUDED FROM HOUSEHOLD INCOME:
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- Income from children (including foster children) under the age of 18 years
- Earnings above \$480 for each full-time student 18 years old or older (excluding the head of household and spouse)
- Payments for the care of foster children
- Payments for the care of foster adults (usually persons with disabilities, unrelated to the household members who are unable to live alone)
- Lump sums payments for inheritances, insurance payments, capital gains and settlements for personal or property losses
- Adoption assistance payments above \$480 per adopted child
- Amounts received specifically to reimburse or pay the costs of medical expenses of any household member
- Income of a live-in aide
- The full amount of student financial assistance, either paid directly to the student or to the educational institution (except as stated above)
- Amounts received for participating in HUD training programs
- Amounts received by a person with a disability that are set aside for a Plan to Attain Self-Sufficiency (PASS) and not included in the calculations for Supplemental Social Income eligibility
- Deferred supplemental security income and Social Security benefits payments that are received in a lump sum, or in prospective monthly amounts, or any amounts that are deferred and received in a lump sum or in prospective monthly payments
- Funds for a participant in other publicly assisted programs specifically to cover out-of-pocket expenses incurred, such as special equipment, clothing, transportation, childcare, etc., and made solely to allow participation in a specific program
- Resident service stipends, not to exceed \$200 per month, for performing a service (such as fire patrol, lawn maintenance, resident initiative coordination, or serving on the PHA's governing board) for a PHA or owner on a part time basis, to enhance the quality of life in the development (cannot receive more than one stipend during the same period)
- Payments and benefits from participation in state or local employment training programs, and training of a household member as resident management staff (must be received under an employment training program with clearly defined goals and objectives for the period of training)
- Temporary, non-recurring or sporadic payments, including gifts
- State-agency paid amounts to offset the cost of services and equipment needed to allow a developmentally disabled family member to live at home
- Foreign government-paid reparation payments

Internal Revenue Service (IRS) Adjusted Gross Income

Since households may be made up of individuals that do not file federal income taxes on a single tax return, AGI of all household members must be combined to determine a household's total Adjusted Gross Income.

According to the IRS, Adjusted Gross Income (AGI) is defined as the *gross income* amount minus *adjustments* to income. *Gross income* includes wages, dividends, capital gains, business income, retirement distributions as well as other income. *Adjustments* to income include such items as educator expenses, student loan interest, alimony payments or contributions to a retirement account. Where adjustments are made, the AGI on a tax return may be lower than the gross income; it will never be higher.

Income Determination Documentation Requirements

All income for all household members over 18 must be documented. There are two options for reporting total household income at the time of application:

- The total **annual** household income from all included sources for all members for **calendar 2020** year; or
- The total **monthly** household income from all included sources for all members **at the time of application**, extrapolated to an annual income.

In both options, documentation must be provided to support the total household income. That includes:

Annual Income for 2020	Monthly Income at the Time of Application
W-2 and 1099 Earnings Statements for all jobs (full- or part-time, gig, etc.) for all household members aged 18 and older, for all jobs held in 2020*	Paystubs and any pay notifications for all income earned, including full- or part-time, gig economy, or other jobs for all earners in the household 18 and older, all jobs, covering a minimum 60 consecutive days and within 14 days of the application date.
Supplemental Income, including Rental Income, for 2020 (may use Schedule C of 1040) for all household members.	Rental, royalties, partnerships, or other Supplemental Income – quarterly balance sheet and Financial Report within 14 days of application
1099 Statements for Interest, dividends, and other net income from real or personal property. 1099 statements for any interest, dividends or other income earned during 2020 for all household members and all accounts*	Two most recent monthly (or most recent quarterly) asset statements showing interest earned, rental income, etc.; all household members and all accounts and properties within 14 days of application.
Unemployment compensation statements, including Federal Pandemic Unemployment Compensation, for all household members that received unemployment in 2020*	Notice of determination from Alabama Department of Labor for unemployment compensation and evidence of unemployment

	compensation payments for 60 consecutive days and within 14 days of application.
Retirement, Social Security, Veterans benefits, annuity, pension, disability, or insurance payment statements for any payments that are regular and periodic.	Retirement, Social Security, Veterans benefits, annuity, pension, disability, or insurance payments that are regular and periodic – most recent two monthly (or most recent quarterly) statements dated within 14 days of application.
Business income (net) or professional income (net) supported by annual balance sheet and financial statement for 2020.	Business income (net) or professional income (net) supported by balance sheet and financial statements covering a minimum of 60 consecutive days and within 14 days of application.
Child support and/or alimony supported by divorce decree and printout from District Attorney, Court, or other agencies.	Child support and/or alimony payments covering 60 days, supported by divorce decree and evidence of payment (bank statement), dated within 14 days of application.
Award Letters for public assistance, such as SNAP	Award Letters for public assistance, such as SNAP and evidence of payments for 60 consecutive days within 14 days of application
*All earners 18 or older may sign an IRS-4506-T at application in lieu of providing documents: a copy of the filed 2020 1040 Federal Income Tax Return will be obtained from IRS.	
NOTE: Income must be recertified each 90 days for any additional assistance requests	

Categorical Income Eligibility

If an applicant's household income has been verified at being at or below 80 percent of the Area Median Income in connection to a local, state, or federal assistance program (such as SNAP, Section 8, or HOME Tenant Based Rental Assistance), the household may provide a copy of the program income determination made after January 1, 2020 to be used for documentation of the household's income eligibility.

Area Median Income (AMI)

The AMI determination must be made based on the income determination and household size corresponding to the AMI table below.

Household income eligibility determinations will be made based the AMI table in effect at the time of application unless the household qualifies under a more recently published AMI table, in which case the more recently published table may be used.

Determining Household Size

A household includes one or more individuals obligated to pay rent on a residential property. All members living in the residence, regardless of a familial relationship, are to be included in

the household size. Children who are subject to a shared-custody agreement and lives with the residence at least 50 percent of the time are to be counted in the household.

Some persons that live in the residence are not to be counted as household members when determining household size or in calculating household income. This includes any members that are foster adults or children, live-in aides, and any children of live-in aides.

Area Median Income (AMI) Limits Table

FY 2021 Income Limit Area	Median Family Income Explanation	FY 2021 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Birmingham-Hoover, AL HUD Metro FMR Area	\$78,000	Very Low (50%) Income Limits (\$) Explanation	26,850	30,700	34,550	38,350	41,450	44,500	47,600	50,650
		Extremely Low Income Limits (\$)* Explanation	16,100	18,400	21,960	26,500	31,040	35,580	40,120	44,660
		Low (80%) Income Limits (\$) Explanation	42,950	49,100	55,250	61,350	66,300	71,200	76,100	81,000

Fiscal Year 2021 Income Limit calculation found under the heading of "Access Individual Median Family Income Areas" of <https://www.huduser.gov/portal/datasets/il.html>

COVID-19 Impacts

The household must provide evidence of a COVID-19 related economic impact such as loss of job, reduced hours, reduced tips, loss of opportunities such as grants or scholarships due to the higher education institution closing, costs of distance learning or work from home hard- or software, increased child-care, or medical expenses.

The household must provide a certification regarding the impacts and documentation that would be available to support the COVID-19 impact costs.

Documentation Required to Demonstrate COVID-19 Financial Hardship

One or more members of the household must have either:

- Qualified for unemployment benefits, or
- Experienced a reduction in income, incurred significant costs, or experienced other financial hardship due, directly, or indirectly, to the COVID-19 outbreak.

Documentation is required to demonstrate that one or more members of the household has qualified for unemployment benefits or experienced a reduction in income, incurred significant costs, or experienced other financial hardships due, directly, or indirectly, to the COVID-19 outbreak.

For applicants who are eligible based on qualifying for unemployment, documentation should demonstrate at least one member of the household qualified for unemployment benefits. This may be documented by a notice of approval for unemployment benefits, evidence of unemployment payment, or other relevant documentation. If such documentation is not available, a signed attestation by the application regarding the household member's qualification for unemployment benefits may be used only after all other alternative documentation options have been exhausted.

For applicants who are eligible based on having experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due, directly or indirectly, to COVID-19, the applicant must provide a signed attestation that one or more members of the household meets this condition. Applicants should also, whenever possible, provide supporting documentation such as notice from an employer of reduced hours, notice from an employer of termination, an attestation from an employer regarding a reduction in hours, pay or termination, paystubs demonstrating a reduction in pay, bank statements demonstrating regular income, or other similar supporting documents.

Documentation Required to Demonstrate Housing Instability or Risk of Homelessness

Eligible households must be at risk of experiencing homelessness or housing instability. A written attestation will be required to document a risk of experiencing homelessness or housing instability. The attestation should be accompanied by documentation that may include:

- A past due utility or rent notice or eviction notice, or
- Other evidence of risk as allowed in the ERAP Guidelines or the ERAP FAQs

An applicant will be considered to be at risk of experiencing homelessness if they meet the HUD definition of At Risk of Homelessness as defined in 24 CFR Part 576.2(1)(ii) and (iii), 576.2(2) and 576.2(3). Documentation that demonstrates that an applicant meets the listed HUD definition for risk of experiencing homelessness may include but is not limited to documentation of annual income below 30 percent of the median family income for the area, can provide evidence of living in a hotel or motel not paid by a charitable or government program, or is exiting a publicly funded institution. A signed attestation the documents the existence of any of the HUD defined risk factors may be used to meet this requirement.

If the documentation options provided for above cannot be met, a narrative explanation of the risk of experiencing housing instability must be provided and included with the signed attestation.

Landlord Application on Behalf of Household

A landlord/owner/property manager of a rental property may apply for rental assistance on behalf of the tenant. In order to do so, the landlord/owner/property manager must:

- Obtain the tenant's signature on the application, which may be documented electronically.
- Provide documentation of the application to the tenant; and
- Use any payments from the application to satisfy the tenant's rental obligations.

Applications for assistance will not be processed unless they are complete, including all necessary documentation to verify eligibility based on income and impact.

Landlord/Owner Participation

Landlords, owners, or property management firms must certify the following:

- Confirmation that the owner/landlord does not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with this ERAP Grant Agreement.
- Confirmation that the owner/landlord/property manager makes determination of renting to households without regard to actual or perceived sexual orientation, gender identify, or marital status.
- The owner/landlord/property manager certifies they comply with the Violence Against Women Act, as amended.
- Confirmation that Section 504 prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance apply.
- Certification that the owner/landlord/property manager complies with the Age Discrimination Act of 1975 prohibiting discrimination on the basis of age in programs or activities covered with federal assistance.
- Certification that the owner/landlord/property manager complies with the Americans with Disabilities Act of 1990 prohibiting discrimination on the basis of disability under programs, or activities, and services provided or made available by state and local governments or agencies.

Additionally, owners/landlords must confirm the following information:

- Household information.
- Property information.
- Terms of the lease, including period of tenancy, rental amounts, whether utilities are included or are billed separately or are the household's responsibility.
- Amount of rent past due and the associated period.
- Amount of rent due and the associated period not to exceed 90 days.
- Amount of utilities past due, if due separately, and the associated period;
- Amount of utilities due, if due separately and the associated period not to exceed 90 days;
- Acknowledgement that if the rents and/or separately billed utilities are for current and future rents, that all past due and arrears rent and/or utility costs have been cleared (or will be with the assistance being provided).
- Acknowledgement that any payments received shall satisfy the tenant's rental obligations for the associated periods covered by the assistance.
- Signed attestation that confirms no other funds have covered the rents and/or utilities for the associated periods.
- W-9 statement; and
- Payment information.

The landlord will be required to meet all requirements necessary to set up a payment.

Utilities, Home Energy Costs and Required Documentation

Utilities and home energy costs are those costs for electricity, gas, water, sewer, trash removal, recycling, and energy costs such as fuel oil are eligible utility and home energy costs that are:

- Separately charged,
- The responsibility of the tenant household, and
- Related to the rental property.

All payments for utilities and home energy costs must be supported by a bill or invoice for the utility or home energy services at the rental unit. For utility arrears, documentation must demonstrate the total amount due including the amounts for each month of service. Utilities and home energy costs that are paid by the landlord are considered rent.

Telephone, cable, and cell phone costs are not considered utility or home energy costs and are not eligible for Emergency Rental Assistance.

Other Expenses Related to Housing and Required Documentation

The Act allows “other expenses related to housing incurred due, directly or indirectly, to the COVID-19 outbreak.” Jefferson County, Alabama has defined these costs as:

- Reasonable late fees that have accrued,
- Internet service provided to the rental unit,
- Relocation expenses if a household has been temporarily or permanently displaced due to COVID-19 such as rental fees, application or screening fees, reasonably accrued fees and any other expense allowed by the U.S. Treasury,
- Reasonable security deposit fees if a household has been temporarily or permanently displaced due to COVID-19, not to exceed 2 months of rent and inclusive of reasonable associated costs such as animal deposits, and
- Reasonable reconnection fees if a utility service has been discontinued.

All payments for housing-related expenses must be supported by documentary evidence such as a bill, invoice, or evidence of payment to the provider of the service. Documentation must show amounts by month of service or due date.

Duplication of Benefits

A duplication of benefits occurs when a household receives assistance from more than one source for the same purpose, or when the total assistance is greater than the need. Costs for rent, utility and/or housing expenses may only be covered with one source. Applicants' must disclose any other assistance from any other sources to cover the rent, utility and/or housing expenses submitted in the application for Emergency Rental Assistance Program will have their award adjusted if any other assistance for the rent, utility or housing costs have been provided. All duplications of benefits are subject to repayment to the County.

All implementing entities must check for duplicate assistance in the Homeless Management Information System (HMIS) prior to issuing payment and must input award information into HMIS prior to disbursement of funds.

Program Implementation

Jefferson County has elected to engage select Community Partners to undertake the implementation of Jefferson County's Emergency Rental Assistance Program. These Community Partners are non-profit organizations selected for their experience and knowledge implementing federal rental assistance programs and capacity for quickly and efficiently implementing this emergency program. All participating Community Partners are responsible for the implementation of Jefferson County's Emergency Rental Assistance Program consistent with their Subrecipient Agreements, all federal requirements, and the Program Guidelines.

The Community Partners will:

- Conduct outreach and communications to notify the public of the program,
- Conduct application intake and case management,
- Conduct duplication of benefits check via HMIS,
- Make award determinations based on program requirements,
- Issue payments to landlords and utility companies based on the award determinations,
- Issues 1099s to payees at the end of the year,
- Provide monthly reporting to Jefferson County consistent with the program reporting requirements, and
- Participate in regular monitoring and compliance activities.

Application Intake and Submission

When a household contacts a Community Partner, a case manager will assess household eligibility and provide information for applying for assistance. Applications will be accepted and processed in person/over the phone/by mail/via a drop box.

The Community Partners will conduct application intake including:

- Accept applications, release of information for HMIS, and signed attestations,
- Collect required documentation,
- Validate applications to identify duplicates (which will require investigation).
- Provide secure communications between applicants and the Case Managers.
- Integrate landlord applications into tenant applications.

Collect required information and documentation from landlords and utility companies, including payment details.

Community Partners must verify that the rental property addresses is within the program area, defined as within the boundaries of Jefferson County, Alabama but located outside of the Birmingham city limits. Addresses verification should be conducted using one of the two the publicly available property look-ups tools:

1. For single family homes, use the Jefferson County property tax website at:
<https://eringcapture.jccal.org/caportal/>

- a. Follow the link to “Search your Real Property,” select “Address” and enter the property address and check the resulting report for the “MUNICIPALITY”. Properties listed as BIRMINGHAM are ineligible for the program. Renters in all other municipalities and “COUNTY” (unincorporated Jefferson County) are eligible. Addresses outside the County boundary do not return search results.
2. For apartments and large multi-family units, use the Jefferson County Municipality Look-up website at: <https://jeffco-al.maps.arcgis.com/apps/View/index.html?appid=8f31c69f27e740659c3a3824ee13ec62>
 - a. Enter the property address in the search bar, then click on the resulting dot to select the parcel. Confirm the address in the “Property Information” window in the upper right-hand corner, click the arrow right. The second page will specify the corresponding city name or “Unincorporated” for areas of unincorporated Jefferson County. Property Information for properties outside the County will list the county name.

Jefferson County will provide technical support as needed to validate address for which the eligibility is difficult to determine. For technical assistance, contact Nathan Salter at 205-325-5761 ext. 1908 or by email at Saltern@iccal.org.

Process for Accepting Applications and Processing Prioritization

Priority of Assistance

All interested applicants are encouraged to apply; the priority of assistance is not intended to discourage or prevent households from applying for the Emergency Rental Assistance.

Applications will be reviewed, and assistance will be prioritized based on the following:

Primary Priority - Under 50% AMI/Unemployed Priority

- I) Households with income that does not exceed 50 percent of the area median income for the household size as determined by the U.S. Department of Housing and Urban Development (HUD); or
- II) Households where 1 or more individuals of the household is/are unemployed at the time of application and has/have not been employed for 90 days prior to the application date.

Secondary Priority - 50% - 80% AMI COVID-19 Impacted Priority

- I) Households that meet the program eligibility requirements not included in the Primary Priority. This including households with income that does not exceed 80 percent of the area median income for the household size as determined by HUD; and 1 or members of the household has/have:
 - i) Qualified for unemployment benefits within the past year, or
 - ii) Experienced a reduction in income within the past year, or

- iii) Incurred significant costs or experienced other financial hardship due to COVID-19; or
- iv) Can demonstrate a risk of experiencing homelessness or housing instability which include:
 - a) a past due notice for rent or utilities, or an eviction notice.
 - c) other allowable evidence of such risk.

Applications will be batched into monthly cycles. For each cycle, reviews will prioritize all applications for households meeting the **Under 50% AMI/Unemployed Priority ("Primary Priority")**. All Primary Priority applications will be prioritized for review ahead of all **"Secondary Priority" (50%-80% AMI COVID-19 Impacted Priority)** applicants regardless of the point in the cycle that they arrive. The Secondary Priority applications for the cycle will be reviewed next. All applications received during the cycle will be reviewed prior to review of the next batch of applications, which will follow the same prioritization procedure.

Application Processing and Termination for Inaction

Due to the volume of applications, only completed applications will be reviewed. Completed applications will be reviewed on a first come/first served basis. Funds will only be awarded to complete applications; funds will not be held or set aside for incomplete applications.

Requests to applicants for clarification, documentation, or other needed information must be returned within 10 business days; failure to provide the needed information or documentation within the 10 business days will result in the application being terminated due to non-action and the application being incomplete.

Fair Market Rent / Small Area Fair Market Rent

The U.S. Department of Housing and Urban Development (HUD) annually estimates Fair Market Rents (FMR) for Office of Management and Budget (OMB) defined metropolitan areas, some HUD defined subdivisions of OMB metropolitan areas and each nonmetropolitan county. The FMRs are used to determine payment standard amounts for rental units subsidized by HUD programs.

Small Area Fair Market Rents (SAFMRs) are FMRs calculated for ZIP Codes within Metropolitan Areas and are required to be used to set Section 8 Housing Choice Voucher payment standards in areas designated by HUD.

The FMR or SAFMRs will be used to determine the maximum monthly amount of rental assistance to be provided if a family is not able to provide a copy of a signed lease/rental agreement or satisfactory documentation to show the amount of rent paid for the unit.

Such assistance may only be provided for three months at a time. A grantee must obtain evidence of rent owed consistent with the above after three months in order to provide further assistance to such a household; Treasury expects that in most cases the household would be able to provide documentation of the amount of the rental obligation in any applications for further assistance.

FMRs can be found at: <https://www.huduser.gov/portal/datasets/fmr.html>

SAFMRs can be found at: <https://www.huduser.gov/portal/datasets/fmr/smallarea/index.html>

Duplication of Benefits

Community Partners will be responsible for ensuring there is no duplication of benefits of funds. Upon identification of a duplication of benefit, the Community Partner shall immediately refund to the County all duplicated amounts paid by the County. Community Partners must obtain a certification from applicants that they have not and will not receive funding from other sources to pay for the expenses covered by the Program (this applies to the specific bill(s) paid not the class of expense – e.g. if an applicant receive Program assistance for July and August rent they cannot receive funds from other sources for those July and August rent expenses but they could receive assistance though another source for the months before or after July and August).

Community Partners are required to certify that they have not received funding from other sources for the same purpose. Records must be kept and made available upon request that outline the Community Partners' sources and uses of funds and documentation of expenses for five years beyond the contract close date. Community Partners must verify that any balance is actually outstanding with the utility provider, landlord, or provider of other eligible costs prior to payment.

A Duplication of Benefits check must be conducted by the Community Partners for each application via the Homeless Management Information System (HMIS) and the eligible award amount must be reduced based on any payments already made to cover the requested expenses. The Community Partners must enter award amounts into HMIS to ensure applicants do not later receive funds that would constitute a duplication of benefits.

Community Partners must also cross-reference the beneficiary list from the Alabama Housing Finance Authority (AHFA) to verify applicants did not receive funds from the State Emergency Rental Assistance Program.

Jefferson County and the City of Birmingham, in an effort to preclude any duplication of benefits and consistent with the geographies used by the U.S. Treasury to award ERAP funds, have agreed to limit eligibility for their respective programs based on the location of the rental property. Residents whose rental units are within the Birmingham city limits will only be

eligible for the City's program. Residents whose rental units are within Jefferson County but outside of the Birmingham city limits are only eligible for the Jefferson County program. Residents whose rental units are in any of the other (non-Birmingham) municipalities in Jefferson County are only eligible for the Jefferson County program.

Determination of Assistance Award Amount

Once all required information and documentation has been received from the applicant, landlord and other sources, and the review processes have been completed, the application request will be assessed for compliance to the program criteria and a determination for award will be completed. Results of the determination include fully approved, approved with modifications, or denial.

Upon completion of all eligibility criteria review processes, the amount of assistance will be calculated. The total amount requested will be adjusted, if necessary, based on the verified total rents, utilities, and/or housing costs outstanding. This total amount will be reduced by any other program or assistance for the same costs. The final award amount will be recorded as the maximum grant to be provided to the household.

Applicants will be notified of the determination results. Approved applications, both those requests that are fully awarded and awarded with modifications (typically a reduction in assistance) will move to the Grant Agreement process.

Applicants that receive a denial decision will be notified in writing and mailed to the applicant at the address on file and provided electronically via email (if provided in the application) to ensure timely communication.

Applicants that receive either a modified award or a denial may appeal their decision, if documentation supporting the eligibility of the request is available (see below). All applicants must be notified of the option to appeal.

Payment of Awarded Funds

Once an award determination has been made, the applicant will be notified of the determination, including the award amount. Applicants must sign a Grant Agreement prior to the disbursement of funds to the entity to which funds are due (e.g. landlord or utility company, but not to the applicant). The Grant Agreement must include:

- Description of the assistance provided including the months covered, assistance types (e.g. rent, electricity), and assistance amounts by type and month,

- Certification that all information is true, correct and fully disclosed in the application,
- Certification that all household members and all income has been disclosed,
- Acknowledgement that false statements or false claims or fraudulent claims may result in legal action,
- Agreement that Jefferson County, the County's Auditor (or their designee), and the Treasury's Office of Inspector General shall be entitled to access, review and audit any records necessary to prevent fraud and/or ensure compliance with federal requirements.
- Agree to make any records relevant to the application available upon request; and
- Certify that no one in the household has received and will not receive any payments or other assistance from a federal agency or any other public or private source for rental or utility and home energy costs for the periods covered by this ERAP Grant Agreement other than those disclosed in the application for assistance.

Payment must be made to the entity to which payment is due. Rent and approved rental fees may only be paid directly to the landlord/owner/property manager. Utility assistance may only be paid directly to the utility provider. Payments for internet service to the residential unit will only be paid to the internet service provider. Payments will only be made for costs that meet the documentation requirements set forth in this document.

Payments may not be made to the applicant.

Status and Termination

During the process, applicants will have the ability to check the status of their applications by calling or emailing the Community Partner to which the application was submitted.

Applicants may withdraw their application at any time prior to payment being made to a landlord or utility or home energy provider.

Appeals Process

Program participants will be notified of their award and will be required to sign a Grant Agreement. If an applicant is denied assistance, a written denial letter will be sent to the applicant listing the reason(s) for denial.

Applicants and program participants have the opportunity to appeal an Emergency Rental Assistance Program decision regarding eligibility, the amount of assistance that has been awarded, the eligibility of costs, or any decision or action made. The first appeal must be

submitted to the Community Partner in writing and reviewed by a supervisor. A written response to the first appeal should be sent by the Community Partner within 5 business days. An applicant may file a final appeal with the Jefferson County Community Service & Workforce Development (CS&WD) Director in writing and a written response to the appeal should be provided within 10 business days. Final Appeals determinations will be made by the CS&WD Director. All appeals determinations made by the County are final.

All appeals must be made within 14 days of the date of the award or denial letter.

Community Partners should provide for appeals submissions consistent with their application intake options, accounting for the fact that appeals must be submitted in writing.

The final appeal must be submitted in writing via email to JeffcoERAPAppeal@jccal.org or mailed and must include supporting documentation. The County will accept written appeals with supporting documentation by mail sent to:

Jefferson County
ATTN: Nathan Salter
716 Richard Arrington Jr. Blvd. North
Suite A-430
Birmingham, AL 35203

It is important to understand that the criteria for eligibility, the amount of assistance, or the eligibility of costs will not be waived or modified; appeals must support how the applicant household meets these criteria and program requirements.

If an applicant is successful in their appeal, their ability to receive assistance will depend on whether ERA funds are available on the date of the appeal decision. A successful appeal does not guarantee receipt of assistance.

Fair Housing

Jefferson County, Alabama is committed to ensuring all individuals of similar income levels equal access to Jefferson County, Alabama's programs, regardless of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, familial status, gender identity or sexual orientation.

Jefferson County, Alabama's fair housing policy incorporates the requirements of the Fair Housing Act, Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendment Act of 1988 (Fair Housing Act), as well as the Alabama Fair Housing Laws. Housing

providers should endure that admissions, occupancy, marketing, and operating procedures comply with non-discrimination requirements.

In part, the Fair Housing Act makes it unlawful, because of protected class status, to:

- Discriminate in the selection/acceptance of applicants in the rental of housing units.
- Discriminate in terms, conditions, or privileges of the rental of a dwelling unit or services or facilities.
- Engage in any conduct relating to the provision of housing that otherwise makes unavailable or denies the rental of a dwelling unit.
- Make, print, or publish (or cause to make, print or publish) notices, statement or advertisements that indicate preferences or limitations based on protected class status.
- Represent a dwelling is not available when in fact it is available.
- Deny access to, or membership or participation in, associations or other service organizations or facilities relating to the business of renting a dwelling or discriminate in the terms or conditions of membership or participation; or
- Engage in harassment or quid pro quo negotiations related to the rental of a dwelling unit.

Jefferson County, Alabama has a commitment to fair housing for individuals with disabilities by promoting the accessibility requirement set out in the Fair Housing Act, which establish design and construction mandates for covered multifamily dwellings and requires housing providers to make reasonable accommodations and to allow persons with disabilities to make reasonable modifications.

As a condition of the ERA program funding through Jefferson County, Alabama, housing providers are not permitted to refuse to lease a unit to, or discriminate against, a prospective resident solely because the prospective resident has a Housing Choice Voucher or other form of tenant-based rental assistance.

Language Access

All application, marketing electronic interface, and printed materials will be translated into English and Spanish. Application intake services are also available in these languages. Applicants needing an alternative language may request assistance by contacting Nathan Salter, Jefferson County Grants Administrator, at 205-325-5761 ext. 1908 or by email at Saltern@jccal.org.

Confidentiality

All implementing entities, including all Community Partners, Jefferson County, and any other entities engaged to implement ERAP, must comply with all confidentiality requirements, including those in section 501(g)(4) of Division N of the Consolidated Appropriations Act regarding data privacy and security.

All implementing entities must establish policies and procedures to protect the privacy of individuals and households, including measure to ensure that any personally identifiable information of individuals is collected and used only for the purpose of validating identities and eligibility and for the purpose of submitting reports as required in the Consolidated Act, 2021.

All implementing entities must have confidentiality protections in place to securely hold all data and information gathered from and about individuals and applicant household members who are survivors of intimate partner violence, sexual assault, or stalking.

The Confidentiality procedures include and are applicable to printed documents, written materials, text messages, chat platforms, and oral communication via telephone, electronic meetings such as Zoom, WebEx, GoToMeetings, Teams, etc., or in person.

- In order to protect confidentiality, electronic files must be password protected and all paper copy documentation, including correspondence, applications, grant agreements or other information regarding the ERAP participants must be kept in a locked file cabinet.

Each implementing entity is required to (1) establish data privacy and security requirements with appropriate measures to ensure the protection of the privacy of the individuals and households, (2) provide that the information collected, including any personally identifiable information, is collected and used only for submitting reports to the federal government, and (3) provide confidentiality protections for data collected about any individuals who are survivors of intimate partner violence, sexual assault or stalking.

Information regarding ERAP applicants, participants, or former participants, including the fact that they are/were or are not/were not connected to the program may not be given to any individual or public or private organization except:

- Participating ERAP agencies or organizations with an executed Subrecipient Agreement, Contract or Memorandum of Understanding with the Jefferson County, Alabama ERAP and in accordance with the Release of Information signed by each ERAP applicant as part of their application.

- Other individuals or agencies when the ERAP applicant/participant/former applicant has signed a specific, time-limited authorization for information to be released.

Monthly Reporting

Community Partners will track, retain, and report all information as required by the U.S. Treasury and Treasury OIG to Jefferson County on a monthly basis. All monthly reports shall be submitted by the 15th day of the month following the month being reported. Failure to submit these reports may result in the loss of funds.

Monthly reports must be emailed to (all):

Justin Smith: SmithJD@jccal.org

Walter Jackson: JacksonW@jccal.org

Frederick Hamilton: Hamiltonf@jccal.org

Octavia Henry: HenryO@jccal.org

Nathan Salter: SalternN@jccal.org

Reporting must include the total number of applicants received, the number of eligible households approved for assistance, the number of households for whom assistance was paid; the rate of approval for assistance; the number of applicants whose income is calculated based on a self-certification of income; the type of assistance provided to each household; the average amount of funding provided per eligible household receiving assistance; the income levels broken out at levels of 1) up to 30% AMI, 2) between 30% and 50% AMI, and 3) between 50% and 80% AMI; and the average number of payments (for rent or utilities) covered by the assistance a household receives.

Disaggregated information relating to households assisted will also be required to be reported, which includes gender, race, and the ethnicity of the individual household member applying for assistance.

It is important to note that the U.S. Department of the Treasury's Secretary may require full and unredacted information, including personally identifiable information, for statistical research purposes and may collect and make available information collected at the census tract level.

Reported information must include but is not limited to the items listed here. Additional reporting requirements may be added as required for successful program implementation and as defined by the U.S. Treasury and Treasury OIG.

- Address of the rental unit;

- For landlords and utility providers, the name, address, and Social Security number, tax identification number or DUNS number;
- Amount and percentage of monthly rent covered by ERA assistance;
- Amount and percentage of separately stated utility and home energy costs covered by ERA assistance;
- Total amount of each type of assistance provided to each household (*i.e.*, rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing incurred due directly or indirectly to the COVID-19 outbreak);
- Amount of outstanding rental arrears for each household;
- Number of months of rental payments and number of months of utility or home energy cost payments for which ERA assistance is provided;
- Household income and number of individuals in the household; and
- Gender, race, and ethnicity of the primary applicant for assistance.
- Grantees should also collect information as to the number of applications received in order to be able to report to Treasury the acceptance rate of applicants for assistance.

Recordkeeping and Data Collection

Implementing entities must keep records of all applications, decisions made, and assistance provided to participants using their recordkeeping system.

Information must be kept regarding applicants, their status, decisions regarding assistance, amounts of assistance including the type (rent, utilities, etc.), the periods of assistance, and total awards amounts, as well as information regarding those applicants that were not assisted due to withdrawal, termination for non-action, denial, or any other reason.

ERAP records may include but are not limited to the following:

- General ledger and subsidiary ledgers used to account for
 - (a) the receipt of Consolidated Act, 2021 payments and
 - (b) the disbursements from such payments to meet eligible expenses related to the Emergency Rental Assistance Program and the public health emergency due to COVID-19.
- Budget records for 2020, 2021 and, if ERAP payments occurred past December 31, 2021, the records for 2022.
- Payroll, time records, human resource records to support costs incurred for payroll expenses related to administering the ERAP.
- Receipts of all costs related to marketing, administering, implementing, and closing out the ERAP.

- Contracts and subcontracts entered into using Consolidated Act, 2021 payments and all documents related to such contracts.
- Grant agreements and grant subaward agreements entered into using Consolidated Act, 2021 payments and all documents related to such awards.
- All documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipient and subrecipients.
- All documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards.
- All internal and external email/electronic communications related to use of Consolidated Act, 2021 payments.
- All investigative files and inquiry reports involving Consolidated Act, 2021 payments; and
- All correspondence related to applications, program design and implementation, reporting, or any other program related items.

All records associated with the ERAP shall be maintained for a period of seven (7) years after final payment is made using Consolidated Act, 2021 funds. These record retention requirements are applicable to all U. S. Treasury recipients, their grantees and subgrant recipients, contractors, and other levels of government that received Consolidated Act, 2021 payments from U. S. Treasury recipients.

Treasury's Office of Inspector General may require the collection of additional information in order to fulfill its oversight and monitoring requirements. Treasury will provide additional information regarding reporting to Treasury at a future date.

Monitoring

All Emergency Rental Assistance Program funds are subject to monitoring by Jefferson County and its designees in accordance with Jefferson County Emergency Rental Assistance Program Monitoring Plan and Schedule. The monitoring plan provides a framework to review the progress of prime recipients, subrecipients, direct grantees, contracted vendors, etc., and determine where follow up or outreach is needed.

Monitoring objectives include:

- Fraud prevention and mismanagement of funds.
- Confirmation and validation of proper programmatic record retention relative to spending.
- Ensuring funds are used in accordance with the federal guidance, ERAP eligibility requirements, and Jefferson County specific requirements.
- Confirmation program or project objectives were achieved.

Monitoring activities will include the following:

1. Assessment of high-risk program or project activity
2. Regular monitoring calls between Jefferson County and the Community Partners
3. Compliance check including review of ledger, invoices, sample files and expenditure summary reports, due to County monthly
4. Documentation of monitoring findings
5. Determination and communication of corrective actions
6. Final expenditure report (within 30 days of final payment utilizing grant funds)
7. Grant closeout report (within 60 days of final payment utilizing grant funds)

Community Partners must provide, that all activities are conducted in a positive and nurturing environment.

Conflicts of Interest

A conflict of interest occurs when a person is in a position to receive personal benefit from actions they take or decisions they make in their official capacity. A conflict of interest may be either an actual conflict or may be a perceived conflict of interest. It is possible for a potential or perceived conflict of interest exist even if no unethical, improper, or illegal act results from the conflict.

An individual may have a conflict of interest in any situation where one's judgment, actions, or non-action could be interpreted to be influenced by something that would benefit them directly or through indirect gain to a friend, relative, acquaintance or business or organization with which they are involved.

The rule is that no persons described below who exercise decision making, have exercised responsibilities with respect with the ERA program, or who are in a position to participate in decision-making may obtain a financial interest or benefit, or have a financial interest in any contract, subcontract, or agreement with respect with the ERA program, either for themselves or with those with whom they have business or immediate family ties during their tenure.

Conflict of interest requirements apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of Jefferson County, Alabama or any designated public agency, or subrecipients that are receive funds under the ERA program.

Any potential or actual conflicts of interest may be reported immediately to the County Manager's Office, Jefferson County, Alabama.

Fraud

Fraud is an illegal act of intentional deception or misrepresentation used to benefit oneself or others. Fraud includes but is not limited to false representations of material fact, false or

misleading statements, or the concealment of something that should have been disclosed, which deceives and is intended to deceive.

Fraud and abuse of the ERAP funds may be result of:

- Unauthorized access to sensitive information.
- Filing false applications or claims.
- Providing false statements to obtain assistance funds.
- Diversion of benefit proceeds.
- Forgery.
- Promised services not delivered, and/or
- Misuse and mismanagement of the funds.

Data must be analyzed to reveal trends, relationships, and correlations between the data that can identify ongoing fraud and abuse of funds.

Any person or entity (including its employees and affiliates) that enters into an agreement with Jefferson County, Alabama that witnesses, discovers evidence of, receives a report from another source, or has other reasonable basis to suspect that fraud, misuse of funds or embezzlement has occurred must immediately make a report through the following channels:

- Nathan Salter, Jefferson County Grants Administrator, by email at Saltern@jccal.org, or by phone at 205-325-5761 ext. 1908
- Frederick L. Hamilton, Jefferson County CECD/EDFP Director, by email at hamiltonf@jccal.org, or by phone at 205-325-5785
- Justin Smith, Assistant to the Jefferson County Manager, by email at smithjd@jccal.org, or by phone at 205-731-2880
- The Treasury Office of Inspector General hotline at 800-359-3898

Individual filing a complaint may request the complaint to be handled confidentially if they believe disclosing their identity may create a hardship or place them in danger. If confidentiality is elected, it is suggested but not required to provide as much contact information as they are comfortable if additional details are needed. Filing an anonymous complaint may limit the ability of conducting a complete investigation.

Disbursement Schedule and Reconciliation of Funds

Disbursement 1 (Advance): Issued by Jefferson County to Community Partners following Jefferson County's receipt of the signed contract, Community Partners submission of completed Risk assessment Form Part A, and completion of Risk Assessment Form Part B by Jefferson County.

Funds must be maintained in a dedicated bank account with the account statement submitted monthly. Subsequent disbursements for direct service reimbursements, excluding administrative reimbursements, must be deposited into this account. Advance funds are to be used as working capital to fund the assistance provided to beneficiaries. These funds are not to be used to float the upfront administrative costs of the program.

Subsequent Disbursements: (Reimbursement): issued by Jefferson County to the Community Partners on a reimbursement basis. The Community Partners may submit requests for reimbursement at any time for review and approval by the County for eligible expenses incurred within the agreement period. All requests for reimbursement shall be submitted with supporting documentation such as invoices, receipts, bills, method of calculating charges and other documentation needed to support the reimbursement request. Supportive documentation shall be submitted together with reimbursement forms in the format as required by the County. Each request for reimbursement form must have an original signature. Reimbursement shall be payable upon receipt pending the review and approval by the Jefferson County Office of Community Services and Workforce Development. Administrative costs will be paid at a rate not to exceed 8.5% of the total disbursed program funds.

Any changes in the above listed budget items must be approved in writing by the County in advance of expenditure of funds by the Community Partner. No work performed pursuant to this Agreement shall be contracted to any other person, organization, consultant, or corporation without prior written approval by the County.

Operation expenditures such as equipment purchases shall be limited to purchases that are less than \$1,000 unless approved by the County.

All funds must be expended before September 30, 2021. Disbursement will be based on Jefferson County's determination of satisfactory compliance with program requirements and consistent with documentation requirements. When and how funds will be released will be at the County's discretion based on the outcome of monitoring and compliance efforts.

Community Partners will request, on a minimum of a monthly basis, reimbursement for funds expended by the 1st business day of each month. Reimbursement requests should not be submitted more than once weekly. Community Partners should submit their first request on or before the 1st business day of the month following the first full month the contract is in effect. Reimbursement requests and supporting documentation should be submitted electronically with a hard copy submitted to the following:

Email copies to:

Frederick Hamilton: Hamiltonf@jccal.org

Octavia Henry: HenryO@jccal.org

Nathan Salter: SalternN@jccal.org

And mail a hard copy to:

Department of Community Services and Workforce Development
Grants Administrator
716 Richard Arrington Jr. Blvd. North, Suite A430
Birmingham, AL 35203

Community Partners will be required to report a reconciliation of all funds and any cash on hand at the end of the program performance period, as established in the contract, and are required to return funds not used for allowable costs to Jefferson County no later than 30 days after identification by the Community Partner or Jefferson County.

Allowable Administration and Project Delivery Costs

Total Allowable Administration and Project Delivery cost are capped as noted in the contract and will be available for reimbursement at 8.5% of the value of Disbursed Direct Assistance. Disbursed Direct Assistance is the total value of assistance disbursed by the Community Partner to pay the outstanding balance due on behalf of beneficiaries.

Administration and project delivery costs include direct administrative expenses such as payroll costs for employee time spent on program implementation and administration, as well as supplies and materials dedicated to the Program. Administrative and Project Delivery costs will be reimbursed based on actual eligible costs incurred and documented.

JEFFERSON COUNTY
CONTRACT COVER SHEET

Originating Department:	Department of Community Services and Workforce Development		BID:No	
Department Contact	Frederick Hamilton,		Phone Number:	
Contract Info#: 7205	Contract Name/ID: Neighborhood Housing Services of Birmingham Emergency Rental Assistance Program (ERAP)/7205		Amount: \$2,000,000.00	
Date Start: 05/6/21	Contract Type: Expenditure			
Date End: 12/31/21				
CANCELLATION TERMS:	30 Days cancellation clause			
Funding Sources	Org Code:	Object:		Grant Number:
For Expenditures:	Original Budget: \$13,502,418	Current Remaining: \$13,502,418		After Execution: \$11,502,418
Contractor:	Neighborhood Housing Services of Birmingham			
Remittance Address:	601 19 th Street North, Birmingham, Alabama 35203			
Taxpayer ID#	N/A		Vendor ID# N/A	
Dept Contact Person:	Nathan Salter	Email :	saltern@jccal.org	Phone : 205-325-5761
Contractor Contact Person:	Kelleigh Gamble	Email :	kelleigh@nhsbham.org	Phone : 205-328-4292
Contract Description:	Resolution authorizing the Commission President to execute an Emergency Rental Assistance Program agreement with Neighborhood Housing Services of Birmingham, Inc. for emergency payment assistance programming. The amount of the agreement will not exceed \$2,000,000.00 and the funds will come from the Emergency Rental Assistance Program funds. These costs will be paid with Federal funds.			
BID/RFP Number (if item/service was not bid, give detailed explanation)	N/A			
Payment Terms:	Per contract terms.			

Resolution

WHEREAS, The Emergency Rental Assistance Program was established by section 501 of Division N of the Consolidated Appropriations Act, 2021 (Act). The Act allocated \$25 billion to the U. S. Department of the Treasury (Treasury) to provide funds directly to states, territories, local governments, and Indian tribes for households that are unable to pay their rent and utilities due to the financial impacts of the COVID-19 pandemic.; and

WHEREAS, Jefferson County, Alabama received \$13,502,418 for the Emergency Rental Assistance Program under the Consolidated Appropriations Act, 2021. And

WHEREAS, Emergency Rental Assistance Program (ERAP) provides emergency financial assistance grants for rent, utility and home energy, and other expense related to housing to eligible individuals and households that have been economically impacted during the COVID-19 pandemic through job loss, furlough or reduction in hours or pay, or increased expenses, residing in eligible areas of the County of Jefferson, Alabama; and

WHEREAS, Emergency grants for rental and/or utility payments are made on behalf of an eligible applicant household, without a prescribed limit per month for a period of up to twelve (12) months, to maintain stable housing and/or to reduce rental or utility payment delinquencies as a result of the economic downturn during the COVID-19 pandemic. Households may request, if needed for housing stability, an additional three (3) months assistance if funding is available. Household assistance may not exceed fifteen (15) months for rent, rental arrears, and prospective rent; and

NOW, THEREFORE, BE IT RESOLVED by the County Commission that the President is authorized, directed and empowered to execute the contract agreement between Jefferson County, Alabama and Neighborhood Housing Services of Birmingham, Inc. for the Emergency Rental Assistance Program. The amount of the agreement will not exceed Two Million and 00/100 Dollars (\$2,000,000.00). The funds will come from U.S. Department of Treasury Emergency Rental Assistance Program funding.

ADOPTED:



Independent Contractor Submission Form (ICSF)

Pursuant to Rule 11.4 of the Rules and Regulations of the Personnel Board of Jefferson County, appropriate documentation and a copy of the contract must be provided with the submission of this form. If sufficient information is not received, the Board may request additional documentation, return the contract or recommend denial of the contract. Submission of this form simply allows the Board to begin the Independent Contractor Review process and does not imply that information is all inclusive or that a contract will be approved. Questions should be directed to classandcomp@pbjcal.org. **NOTE:** If a contract is, in accordance with Policy 2015-002 of the Personnel Board, related to the construction of viaducts, bridges, streets, sewers, canals, public building or public utilities, then the contract is exempt from Personnel Board review.

Requesting Department: _____ Contractor's Name: _____

Contract Amount: _____ Contract Term (in years): _____

Contract Start Date: Following Commission/Council Approval ☐ OR, the Actual Date: _____

Is this a new contract, a renewal, or an amendment? New ☐ Renewal ☐ Amendment ☐

If this is a new contract, how many options to renew are included? 1 ☐ 2 ☐ 3 ☐ Other ☐

If this is a renewal, on what date was the original contract approved by the Personnel Board? _____

If this is a renewal, OR, if a contract has been executed with this contractor in the past,
what was the termination date of the contract or last renewal? _____

NATURE OF THE CONTRACT

1. In "layman's terms" please provide a brief summary of the contract and the services to be performed. Please include the purpose of the contract, why an independent contractor is needed, and any helpful background information.

RATIONALE AND SUPPORTING INFORMATION

2. Does this contract contain a staffing component? Yes ☐ *No ☐
*If the contract does not include a staffing component (for example, the contract is to purchase software, and Merit System employees will install the software), then submission of the contract to the Personnel Board for review is not necessary.

3. Does the staffing component of this contract overlap with work performed by any Merit System job classification(s)?
☐ Yes, but there are extenuating circumstances that must be considered (please describe them below):
☐ No (please clarify below how they are different):

4. Please indicate whether the staffing component of the work in this contract is:

Please note this does not refer to the term of the contract, but to the nature of the work being performed through the contract.

- ☐ Continuous (the work to be performed is expected to continue indefinitely).
- ☐ Temporary* (the work to be performed is temporary in nature has a defined start and end date).

*If "Temporary," please indicate the start and end dates and explain the temporary nature of the work:

5. Regardless of whether the work to be contracted is continuous or temporary, please indicate whether the work is:
- ☐ Consistently performed (regardless of the amount of time needed to perform the work, the work must be performed on a reasonably regular basis).
- ☐ Sporadically performed* (the work is performed on an irregular, intermittent or limited basis as needed).
- *If "Sporadically performed," please describe the sporadic nature of the work:

-
6. The work/service to be performed under this contract: (indicate most appropriate response)

- ☐ Has not been performed prior to the establishment of this contract.
- ☐ Has been performed previously through other contracts.
- ☐ Has been performed previously by Merit System employees.

7. Is this type of work customarily given by public sector agencies to independent contractors?

Yes* ☐ No ☐

*If "Yes," please provide the names of other public sector agencies that contract similar services.

-
8. Does the work to be performed through the contract require equipment and/or facilities not currently possessed by your City/County/Agency?

Yes* ☐ No ☐

*If "Yes," please indicate the type of equipment and/or facilities required and not possessed to perform the work.

-
9. Is it more cost effective to provide these services via a contract rather than with in-house staff and equipment?

Yes* ☐ No ☐

*If "Yes," please attach a thorough comparison between "in-house costs" and "contract costs" to support your assertion.

Form completed by (name): _____ Title: _____

Email: _____ Phone: _____

Jurisdiction (City/County/Agency): _____ Appointing Authority Signature: _____

Revised 5/5/2020

County Manager Tony Petelos,

The attached resolution authorizes the Commission President to execute an Emergency Rental Assistance Program agreement with Neighborhood Housing Services of Birmingham, Inc. for emergency payment assistance programming. The amount of the agreement will not exceed \$2,000,000.00 and the funds will come from the Emergency Rental Assistance Program funds. These costs will be paid with Federal funds.

Resolution

WHEREAS, The Emergency Rental Assistance Program was established by section 501 of Division N of the Consolidated Appropriations Act, 2021 (Act). The Act allocated \$25 billion to the U. S. Department of the Treasury (Treasury) to provide funds directly to states, territories, local governments, and Indian tribes for households that are unable to pay their rent and utilities due to the financial impacts of the COVID-19 pandemic.; and

WHEREAS, Jefferson County, Alabama received \$13,502,418 for the Emergency Rental Assistance Program under the Consolidated Appropriations Act, 2021. And

WHEREAS, Emergency Rental Assistance Program (ERAP) provides emergency financial assistance grants for rent, utility and home energy, and other expense related to housing to eligible individuals and households that have been economically impacted during the COVID-19 pandemic through job loss, furlough or reduction in hours or pay, or increased expenses, residing in eligible areas of the County of Jefferson, Alabama; and

WHEREAS, Emergency grants for rental and/or utility payments are made on behalf of an eligible applicant household, without a prescribed limit per month for a period of up to twelve (12) months, to maintain stable housing and/or to reduce rental or utility payment delinquencies as a result of the economic downturn during the COVID-19 pandemic. Households may request, if needed for housing stability, an additional three (3) months assistance if funding is available. Household assistance may not exceed fifteen (15) months for rent, rental arrears, and prospective rent; and

NOW, THEREFORE, BE IT RESOLVED by the County Commission that the President is authorized, directed and empowered to execute the contract agreement between Jefferson County, Alabama and Neighborhood Housing Services of Birmingham, Inc. for the Emergency Rental Assistance Program. The amount of the agreement will not exceed Two Million and 00/100 Dollars (\$2,000,000.00). The funds will come from U.S. Department of Treasury Emergency Rental Assistance Program funding.

ADOPTED:

Resolution authorizing the Commission President to execute an Emergency Rental Assistance Program agreement with Neighborhood Housing Services of Birmingham, Inc. for emergency payment assistance programming. The amount of the agreement will not exceed \$2,000,000.00 and the funds will come from the Emergency Rental Assistance Program funds. These costs will be paid with Federal funds.

Jefferson County Community Partners Risk Assessment Form

Part A

In response to the public health emergency, Jefferson County received Emergency Rental Assistance Funds (ERAP) funds from the U.S. Treasury to aid in the County's response to the Coronavirus (COVID-19) outbreak by establishing a fund to provide rent and utility support for those Jefferson County residents adversely financially impacted by COVID-19. Jefferson County has identified Community Partners to assist in the timely disbursement of allocated funds. These community partners are:

- familiar with the needs of the community,
- are organizations with existing infrastructure to serve the community, and
- able to quickly implement an assistance program within the limited time available.

This Risk Assessment is part of a comprehensive monitoring and compliance plan to ensure good stewardship of valuable public resources. The results of this assessment will help Jefferson County ensure the Community Partners have sufficient internal controls in place and will inform the appropriate level of monitoring and mitigation measures necessary to ensure successful program implementation and compliance with all local and federal ERAP requirements.

Community Partner Name Neighborhood Housing Services of Birmingham, Inc.	Community Partner EIN 63-0170356
Authorized Agency Representative Name: Email:kelleigh@nhsbham.org Phone:2053284292 Mailing address:601 19 th Street North Birmingham, Alabama 35203	
Federal Award: CFDA: 21.023 Emergency Rental Assistance (ERA), Section 501 of Division N of the Consolidated Appropriations Act, 2021, Public Law 116-260	Federal Awarding Agency U.S. Department of the Treasury
Date of award from Jefferson County to Community Partner:	Period of Performance: Start date: End date: 12/31/21
Are you a Jefferson County Approved Vendor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Do you have HMIS system access? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, date anticipated: May 1, 2021
Total Amount of Federal Award funds obligated by Jefferson County to Community Partner: \$2,000,000.00	Total Amount allowed to be used for Administration of project: \$170,000.00

Is this award for Research & Development? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Indirect cost rate: N/A

Please answer each of the questions below:

Please describe the organizations experience managing federal funds. Please include the federal awarding agency, the value, and duration of awards.

NHS Birmingham has utilized Federal funds in the following programs:

Community Development Block Grant Funding for PY 42 PY 43 for Critical repair work through the city of Birmingham. Amount in PY 42 (April 1, 2018 – March 31, 2018) was \$100,000.00 and PY 43 (July 1, 2017 – June 30, 2018) for \$65,000.00. All monies were utilized and properly accounted for during these funding cycles.

NHS Birmingham also is subgrantee for Housing Counseling services through NeighborWorks America and receives an annual allocation of \$20,000.00 (ongoing) toward our housing counseling services. This allocation is tracked via budget invoice spreadsheet and hours/counseling through our client management system. All federal funds are managed in accordance with contractual agreements, subject to audit and comply with generally accepted accounting principles. Each award is tracked via financial management software (QBO) and reconciled monthly with our accounting contracted partners of Barfield Murphy Smith and Shanks.

NHS Birmingham conducts an annual third person audit of our financial statements in accordance with our contractual obligations to NeighborWorks America, Department of Housing and Urban Development, the City of Birmingham, and our grantors. The organization's Form 990 is in compliance as well as available for review upon request.

Please describe the organizations fiscal management team including the positions that comprise the fiscal team and length of tenure of senior officers.

Since 2020, NHS Birmingham has engaged with Barfield Murphy Smith and Shanks to ensure our monthly reconciliations, journal entries, cashflow, and pre audit activities are in line with our contracts and GAAP principles.

BMSS, LLC responsibilities are to prepare financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

Key Staff, Title and Tenure:

NHS Birmingham:

Kelleigh Gamble (Executive Director)

6 Years

Twanda Parker (Office Manager)

5 Years

Lawrence Conaway

Board Chair NHS Birmingham

8 years

Hank Patterson,

Treasurer NHS Birmingham

5 Years

Barfield Murphy Smith and Shanks,

Hollie Johnson (1 year)

Borland Benefield (auditing firm)

Jeff Chandler (3 years)

NHS also maintains a finance committee among its board of directors, headed by the Treasurer Mr. Patterson, who maintains the fiscal reporting to the board, check signing activities and expenditure approvals.

Please describe the organization's plan for disbursing the funds including the approach to identifying appropriate award recipients, record keeping and documentation (for example, is there an existing intake protocol, how does the organization track applications, how will the organization evaluate the fiscal status of an applicant).

As a chartered member of NeighborWorks, Neighborhood Housing Services of Birmingham our charge has been to make investments in real estate and people to revitalize neighborhoods, empower families and create communities of choice. Safe, decent affordable housing is the cornerstone of any viable neighborhood. Neighborhood Housing Services of Birmingham's commitment to the revitalization of the Birmingham community is at the core of our efforts and lines of business.

Education and Counseling Services:

Additional staff duties will be for our Counselors to provide counseling services (including generation of Tri Merge Credit Reporting from Equifax, Transunion and Experian) for measuring financial capacity.

1. Fair Housing Practices
2. Personal Financial Planning
3. Understanding Credit and Credit reports
4. Tenant Rights
5. Foreclosure Prevention

As a HUD Approved counseling agency; we are uniquely qualified to educate families that would rent this property or decide to transition to homeownership. Counseling of clients will be managed via client management system with reported outcomes tracked and available via Direct Benefit Reports to Community Development.

We currently have on staff two Counselors, Resident Services/Admin. Asst, and an Office Manager that are administering the program. The steps for engagement are outlined below, the responsible staff person(s) are in parenthesis:

1. As clients engage via phone and email with NHS Birmingham, our office provides an intake application for the client to complete. Client completes the application, hardship letter and provides documented proof of hardship.(Intake Administrator)
2. After completed packet is submitted to NHS Birmingham, NHS Birmingham reaches out to landlord and vets information provided by client. Time frame is normally 24-48 hours for the verification process. (Intake Administration and Counselor) The next two steps happen simultaneously.
3. Once verification is conducted; Counselor and Office Manager reach out to landlord for arrearage and W9 to add as a vendor to NHS Birmingham's financial management software. (Office Manager and Counselor)
4. NHS Birmingham provides link to Zoom conference for clients to register and participate in the Financial Coaching session. The link is sent via email to client. at no charge and the time is one hour. Once the class is over; NHS Birmingham provides the client a Certificate of Completion. (Counselor)

5. NHS Birmingham engages with landlord for payment of one month's rent, and based on the invoice; NHS Birmingham remits payment to the landlord. A copy of the payment, invoice, and certificate are maintained in the file for audit purposes.
6. All clients who attend the Zoom conference are input to our client management database (CounselorMax) and reported to HUD on our quarterly 9902 report. NHS also provides reporting to NeighborWorks America (via Online Reporting System portal) in compliance with our contract and production reporting.

Please describe how the organization plans to ensure there is no duplication of benefits.

NHS Birmingham will comply with the guidance provided by Jefferson County and the Treasury department to access the HMIS and State wide database to ensure there are no duplications of service to clients. The database check will take place at the time of the client intake.

Signature

Kelley C. Cramble

Printed Name

Executive Director

Title

[Signature]

Signature

4-22-2021

Date

**STATE OF ALABAMA
JEFFERSON COUNTY**

**Emergency Rental Assistance Program (ERAP)
SUBRECIPIENT AGREEMENT**

THIS AGREEMENT entered into effective the date of approval by the Jefferson County Commission by and between Jefferson County, Alabama, hereinafter called "the County," and Neighborhood Housing Services of Birmingham, located at 601 19th Street North, Birmingham, AL 35203, hereinafter called "the Sub-Recipient."

WHEREAS, on March 13, 2020 the President of the United States of America declared a National State of Emergency due to COVID-19 (Coronavirus); and

WHEREAS, on March 13, 2020 the Governor of the State of Alabama issued an Executive Order and declared a statewide State of Emergency in Alabama due to COVID-19; and

WHEREAS, On December 21, 2020, Congress passed the Consolidated Appropriations Act of 2021, a year-end COVID-19 Relief and Omnibus Spending Package that included funds for the Emergency Rental Assistance Program (ERAP), to be administered by the US. Department of Treasury; and

WHEREAS, the County Manager, has received an application from the Sub-Recipient, which has been vetted by a Technical Advisory Committee, who recommends awarding a subgrant of the County's Emergency Rental Assistance Program (ERAP) allocation in accordance with guidance issued by the United States Department of Treasury for the amount and scope listed within this agreement; and

WHEREAS, the Sub-Recipient has read "Exhibit A – Emergency Rental Assistance Program (ERAP) ACKNOWLEDGEMENT AND CERTIFICATION" and has completed "Exhibit B – CERTIFICATION AND ASSURANCE", "Exhibit D – RISK ASSESSMENT", and "Exhibit E";

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

ENGAGEMENT OF SUB-RECIPIENT: The County hereto agrees to engage the Sub-Recipient and the Sub-Recipient hereby agrees to perform the COVID-19 related work hereinafter set forth.

SCOPE OF SERVICES:

The Sub-Recipient will provide Emergency Rental Assistance Program (ERAP) services, consistent with the eligibility review memo (Exhibit C), Jefferson County Emergency Rental Assistance Program (ERAP) (Exhibit E), and Jefferson County Household Support Program framework (Exhibit F).

TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The term of this agreement shall commence upon execution of this agreement and continue no later than December 31, 2021. 100% of funds must be expended by September 30, 2021. If the SUB-RECIPIENT is unable to expend 100% of their funds by the respective deadline the remaining funds can be withdrawn by the County with written notification.

COMPENSATION: As compensation for the Sub-Recipient's professional services performed hereunder, the County shall pay the Sub-Recipient an amount not to exceed \$2,000,000.00 including no more than \$1,830,000.00 in direct financial assistance and no more than \$170,000.00 in administrative costs. The Sub-Recipient will be advanced 30% of the direct financial assistance (\$549,000.00) upon execution, to include all Exhibits. The County will provide payment within Thirty (30) days after receipt of itemized invoices from Sub-Recipient.

REPORTING REQUIREMENTS: Sub-Recipient shall deliver to the Jefferson County Department of Community Services and Workforce Development with a copy to the County Manager and County Attorney a detailed report describing the use of the funds no later 15th business day of the month following the first full month the contract is in effect and then monthly by the 15th business day of the following month.

Sub-Recipient shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, or Office of Inspector General of the United States all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Sub-Recipient for a period of not less than seven (7) years from termination of the contract inclusive of any amendments.

ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of County. Should County authorize Sub-Recipient to subcontract (assign) any portion of this contract, Sub-Recipient will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, Sub-Recipient must maintain a continuous effective business relationship with the Sub-Sub-Recipient(s) including, but not limited to, regular payment of all monies owed to any sub-Sub-Recipient. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement 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 jurisdiction and venue over

all disputes arising under this Agreement shall be the Circuit Court of Jefferson County, Alabama, Birmingham Division.

STATEMENT OF CONFIDENTIALITY: Sub-Recipient agrees that any information accessed or gained in performance of those duties will 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 required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.

INDEPENDENT CONTRACTOR: the Sub-Recipient acknowledges and understands that the performance of this contract is as an independent Contractor and as such, the Sub-Recipient is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.

The Sub-Recipient shall not, without prior written permission of the County specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the County.

NON-DISCRIMINATION POLICY: The Sub-Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. The Sub-Recipient will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

MISCELLANEOUS REQUIREMENTS: Upon execution of this contract, the Sub-Recipient shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.

TERMINATION OF CONTRACT: This contract may be terminated by the County with written notice to the Sub-Recipient regardless of the reason. Upon termination by the County for convenience, Sub-Recipient shall be entitled to receive compensation for services provided prior to the date of termination.

Any violation of this agreement shall constitute a breach and default of this Agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Sub-Recipient of any liability to the County for damages sustained by virtue of a breach by the Sub-Recipient.

INDEMNITY: Except for loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, caused solely by the negligence of the County, its commission, officers and employees, Sub-Recipient shall indemnify, defend and hold harmless the Agency, its Council, boards and commissions, officers, and employees from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, regardless of the merits or outcome of any such claim or suit arising from or in any manner connected to Sub-Recipient's negligent act or omission regarding performance of services or work conducted or performed pursuant to this Agreement.

NOTICES: Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Contract 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:

County: Jefferson County Department of Community
Services and Workforce Development
Grants Administrator
716 Richard Arrington Jr. Blvd N
Suite A-430
Birmingham, Alabama 35203

Copy to: Jefferson County Manager
716 N Richard Arrington Jr. Blvd. North
Room 251
Birmingham, AL 35203

Jefferson County Attorney
716 N Richard Arrington Jr. Blvd. North
Room 280
Birmingham, AL 35203

Sub-Recipient: Neighborhood Housing Services of Birmingham
601 19th Street North
Birmingham, AL 35203

AMENDMENT OF AGREEMENT: This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.

INSURANCE: The Sub-Recipient will maintain liability insurance in an amount to be determined by the County to protect him and the County from claim's and from claims for

which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama and **shall include Jefferson County, Alabama as Added Additional Insured By Endorsement including a thirty (30) day(s) written cancellation notice.** Evidence of the required insurance will be furnished to the Department of Community Services and Workforce Development not later than seven (7) day(s) after Purchase Order/contract date. Sub-Recipient is also required to include the bid number on the evidence of insurance.

COUNTY FUNDS PAID: Sub-Recipient and the Sub-Recipient representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant 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 or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the Sub-Recipient nor 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 County 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 inducement or consideration for this contract.

Any violation of the terms and scope of services, including misuse of funds provided in this contract shall constitute a breach and default of this contract, which shall be cause for termination. Upon such termination of this contract due to breach, Sub-Recipient shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

CONFLICT OF INTEREST: The Sub-Recipient declares that, as of the date of the contract, neither the County, nor any of the County's employees or any Director nor any other Government Official is directly or indirectly interested in this contract or any contract with the Sub-Recipient for which compensation will be sought during the period of time this contract is being performed. And, furthermore, the Sub-Recipient pledges that he/it will notify the Purchasing Manager in writing should it come to his/its knowledge that any such official becomes either directly or indirectly interested in the contract or any contract with the Sub-Recipient for which compensation will be sought during the aforesaid period. In addition, the Sub-Recipient declares, that as of the date of this contract, neither he/it nor any of his/its officers or employees have given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the County, or to anyone else for the County's benefit, any sum of money or other thing of value for aid or assistance in obtaining this contract with the County under which compensation will be sought during the period of time this contract is being performed. And furthermore, that neither the Sub-Recipient nor any of his/its officers or employees will give or donate or

promise to give or donate, directly or indirectly, to any official or employee of the County, or to anyone else for the County's, County Official, or County employee's benefit, any sum of money or other thing of value, for aid of assistance in obtaining any amendment to this contract or any other contract with the Sub-Recipient for which compensation will be claimed during the period of time this contract is being performed.

Statement of Compliance with Alabama Code Section 31-13-9: 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.

PROCUREMENT: SUB-RECIPIENT shall procure all supplies, equipment, property, services, and construction necessary for implementation of its activities. Procurement shall be carried out in accordance with 2 CFR 200.320-200.326, the SUB-RECIPIENT's own procurement requirements and all provisions of CDBG regulations governing procurement.

PROPERTY CONTROLS: The SUB-RECIPIENT is to maintain a system for tracking property and other assets purchased with grant funds, and that the SUB-RECIPIENT has procedures for ensuring such property and assets are secure and used for authorized purposes only, as specified in 24 CFR 85.32 (d) and 24 CFR 84.34 (f).

SUB-RECIPIENT AUDIT: If the SUB-RECIPIENT receives more than \$750,000.00 in federal funds in a year, the SUB-RECIPIENT shall have a single or program-specific audit conducted for that year in accordance with 2 CFR 200.500. The SUB-RECIPIENT will be required to submit an audit report within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. The SUB-RECIPIENT agrees that any costs disallowed pursuant to subsequent audit(s), COUNTY, or HUD review will promptly be remitted to the COUNTY.

LIABILITY: The SUB-RECIPIENT shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or on behalf of the COUNTY.

The SUB-RECIPIENT will save and hold harmless the COUNTY, its elected officials and employees against liability resulting from any act or omission by the SUB-RECIPIENT, its agents, servants, or employees related to services furnished by the SUB-RECIPIENT under this agreement.

INFLUENCE ON GRANT AWARDS: To the best of the SUB-RECIPIENT'S knowledge and belief:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the SUB-RECIPIENT, 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 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;

If any funds other than Federal appropriated funds have been 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, it will complete and submit Standard Form- LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

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 subrecipients shall certify and disclose accordingly.

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

COPYRIGHTS AND DISCOVERIES: If this agreement results in a book or other copyrightable materials, the author is free to copyright the work, but the federal grantor and the commission reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use and authorized the use of all copyrighted material and all material which can be copyrighted resulting from the agreement. Any discovery or invention arising out of or developed in the course of work aided by the agreement shall be promptly and fully reported to the commission and if applicable, to the administrator of the federal grantor agency for determination as to whether patent protection on such invention or discovery including right under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest. SUB-RECIPIENT shall know and follow the mandatory standards and policies relating to energy efficiency which are contained in the State of Alabama's Energy Conservation Plan and Conservation Act (Pub.L.94-163).

COMPLIANCE WITH FEDERAL REGULATION: SUB-RECIPIENT agrees to comply with any and all applicable Federal Regulation and in addition to applicable uniform requirements, as described in 24 CFR 570.502. The SUB-RECIPIENT shall carry out each activity in compliance with all Federal laws and regulations including those described in subpart K of 24 CFR 570; except that (1) SUB-RECIPIENT does not

assume the GRANTEE's environmental responsibilities under 24 CFR 570.604; and (2) SUB-RECIPIENT does not assume GRANTEE'S responsibility for initiating the review process under the provisions of 24 CFR 52.

ENVIRONMENTAL ISSUES: Activities under this part are subject to environmental review by HUD under 24 CFR part 58. The COUNTY shall supply all available, relevant information necessary to perform for each property any environmental review required by 24 CFR part 58. The COUNTY also shall carry out mitigating measures required by HUD or select alternate eligible property. HUD may eliminate from consideration any application that would require an Environmental Impact Statement (EIS).

MISCELLANEOUS:

- a. The entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement.
- b. Should any of the provisions hereunder be found to be invalid, void or voidable by a court, the remaining provisions shall remain in full force and effect.
- c. All notices required or permitted under this agreement shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed above, or when delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals or caused these presents to be executed by their duly authorized representative.

SUB-RECIPIENT:

Signature

Kelleigh C. Gamble
Print Name

Exec. Director / NHB Birmingham
Title

22 April 2021
Date

JEFFERSON COUNTY, ALABAMA

Signature

James A. Stephens
Print Name

President, Jefferson County Commission
Title

Date

EXHIBIT A

Emergency Rental Assistance Program (ERAP)

ACKNOWLEDGEMENT AND CERTIFICATION

AUTHORITY

The Consolidated Appropriations Act of 2021, a year-end COVID-19 Relief and Omnibus Spending Package that included funds for the Emergency Rental Assistance Program (ERAP), to be administered by the US. Department of Treasury. Jefferson County received approximately \$13,502,417.90 under ERAP.

USE OF FUNDS

The funds provided are only to cover those costs as outlined in the Emergency Rental Assistance Program (ERAP) in addition to this contract and its supporting exhibits. The "necessary expenditures" made by the Applicant Organization will be only those expenditures to prevent, prepare for, and respond to coronavirus and no other purpose as outlined by the Consolidated Appropriations Act of 2021, a year-end COVID-19 Relief and Omnibus Spending Package. The Applicant Organization will not use funds received to replace or supplant any other funding nor to fill or prevent revenue shortages.

CERTIFICATION

Eligibility to receive payment from Jefferson County's portion of funds from the Emergency Rental Assistance Program (ERAP) is contingent upon the recipient certifying in writing that the recipient will: (1) use the funds in a lawful manner consistent with the Consolidated Appropriations Act of 2021, a year-end COVID-19 Relief and Omnibus Spending Package and in other related regulations (as set forth in the "Use of Funds" section immediately preceding this section) and (2) will comply with any and all policies and directives issued by Jefferson County related to the ERAP.

RECOUPMENT

The Inspector General of the Department of the Treasury is required to conduct monitoring and oversight of the receipt, disbursement, and use of funds made available from the Emergency Rental Assistance Program (ERAP). If it is determined that a recipient of funding from Jefferson County's allocation from the Emergency Rental Assistance Program (ERAP) has failed to comply with the "Use of Funds" restrictions or any other provision relating to the Consolidated Appropriations Act of 2021, a year-end COVID-19 Relief and Omnibus Spending Package, then funds used in violation of the Consolidated Appropriations Act of 2021, a year-end COVID-19 Relief and Omnibus Spending Package shall be considered as a debt of the recipient owed directly to Jefferson County and shall be subject to set-off against any other amount owed by Jefferson County to the recipient.

REALLOCATION

Funds received from this award that remain on balance as unused on September 30, 2021, shall be returned to Jefferson County.

SANCTIONS

Expenditure of funds from this award in a manner not allowed or inconsistent with the law (including, without limitation, with the "Use of Funds" restrictions in the Consolidated Appropriations Act of 2021, a year-end COVID-19 Relief and Omnibus Spending Package) may result in future awards being suspended or terminated and in other legal action being taken against the recipient.

REPORTING REQUIREMENTS

The Consolidated Appropriations Act of 2021, a year-end COVID-19 Relief and Omnibus Spending Package requires Jefferson County to provide the federal government with regular reports on the amount of funds received and expended from the Emergency Rental Assistance Program (ERAP) allocation and the types of projects or activities for which the funds are used. For Jefferson County to comply with its reporting requirements, recipients of such funds from Jefferson County may be required to provide the following information by the fifteenth day of every month containing information for the immediately preceding month:

- (A) Treasury will provide instructions at a later time as to what information grantees must report to Treasury and how this information must be reported. At a minimum, in order to ensure that Treasury is able to fulfill its quarterly reporting requirements under section 501(g) of Division N of the Act and its ongoing monitoring and oversight responsibilities, grantees should anticipate the need to collect from households and retain records on the following:
- Address of the rental unit;
 - For landlords and utility providers, the name, address, and Social Security number, tax identification number or DUNS number;
 - Amount and percentage of monthly rent covered by ERA assistance;
 - Amount and percentage of separately stated utility and home energy costs covered by ERA assistance;
 - Total amount of each type of assistance provided to each household (*i.e.*, rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing incurred due directly or indirectly to the COVID-19 outbreak);
 - Amount of outstanding rental arrears for each household;
 - Number of months of rental payments and number of months of utility or home energy cost payments for which ERA assistance is provided;
 - Household income and number of individuals in the household; and
 - Gender, race, and ethnicity of the primary applicant for assistance.

Sub-Recipient should also collect information as to the number of applications received in order to be able to report to Treasury the acceptance rate of applicants for assistance.

Treasury's Office of Inspector General may require the collection of additional information in order to fulfill its oversight and monitoring requirements. Treasury will provide additional information regarding reporting to Treasury at a future date. Grantees must comply with the requirement in section 501(g)(4) of Division N of the Act to establish data privacy and security requirements.

Sub-Recipient organizations will be required to report a reconciliation of all funds and any cash on hand at the end of the program performance period, as established in the contract, and are required to return funds not used for allowable costs to Jefferson County no later than 30 days after identification by the Sub-Recipient or Jefferson County.

Failure to submit these reports may result in the loss of funds.

EXHIBIT B

CERTIFICATION AND ASSURANCE

I, Kelley C. Gamble am the Executive Director of
 (Name of Signatory) (Title)
Neighborhood Housing Services of Birmingham, Inc.
 (Applicant Organization)

and I certify under penalty of perjury that:

1. I have the authority on behalf of the Applicant Organization (set forth above) to request payment from Jefferson County of funding from the Emergency Rental Assistance Program (ERAP) that it received pursuant to the Consolidated Appropriations Act of 2021, a year-end COVID-19 Relief and Omnibus Spending Package (December 21, 2020).
2. I understand that Jefferson County will rely on this certification as a material representation in deciding whether to make an award to the Applicant Organization.
3. The Applicant Organization will use funds provided only to cover those costs as outlined in the Emergency Rental Assistance Program (ERAP) in addition to this contract and its supporting exhibits.
4. The "necessary expenditures" made by the Applicant Organization will be only those expenditures to prevent, prepare for, and respond to coronavirus and no other purpose as outlined by the Emergency Rental Assistance Program (ERAP).
5. The Applicant Organization will not use funds received to replace or supplant any other funding nor to fill or prevent revenue shortages.
6. The Applicant Organization agrees to maintain written and electronic records concerning the funds provided by Jefferson County and the expenditure of those funds. The Applicant Organization will make such records available for review or audit to officials from Jefferson County and to appropriate federal and state officials.
7. If Jefferson County or any relevant state or federal authority determines that the Applicant Organization has failed to comply with the "Use of Funds" restrictions or any other provision of the Consolidated Appropriations Act of 2021, a year-end COVID-19 Relief and Omnibus Spending Package, then funds used in violation of the Consolidated Appropriations Act of 2021, a year-end COVID-19 Relief and Omnibus Spending Package shall be considered as a debt of the Applicant Organization owed directly to Jefferson County and shall be subject to set-off against any other amount owed by Jefferson County to the recipient. Additionally, the Applicant Organization agrees to pay any financial penalties and costs associated with such failure to comply, whether such penalties and costs are levied on the Applicant Organization or Jefferson County. Any such penalties and costs paid by Jefferson County shall be considered as a debt of the Applicant Organization owed directly to Jefferson County and shall be subject to set-off against any other amount owed by Jefferson County to the recipient. The Applicant Organization agrees to the set-offs described above.

Signature: Kelley C. Gamble

Date: 22 April 2021



EXHIBIT E: JEFFERSON COUNTY EMERGENCY RENTAL ASSISTANCE PROGRAM (ERAP)

ERAP GUIDELINES

Jefferson County Commission,
Jefferson County, Alabama

Version 1.0
April 22, 2021

Administered by:
Jefferson County Commission, Jefferson County, Alabama
716 Richard Arrington Jr. Blvd.
Suite 260
Birmingham, AL 35203
www.jccal.org

Emergency Rental Assistance Program Guidelines Revisions History

Version	Effective Date	Description
Version 1.0	4/22/2021	Original

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Overview

The Emergency Rental Assistance Program was established by section 501 of Division N of the Consolidated Appropriations Act, 2021 (Act). The Act allocated \$25 billion to the U. S. Department of the Treasury (Treasury) to provide funds directly to states, territories, local governments, and Indian tribes for households that are unable to pay their rent and utilities due to the financial impacts of the COVID-19 pandemic. Jefferson County, Alabama received \$13,502,418 for the Emergency Rental Assistance Program under the Consolidated Appropriations Act, 2021.

Emergency Rental Assistance Program funding may only be used to provide financial assistance for rent, utility and home energy, and other expense related to housing. All household applicants, landlords, utilities, and home energy service providers must provide an attestation that all information included in the application for assistance is true, correct, and complete.

These Guidelines outline the Jefferson County, Alabama Emergency Rental Assistance Program requirements for eligible applicants through guidelines, and the administration requirements through policies and procedures. Guideline users may include potential applicant households, property owners, management agents, utility companies, Community Partner staff, as well as staff or agents of the U.S. Department of the Treasury, including the Office of Inspector General.

Authorization and Source of Funds

The Consolidated Appropriations Act, 2021, Division N, Title V, Section 501, Public Law 116-260 (Dec. 27, 2020) established the Emergency Rental Assistance Program. Treasury provided funds directly to states, local governments with populations of 200,000 or greater, and Indian Tribes to aid eligible households that are unable to pay rent and utilities due to the COVID-19 pandemic.

The Code of Federal Domestic Assistance number for the Emergency Rental Assistance funding is 21.023.

Program Requirements

Program Description

The Emergency Rental Assistance Program (ERAP) provides emergency rental and utility assistance grants to eligible individuals and households that have been economically impacted during the COVID-19 pandemic through job loss, furlough or reduction in hours or pay, or increased expenses, residing in eligible areas of the County of Jefferson, Alabama (see the Property Requirements section).

Emergency grants for rental and/or utility payments are made on behalf of an eligible applicant household, without a prescribed limit per month for a period of up to twelve (12) months, to maintain stable housing and/or to reduce rental or utility payment delinquencies as a result of the economic downturn during the COVID-19 pandemic. Households may request, if needed for housing stability, an additional three (3) months assistance if funding is available. Household assistance may not exceed fifteen (15) months for rent, rental arrears, and prospective rent (see the Type and Use of Assistance Available section).

All expenses funded through the Jefferson County ERAP must adhere to the provisions of the Consolidate Appropriations Act, 2021, the U.S. Treasury and Treasury OIG guidance, and the Jefferson County ERAP Guidelines.

Eligible Household

To be eligible, a household, which is one or more individuals that reside in a rental housing unit, must meet each of the three requirements listed in the Requirements Summary Table below. For additional information, see the respective subsections of this document that address in detail each of the eligibility requirements and respective documentation standards.

Eligibility Requirements Summary Table

Eligibility Requirement	Criteria Documentation
1. Be obligated to pay rent on a residential dwelling in the eligible area	a. Have a valid, signed lease or rental agreement; or b. Provide documentation showing obligation and history of payment prior to COVID-19 outbreak.
2. Have a total household income at or below 80 percent of the Area Median Income (AMI)	a. Household income will be verified to establish eligibility. b. Income limits are set by the U.S. Department of Housing and Urban Development (HUD) and adjusted for household size. c. Household income cannot exceed 80 percent of the AMI for their area.

<p>3. Demonstrate COVID-19 impacts:</p> <p>a) qualified for unemployment benefits, or</p> <p>b) experienced a reduction in household income, incurred significant costs, or financial hardships due to COVID-19,</p> <p>AND</p> <p>c) risk of experiencing homelessness or housing instability.</p>	For a) documentation of qualification for unemployment benefits, may include documentation of receipt of benefits.
	For b) i) documentation of a reduction in household income, incurred significant costs, or other financial hardship, and ii) a signed attestation.
	For c) documentation of an eviction notice, past due notice for rent or utility, or other allowed reasonable evidence of risk.

For details regarding which individuals to include in a household, please see the “Definition of a Household and Determining Household Size” section below.

Type and Use of Assistance Available

The Act requires a minimum of 90 percent of the total funds provided to Jefferson County must be used toward rent, utility and home energy costs, and other expenses related to housing incurred because of COVID-19, including internet. This includes delinquent and prospective payments which were due no earlier than March 13, 2020 and cannot to exceed a total of twelve (12) months (with an additional three [3] months, if necessary, to ensure housing stability). Delinquent rent must be cleared prior to prospective payments, and forward payments for prospective rents are limited to 3 months; additional assistance within the twelve (12) month cap requires a new request for assistance that includes a recertification of household income and eligibility.

Funds may only be used for the following costs for households obligated to pay rent on a residential dwelling for:

- Current month and future rent* not to exceed 90 days.
- Past due rents, including utilities and home energy costs that are covered by the landlord.
- Current month and future utility or home energy costs*^ not to exceed 90 days.
- Past due utility or home energy costs; and/or

- Other expenses related to housing, incurred directly or indirectly due to COVID-19, may include:
 - if a household has been temporarily or permanently displaced due to the COVID-19 outbreak: relocation expenses, which may include rental security deposits, and rental fees, which may include application or screening fees,
 - these expenses may also include reasonable accrued late fees (if not included in rental or utility arrears and if incurred due to COVID-19); and

Internet service that is provided to the rental unit (not to a cell phone or other mobile object). Internet service provided to a residence is related to housing and is in many cases a vital service that allows renters to engage in distance learning, telework, and telemedicine and obtain government services.

*Any past due amounts must be covered prior to assistance for current or future costs being approved.

^Utility or home energy costs include separately billed or itemized electricity, gas, water and sewer, trash removal and energy costs, such as propane and fuel oil, provided to the unit. Telephone, cable, and cell phone costs are not considered utility or home energy costs and are not eligible. Reasonable internet costs provided to the rental unit are allowable.

Ineligible Expenses

The Emergency Rental Assistance Program is designed to help renters stay in their homes and to ensure housing stability. Utility and home energy costs **do not** include telephone, cellular phone, cable, security or other non-heating or sanitation costs.

Mortgage costs are ineligible.

Period of Assistance

Funds may only be used for rent, utility and other eligible housing costs incurred due to COVID-19 beginning no earlier than March 13, 2020. Jefferson County, Alabama must spend all funds awarded by the Treasury by September 30, 2022. The U.S. Treasury has set a benchmark for expenditure of funds by September 30, 2021. Recipients who have obligated at least 65% of their funds may be eligible to receive additional funds reallocated by the U.S. Treasury.

Program Marketing and Outreach

Program marketing and outreach will be critical to program success and will be conducted by Jefferson County and its Community Partners. It may include:

- Public Service Announcement advertisements in media of general circulation
- Public Service Announcements through social media

- Public Service Announcements on local radio stations, including those targeted to specific audiences such as neighborhoods with concentrations of households that are non-English speaking audiences.
- Email blasts to advocacy groups representing the populations that do not exceed 80% Area Median Income
- Include program information inserts in water and/or utility bills.
- Hang fliers in ethnic markets and distribute informational pamphlets.
- Establish public facing webinars and other social platform “meetings” to provide information to targeted groups.
- Offer aide in filing for assistance options for Limited English Proficient individuals or residents with disabilities.
- Landlords of large low-income units
- WIC (Women, Infants, & Children) offices
- Include program information links on websites of agencies that provide assistance, such as SNAP or unemployment.
- Domestic violence services providers
- Homelessness services

Program Participation

Eligible applicants are those households, which are made up of one or more individuals, with incomes that do not exceed 80% Area Median Income, living in a rental residential property, and have been financially impacted due to the COVID-19 pandemic.

Property owners/landlords/property management firms must accept the terms of the program in order to participate and to receive the funds for the rental assistance. In order for a landlord/owner/property manager to receive the rent subsidy the landlord/owner/property manager will be required to comply with federal, state, and local governing law including:

- Verify the address of the rental unit.
- Verify the amount and percentage of monthly rent covered by the assistance.
- Verify the amount and percentage of any separately stated utility and home energy costs covered by the assistance.
- Verify the amount of rent and/or separately stated utility and home energy costs due to be paid is for rent, utility and home energy costs. Costs may include reasonable accrued late fees, penalties, and interest for rents owed.
- Provide the name and address of the landlord.
- Provide a Social Security number, tax identification number or DUNS number.
- Complete an IRS W-9 form; and
- Provide information for payment.

Applicant Eligibility Requirements and Documentation

To qualify for rental assistance, applications must reflect each program requirement which must be supported with verifiable documentation. Submission of an application does not guarantee financial assistance.

Eligible households are those households with 1 or more individuals who are obligated to pay rent on a residential dwelling located in the program area (within the boundaries of Jefferson County, Alabama but outside of the Birmingham city limits) and meet the following:

- One or more individuals in the household has qualified for unemployment benefits; or
- One or more individuals in the households has experienced a reduction in income, incurred significant costs, or experienced other financial hardship due to COVID-19; and
- One or more individuals in the household can show a risk of becoming homeless or having housing instability based on:
 - A past due notice for rent or utilities, or an eviction notice, or
 - Other evidence of risk; and
- The household's income is no more than 80 percent of the area median income for the Jefferson County as determined by the U.S. Department of Housing and Urban Development (HUD).

All applicants must provide photo identification, which may include a Driver's License, Passport, government issued ID card or school issued ID card.

Property Requirements and Obligation to Pay Rent

The property must be a residential dwelling and must be located in the program area, defined as within the boundaries of Jefferson County, Alabama but located outside of the Birmingham city limits. Residents of the City of Birmingham are encouraged to seek assistance through the City's Emergency Rental Assistance program.

Documentation Required to Demonstrate Obligation to Pay Rent

A copy of the lease or rental agreement will be required to show the applicant household is obligated to pay rent for the property. If an applicant does not have a copy of a signed lease or rental agreement, documentation of residence may include evidence of paying utilities for the residential unit, a written attestation from the verified owner or management agent of the unit, or other reasonable documentation such as proof of payment of rents prior to the requested assistance.

Documentation Required to Demonstrate Rental Amount Due

Applicants are to provide a copy of the residential lease, signed by the tenants and landlord. The majority of applications should include this documentation. If a lease or rental agreement is not available, the following documentation may be supplied to show the household has been living in and paying rents for the unit and evidence of the amount of a rental payment due:

- Copies of utility bills for the rental unit in the household's name,
- Evidence of rent payments made to the landlord (prior to the period of requested assistance) through copies of checks or receipts of rent paid,
- Bank statements,
- An eviction notice issued to the household,
- Notice of Demand for Payment for rents owed,
- Written attestation by a landlord who can be verified as the legitimate owner or management agent of the unit,
- Landlord ledger establishing past-due amount including dates of service for which there is an outstanding balance,
- Other documentation that reasonably established a pattern of paying rent, or
- Other reasonable documentation as established in the ERAP Guidelines, Jefferson County ERAP FAQ, or approve by Jefferson County in writing.

Documentation must show the amount due for each month for which assistance is requested. For outstanding payments due, documentation must show the months that are outstanding and the amount due for each month for which there is an outstanding balance.

Written Attestation: If an applicant is able to provide satisfactory evidence of residence but is unable to present adequate documentation of the amount of the rental obligation, applicants may provide a written attestation to support the payment of assistance up to a monthly maximum of 100% of the greater of the Fair Market Rent or the Small Area Fair Market Rent for the area in which the applicant resides consistent with the guidance in the "Fair Market Rent/Small Area Fair Market Rent" section below.

Subsidized Units

An eligible household that occupies a federally subsidized residential or mixed-use property may receive ERA assistance, provided that ERA funds are not applied to costs that have been or will be reimbursed under any other federal assistance. If an eligible household receives a monthly federal subsidy (e.g., a Housing Choice Voucher, Public Housing, or Project-Based Rental Assistance) and the tenant rent is adjusted according to changes in income, the renter household may receive ERA assistance for the tenant-owed portion of rent or utilities that is not subsidized.

Length of Residency

ERA funding is provided to assist households with housing costs they are unable to meet because of COVID-19 impacts. There is no minimum period of tenancy required in the housing unit.

Income Eligibility Determination

Applicants will be required to provide (1) a written attestation for all household income, and (2) to provide supporting documentation, such as paystubs, W-2s or other wage statements, tax filings, bank statements demonstrating regular income, or a written attestation from an employer. If the household's income was verified after January 1, 2020 by the administrator of a local, state, or federal assistance program, a certification from that program administrator stating the total household income (determined after January 1, 2020) is at or below 80 percent of the area median income may be accepted.

Applicants have the option to report **annual** household income (from all sources for all household members) for **calendar year 2020**, or total **monthly** income (from all sources for all household members) **at the time of application**.

Income will be the maximum gross household income is based on 80% Area Median Income (AMI) as defined by the U.S. Department of Housing and Urban Development (HUD). The maximum income limits based on household size are listed in the AMI table below.

Income Definitions

Applicants may report their income as total household **annual** income from all included sources (see below) for 2020, or as total household **monthly** income extrapolated to a 12 month period (for example, if two months of income is provided, the total income for the two month period should be multiplied by 6). If a household qualifies based on monthly income, the Community Partner may make a determination on the full assistance request in the application, if additional assistance is to be provided or is requested, the Community Partner must redetermine the household income eligibility every three months for the duration of assistance.

Annual Income

Annual income means all amounts (whether they are cash payments or not) which:

- Go to or on behalf of any member of the household, or
- Are anticipated to be received (including other assistance); and
- Are not excluded below.

Sources to be Included in Annual Income

ANNUAL INCOME INCLUDES ANY OF THE FOLLOWING:
Full gross amount (the amount before any deductions) of wages, salaries, overtime pay, commissions, fees, tips, bonuses, and other compensation for personal services for household members 18 years or older.
The net amount of a business, including a profession . While an allowance for depreciation of assets used in a business may be deducted, based on straight-line depreciation, any withdrawals of cash or assets from the operation of a business must be included in income (unless the withdrawal is reimbursement of cash or assets invested in the operation by the household).
Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital <u>indebtedness shall not be used as deductions in determining net income</u> . An allowance for depreciation is permitted, based on a straight-line depreciation. Any withdrawals of cash or assets from an investment will be included in income (unless the withdrawal is reimbursement of cash or assets invested in the asset, real or personal property by the household).
The full amount of Social Security, Department of Veterans Affairs, annuities, insurance policies, retirement funds, pensions, disability or death benefits , and other similar types of payments, including a lump-sum or prospective monthly amounts for the delayed start of a regular payment amount (except any deferred payments).
Unemployment and disability compensation, worker's compensation and severance pay (except lump-sum payouts)
Temporary Assistance for Needy Families (TANF) program amounts are included in annual income only to the extent such payments (except when the welfare assistance is specifically designed for shelter and utilities).
Alimony and child support payments, regular gifts or contributions from organizations or people not living in the rental unit.
All regular and/or special pay, and allowances for members of the Armed Forces (except special pay to a household member serving in the Armed Forces who is exposed to hostile fire).
Any financial assistance under section 8 programs, private sources, or institutions of higher education in excess of the amounts received for tuition and any other required fees and charges, but not educational loan proceeds.

Sources to be Excluded from Annual Income

EXCLUDED FROM HOUSEHOLD INCOME:
--

- Income from children (including foster children) under the age of 18 years
- Earnings above \$480 for each full-time student 18 years old or older (excluding the head of household and spouse)
- Payments for the care of foster children
- Payments for the care of foster adults (usually persons with disabilities, unrelated to the household members who are unable to live alone)
- Lump sums payments for inheritances, insurance payments, capital gains and settlements for personal or property losses
- Adoption assistance payments above \$480 per adopted child
- Amounts received specifically to reimburse or pay the costs of medical expenses of any household member
- Income of a live-in aide
- The full amount of student financial assistance, either paid directly to the student or to the educational institution (except as stated above)
- Amounts received for participating in HUD training programs
- Amounts received by a person with a disability that are set aside for a Plan to Attain Self-Sufficiency (PASS) and not included in the calculations for Supplemental Social Income eligibility
- Deferred supplemental security income and Social Security benefits payments that are received in a lump sum, or in prospective monthly amounts, or any amounts that are deferred and received in a lump sum or in prospective monthly payments
- Funds for a participant in other publicly assisted programs specifically to cover out-of-pocket expenses incurred, such as special equipment, clothing, transportation, childcare, etc., and made solely to allow participation in a specific program
- Resident service stipends, not to exceed \$200 per month, for performing a service (such as fire patrol, lawn maintenance, resident initiative coordination, or serving on the PHA's governing board) for a PHA or owner on a part time basis, to enhance the quality of life in the development (cannot receive more than one stipend during the same period)
- Payments and benefits from participation in state or local employment training programs, and training of a household member as resident management staff (must be received under an employment training program with clearly defined goals and objectives for the period of training)
- Temporary, non-recurring or sporadic payments, including gifts
- State-agency paid amounts to offset the cost of services and equipment needed to allow a developmentally disabled family member to live at home
- Foreign government-paid reparation payments

Internal Revenue Service (IRS) Adjusted Gross Income

Since households may be made up of individuals that do not file federal income taxes on a single tax return, AGI of all household members must be combined to determine a household's total Adjusted Gross Income.

According to the IRS, Adjusted Gross Income (AGI) is defined as the *gross income* amount minus *adjustments* to income. *Gross income* includes wages, dividends, capital gains, business income, retirement distributions as well as other income. *Adjustments* to income include such items as educator expenses, student loan interest, alimony payments or contributions to a retirement account. Where adjustments are made, the AGI on a tax return may be lower than the gross income; it will never be higher.

Income Determination Documentation Requirements

All income for all household members over 18 must be documented. There are two options for reporting total household income at the time of application:

- The total **annual** household income from all included sources for all members for **calendar 2020** year; or
- The total **monthly** household income from all included sources for all members **at the time of application**, extrapolated to an annual income.

In both options, documentation must be provided to support the total household income. That includes:

Annual Income for 2020	Monthly Income at the Time of Application
W-2 and 1099 Earnings Statements for all jobs (full- or part-time, gig, etc.) for all household members aged 18 and older, for all jobs held in 2020*	Paystubs and any pay notifications for all income earned, including full- or part-time, gig economy, or other jobs for all earners in the household 18 and older, all jobs, covering a minimum 60 consecutive days and within 14 days of the application date.
Supplemental Income, including Rental Income, for 2020 (may use Schedule C of 1040) for all household members.	Rental, royalties, partnerships, or other Supplemental Income – quarterly balance sheet and Financial Report within 14 days of application
1099 Statements for Interest, dividends, and other net income from real or personal property. 1099 statements for any interest, dividends or other income earned during 2020 for all household members and all accounts*	Two most recent monthly (or most recent quarterly) asset statements showing interest earned, rental income, etc.; all household members and all accounts and properties within 14 days of application.
Unemployment compensation statements, including Federal Pandemic Unemployment Compensation, for all household members that received unemployment in 2020*	Notice of determination from Alabama Department of Labor for unemployment compensation and evidence of unemployment

	compensation payments for 60 consecutive days and within 14 days of application.
Retirement, Social Security, Veterans benefits, annuity, pension, disability, or insurance payment statements for any payments that are regular and periodic.	Retirement, Social Security, Veterans benefits, annuity, pension, disability, or insurance payments that are regular and periodic – most recent two monthly (or most recent quarterly) statements dated within 14 days of application.
Business income (net) or professional income (net) supported by annual balance sheet and financial statement for 2020.	Business income (net) or professional income (net) supported by balance sheet and financial statements covering a minimum of 60 consecutive days and within 14 days of application.
Child support and/or alimony supported by divorce decree and printout from District Attorney, Court, or other agencies.	Child support and/or alimony payments covering 60 days, supported by divorce decree and evidence of payment (bank statement), dated within 14 days of application.
Award Letters for public assistance, such as SNAP	Award Letters for public assistance, such as SNAP and evidence of payments for 60 consecutive days within 14 days of application
*All earners 18 or older may sign an IRS-4506-T at application in lieu of providing documents: a copy of the filed 2020 1040 Federal Income Tax Return will be obtained from IRS.	
NOTE: Income must be recertified each 90 days for any additional assistance requests	

Categorical Income Eligibility

If an applicant's household income has been verified at being at or below 80 percent of the Area Median Income in connection to a local, state, or federal assistance program (such as SNAP, Section 8, or HOME Tenant Based Rental Assistance), the household may provide a copy of the program income determination made after January 1, 2020 to be used for documentation of the household's income eligibility.

Area Median Income (AMI)

The AMI determination must be made based on the income determination and household size corresponding to the AMI table below.

Household income eligibility determinations will be made based the AMI table in effect at the time of application unless the household qualifies under a more recently published AMI table, in which case the more recently published table may be used.

Determining Household Size

A household includes one or more individuals obligated to pay rent on a residential property. All members living in the residence, regardless of a familial relationship, are to be included in

the household size. Children who are subject to a shared-custody agreement and lives with the residence at least 50 percent of the time are to be counted in the household.

Some persons that live in the residence are not to be counted as household members when determining household size or in calculating household income. This includes any members that are foster adults or children, live-in aides, and any children of live-in aides.

Area Median Income (AMI) Limits Table

FY 2021 Income Limit Area	Median Family Income Explanation	FY 2021 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Birmingham-Hoover, AL HUD Metro FMR Area	\$78,000	Very Low (50%) Income Limits (\$) Explanation	26,850	30,700	34,550	38,350	41,450	44,500	47,600	50,650
		Extremely Low Income Limits (\$)* Explanation	16,100	18,400	21,960	26,500	31,040	35,580	40,120	44,660
		Low (80%) Income Limits (\$) Explanation	42,950	49,100	55,250	61,350	66,300	71,200	76,100	81,000

Fiscal Year 2021 Income Limit calculation found under the heading of "Access Individual Median Family Income Areas" of <https://www.huduser.gov/portal/datasets/il.html>

COVID-19 Impacts

The household must provide evidence of a COVID-19 related economic impact such as loss of job, reduced hours, reduced tips, loss of opportunities such as grants or scholarships due to the higher education institution closing, costs of distance learning or work from home hard- or software, increased child-care, or medical expenses.

The household must provide a certification regarding the impacts and documentation that would be available to support the COVID-19 impact costs.

Documentation Required to Demonstrate COVID-19 Financial Hardship

One or more members of the household must have either:

- Qualified for unemployment benefits, or
- Experienced a reduction in income, incurred significant costs, or experienced other financial hardship due, directly, or indirectly, to the COVID-19 outbreak.

Documentation is required to demonstrate that one or more members of the household has qualified for unemployment benefits or experienced a reduction in income, incurred significant costs, or experienced other financial hardships due, directly, or indirectly, to the COVID-19 outbreak.

For applicants who are eligible based on qualifying for unemployment, documentation should demonstrate at least one member of the household qualified for unemployment benefits. This may be documented by a notice of approval for unemployment benefits, evidence of unemployment payment, or other relevant documentation. If such documentation is not available, a signed attestation by the application regarding the household member's qualification for unemployment benefits may be used only after all other alternative documentation options have been exhausted.

For applicants who are eligible based on having experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due, directly or indirectly, to COVID-19, the applicant must provide a signed attestation that one or more members of the household meets this condition. Applicants should also, whenever possible, provide supporting documentation such as notice from an employer of reduced hours, notice from an employer of termination, an attestation from an employer regarding a reduction in hours, pay or termination, paystubs demonstrating a reduction in pay, bank statements demonstrating regular income, or other similar supporting documents.

Documentation Required to Demonstrate Housing Instability or Risk of Homelessness

Eligible households must be at risk of experiencing homelessness or housing instability. A written attestation will be required to document a risk of experiencing homelessness or housing instability. The attestation should be accompanied by documentation that may include:

- A past due utility or rent notice or eviction notice, or
- Other evidence of risk as allowed in the ERAP Guidelines or the ERAP FAQs

An applicant will be considered to be at risk of experiencing homelessness if they meet the HUD definition of At Risk of Homelessness as defined in 24 CFR Part 576.2(1)(ii) and (iii), 576.2(2) and 576.2(3). Documentation that demonstrates that an applicant meets the listed HUD definition for risk of experiencing homelessness may include but is not limited to documentation of annual income below 30 percent of the median family income for the area, can provide evidence of living in a hotel or motel not paid by a charitable or government program, or is exiting a publicly funded institution. A signed attestation the documents the existence of any of the HUD defined risk factors may be used to meet this requirement.

If the documentation options provided for above cannot be met, a narrative explanation of the risk of experiencing housing instability must be provided and included with the signed attestation.

Landlord Application on Behalf of Household

A landlord/owner/property manager of a rental property may apply for rental assistance on behalf of the tenant. In order to do so, the landlord/owner/property manager must:

- Obtain the tenant's signature on the application, which may be documented electronically.
- Provide documentation of the application to the tenant; and
- Use any payments from the application to satisfy the tenant's rental obligations.

Applications for assistance will not be processed unless they are complete, including all necessary documentation to verify eligibility based on income and impact.

Landlord/Owner Participation

Landlords, owners, or property management firms must certify the following:

- Confirmation that the owner/landlord does not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with this ERAP Grant Agreement.
- Confirmation that the owner/landlord/property manager makes determination of renting to households without regard to actual or perceived sexual orientation, gender identify, or marital status.
- The owner/landlord/property manager certifies they comply with the Violence Against Women Act, as amended.
- Confirmation that Section 504 prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance apply.
- Certification that the owner/landlord/property manager complies with the Age Discrimination Act of 1975 prohibiting discrimination on the basis of age in programs or activities covered with federal assistance.
- Certification that the owner/landlord/property manager complies with the Americans with Disabilities Act of 1990 prohibiting discrimination on the basis of disability under programs, or activities, and services provided or made available by state and local governments or agencies.

Additionally, owners/landlords must confirm the following information:

- Household information.
- Property information.
- Terms of the lease, including period of tenancy, rental amounts, whether utilities are included or are billed separately or are the household's responsibility.
- Amount of rent past due and the associated period.
- Amount of rent due and the associated period not to exceed 90 days.
- Amount of utilities past due, if due separately, and the associated period;
- Amount of utilities due, if due separately and the associated period not to exceed 90 days;
- Acknowledgement that if the rents and/or separately billed utilities are for current and future rents, that all past due and arrears rent and/or utility costs have been cleared (or will be with the assistance being provided).
- Acknowledgement that any payments received shall satisfy the tenant's rental obligations for the associated periods covered by the assistance.
- Signed attestation that confirms no other funds have covered the rents and/or utilities for the associated periods.
- W-9 statement; and
- Payment information.

The landlord will be required to meet all requirements necessary to set up a payment.

Utilities, Home Energy Costs and Required Documentation

Utilities and home energy costs are those costs for electricity, gas, water, sewer, trash removal, recycling, and energy costs such as fuel oil are eligible utility and home energy costs that are:

- Separately charged,
- The responsibility of the tenant household, and
- Related to the rental property.

All payments for utilities and home energy costs must be supported by a bill or invoice for the utility or home energy services at the rental unit. For utility arrears, documentation must demonstrate the total amount due including the amounts for each month of service. Utilities and home energy costs that are paid by the landlord are considered rent.

Telephone, cable, and cell phone costs are not considered utility or home energy costs and are not eligible for Emergency Rental Assistance.

Other Expenses Related to Housing and Required Documentation

The Act allows “other expenses related to housing incurred due, directly or indirectly, to the COVID-19 outbreak.” Jefferson County, Alabama has defined these costs as:

- Reasonable late fees that have accrued,
- Internet service provided to the rental unit,
- Relocation expenses if a household has been temporarily or permanently displaced due to COVID-19 such as rental fees, application or screening fees, reasonably accrued fees and any other expense allowed by the U.S. Treasury,
- Reasonable security deposit fees if a household has been temporarily or permanently displaced due to COVID-19, not to exceed 2 months of rent and inclusive of reasonable associated costs such as animal deposits, and
- Reasonable reconnection fees if a utility service has been discontinued.

All payments for housing-related expenses must be supported by documentary evidence such as a bill, invoice, or evidence of payment to the provider of the service. Documentation must show amounts by month of service or due date.

Duplication of Benefits

A duplication of benefits occurs when a household receives assistance from more than one source for the same purpose, or when the total assistance is greater than the need. Costs for rent, utility and/or housing expenses may only be covered with one source. Applicants' must disclose any other assistance from any other sources to cover the rent, utility and/or housing expenses submitted in the application for Emergency Rental Assistance Program will have their award adjusted if any other assistance for the rent, utility or housing costs have been provided. All duplications of benefits are subject to repayment to the County.

All implementing entities must check for duplicate assistance in the Homeless Management Information System (HMIS) prior to issuing payment and must input award information into HMIS prior to disbursement of funds.

Program Implementation

Jefferson County has elected to engage select Community Partners to undertake the implementation of Jefferson County's Emergency Rental Assistance Program. These Community Partners are non-profit organizations selected for their experience and knowledge implementing federal rental assistance programs and capacity for quickly and efficiently implementing this emergency program. All participating Community Partners are responsible for the implementation of Jefferson County's Emergency Rental Assistance Program consistent with their Subrecipient Agreements, all federal requirements, and the Program Guidelines.

The Community Partners will:

- Conduct outreach and communications to notify the public of the program,
- Conduct application intake and case management,
- Conduct duplication of benefits check via HMIS,
- Make award determinations based on program requirements,
- Issue payments to landlords and utility companies based on the award determinations,
- Issues 1099s to payees at the end of the year,
- Provide monthly reporting to Jefferson County consistent with the program reporting requirements, and
- Participate in regular monitoring and compliance activities.

Application Intake and Submission

When a household contacts a Community Partner, a case manager will assess household eligibility and provide information for applying for assistance. Applications will be accepted and processed in person/over the phone/by mail/via a drop box.

The Community Partners will conduct application intake including:

- Accept applications, release of information for HMIS, and signed attestations,
- Collect required documentation,
- Validate applications to identify duplicates (which will require investigation).
- Provide secure communications between applicants and the Case Managers.
- Integrate landlord applications into tenant applications.

Collect required information and documentation from landlords and utility companies, including payment details.

Community Partners must verify that the rental property addresses is within the program area, defined as within the boundaries of Jefferson County, Alabama but located outside of the Birmingham city limits. Addresses verification should be conducted using one of the two the publicly available property look-ups tools:

1. For single family homes, use the Jefferson County property tax website at:
<https://eringcapture.jccal.org/caportal/>

- a. Follow the link to “Search your Real Property,” select “Address” and enter the property address and check the resulting report for the “MUNICIPALITY”. Properties listed as BIRMINGHAM are ineligible for the program. Renters in all other municipalities and “COUNTY” (unincorporated Jefferson County) are eligible. Addresses outside the County boundary do not return search results.
2. For apartments and large multi-family units, use the Jefferson County Municipality Look-up website at: <https://jeffco-al.maps.arcgis.com/apps/View/index.html?appid=8f31c69f27e740659c3a3824ee13ec62>
 - a. Enter the property address in the search bar, then click on the resulting dot to select the parcel. Confirm the address in the “Property Information” window in the upper right-hand corner, click the arrow right. The second page will specify the corresponding city name or “Unincorporated” for areas of unincorporated Jefferson County. Property Information for properties outside the County will list the county name.

Jefferson County will provide technical support as needed to validate address for which the eligibility is difficult to determine. For technical assistance, contact Nathan Salter at 205-325-5761 ext. 1908 or by email at Saltern@jccal.org.

Process for Accepting Applications and Processing Prioritization

Priority of Assistance

All interested applicants are encouraged to apply; the priority of assistance is not intended to discourage or prevent households from applying for the Emergency Rental Assistance.

Applications will be reviewed, and assistance will be prioritized based on the following:

Primary Priority - Under 50% AMI/Unemployed Priority

- I) Households with income that does not exceed 50 percent of the area median income for the household size as determined by the U.S. Department of Housing and Urban Development (HUD); or
- II) Households where 1 or more individuals of the household is/are unemployed at the time of application and has/have not been employed for 90 days prior to the application date.

Secondary Priority - 50% - 80% AMI COVID-19 Impacted Priority

- I) Households that meet the program eligibility requirements not included in the Primary Priority. This including households with income that does not exceed 80 percent of the area median income for the household size as determined by HUD; and 1 or members of the household has/have:
 - i) Qualified for unemployment benefits within the past year, or
 - ii) Experienced a reduction in income within the past year, or

- iii) Incurred significant costs or experienced other financial hardship due to COVID-19; or
- iv) Can demonstrate a risk of experiencing homelessness or housing instability which include:
 - a) a past due notice for rent or utilities, or an eviction notice.
 - c) other allowable evidence of such risk.

Applications will be batched into monthly cycles. For each cycle, reviews will prioritize all applications for households meeting the **Under 50% AMI/Unemployed Priority ("Primary Priority")**. All Primary Priority applications will be prioritized for review ahead of all **"Secondary Priority" (50%-80% AMI COVID-19 Impacted Priority)** applicants regardless of the point in the cycle that they arrive. The Secondary Priority applications for the cycle will be reviewed next. All applications received during the cycle will be reviewed prior to review of the next batch of applications, which will follow the same prioritization procedure.

Application Processing and Termination for Inaction

Due to the volume of applications, only completed applications will be reviewed. Completed applications will be reviewed on a first come/first served basis. Funds will only be awarded to complete applications; funds will not be held or set aside for incomplete applications.

Requests to applicants for clarification, documentation, or other needed information must be returned within 10 business days; failure to provide the needed information or documentation within the 10 business days will result in the application being terminated due to non-action and the application being incomplete.

Fair Market Rent / Small Area Fair Market Rent

The U.S. Department of Housing and Urban Development (HUD) annually estimates Fair Market Rents (FMR) for Office of Management and Budget (OMB) defined metropolitan areas, some HUD defined subdivisions of OMB metropolitan areas and each nonmetropolitan county. The FMRs are used to determine payment standard amounts for rental units subsidized by HUD programs.

Small Area Fair Market Rents (SAFMRs) are FMRs calculated for ZIP Codes within Metropolitan Areas and are required to be used to set Section 8 Housing Choice Voucher payment standards in areas designated by HUD.

The FMR or SAFMRs will be used to determine the maximum monthly amount of rental assistance to be provided if a family is not able to provide a copy of a signed lease/rental agreement or satisfactory documentation to show the amount of rent paid for the unit.

Such assistance may only be provided for three months at a time. A grantee must obtain evidence of rent owed consistent with the above after three months in order to provide further assistance to such a household; Treasury expects that in most cases the household would be able to provide documentation of the amount of the rental obligation in any applications for further assistance.

FMRs can be found at: <https://www.huduser.gov/portal/datasets/fmr.html>

SAFMRs can be found at: <https://www.huduser.gov/portal/datasets/fmr/smallarea/index.html>

Duplication of Benefits

Community Partners will be responsible for ensuring there is no duplication of benefits of funds. Upon identification of a duplication of benefit, the Community Partner shall immediately refund to the County all duplicated amounts paid by the County. Community Partners must obtain a certification from applicants that they have not and will not receive funding from other sources to pay for the expenses covered by the Program (this applies to the specific bill(s) paid not the class of expense – e.g. if an applicant receive Program assistance for July and August rent they cannot receive funds from other sources for those July and August rent expenses but they could receive assistance though another source for the months before or after July and August).

Community Partners are required to certify that they have not received funding from other sources for the same purpose. Records must be kept and made available upon request that outline the Community Partners' sources and uses of funds and documentation of expenses for five years beyond the contract close date. Community Partners must verify that any balance is actually outstanding with the utility provider, landlord, or provider of other eligible costs prior to payment.

A Duplication of Benefits check must be conducted by the Community Partners for each application via the Homeless Management Information System (HMIS) and the eligible award amount must be reduced based on any payments already made to cover the requested expenses. The Community Partners must enter award amounts into HMIS to ensure applicants do not later receive funds that would constitute a duplication of benefits.

Community Partners must also cross-reference the beneficiary list from the Alabama Housing Finance Authority (AHFA) to verify applicants did not receive funds from the State Emergency Rental Assistance Program.

Jefferson County and the City of Birmingham, in an effort to preclude any duplication of benefits and consistent with the geographies used by the U.S. Treasury to award ERAP funds, have agreed to limit eligibility for their respective programs based on the location of the rental property. Residents whose rental units are within the Birmingham city limits will only be

eligible for the City's program. Residents whose rental units are within Jefferson County but outside of the Birmingham city limits are only eligible for the Jefferson County program. Residents whose rental units are in any of the other (non-Birmingham) municipalities in Jefferson County are only eligible for the Jefferson County program.

Determination of Assistance Award Amount

Once all required information and documentation has been received from the applicant, landlord and other sources, and the review processes have been completed, the application request will be assessed for compliance to the program criteria and a determination for award will be completed. Results of the determination include fully approved, approved with modifications, or denial.

Upon completion of all eligibility criteria review processes, the amount of assistance will be calculated. The total amount requested will be adjusted, if necessary, based on the verified total rents, utilities, and/or housing costs outstanding. This total amount will be reduced by any other program or assistance for the same costs. The final award amount will be recorded as the maximum grant to be provided to the household.

Applicants will be notified of the determination results. Approved applications, both those requests that are fully awarded and awarded with modifications (typically a reduction in assistance) will move to the Grant Agreement process.

Applicants that receive a denial decision will be notified in writing and mailed to the applicant at the address on file and provided electronically via email (if provided in the application) to ensure timely communication.

Applicants that receive either a modified award or a denial may appeal their decision, if documentation supporting the eligibility of the request is available (see below). All applicants must be notified of the option to appeal.

Payment of Awarded Funds

Once an award determination has been made, the applicant will be notified of the determination, including the award amount. Applicants must sign a Grant Agreement prior to the disbursement of funds to the entity to which funds are due (e.g. landlord or utility company, but not to the applicant). The Grant Agreement must include:

- Description of the assistance provided including the months covered, assistance types (e.g. rent, electricity), and assistance amounts by type and month,

- Certification that all information is true, correct and fully disclosed in the application,
- Certification that all household members and all income has been disclosed,
- Acknowledgement that false statements or false claims or fraudulent claims may result in legal action,
- Agreement that Jefferson County, the County's Auditor (or their designee), and the Treasury's Office of Inspector General shall be entitled to access, review and audit any records necessary to prevent fraud and/or ensure compliance with federal requirements.
- Agree to make any records relevant to the application available upon request; and
- Certify that no one in the household has received and will not receive any payments or other assistance from a federal agency or any other public or private source for rental or utility and home energy costs for the periods covered by this ERAP Grant Agreement other than those disclosed in the application for assistance.

Payment must be made to the entity to which payment is due. Rent and approved rental fees may only be paid directly to the landlord/owner/property manager. Utility assistance may only be paid directly to the utility provider. Payments for internet service to the residential unit will only be paid to the internet service provider. Payments will only be made for costs that meet the documentation requirements set forth in this document.

Payments may not be made to the applicant.

Status and Termination

During the process, applicants will have the ability to check the status of their applications by calling or emailing the Community Partner to which the application was submitted.

Applicants may withdraw their application at any time prior to payment being made to a landlord or utility or home energy provider.

Appeals Process

Program participants will be notified of their award and will be required to sign a Grant Agreement. If an applicant is denied assistance, a written denial letter will be sent to the applicant listing the reason(s) for denial.

Applicants and program participants have the opportunity to appeal an Emergency Rental Assistance Program decision regarding eligibility, the amount of assistance that has been awarded, the eligibility of costs, or any decision or action made. The first appeal must be

submitted to the Community Partner in writing and reviewed by a supervisor. A written response to the first appeal should be sent by the Community Partner within 5 business days. An applicant may file a final appeal with the Jefferson County Community Service & Workforce Development (CS&WD) Director in writing and a written response to the appeal should be provided within 10 business days. Final Appeals determinations will be made by the CS&WD Director. All appeals determinations made by the County are final.

All appeals must be made within 14 days of the date of the award or denial letter.

Community Partners should provide for appeals submissions consistent with their application intake options, accounting for the fact that appeals must be submitted in writing.

The final appeal must be submitted in writing via email to JeffcoERAPAppeal@jccal.org or mailed and must include supporting documentation. The County will accept written appeals with supporting documentation by mail sent to:

Jefferson County
ATTN: Nathan Salter
716 Richard Arrington Jr. Blvd. North
Suite A-430
Birmingham, AL 35203

It is important to understand that the criteria for eligibility, the amount of assistance, or the eligibility of costs will not be waived or modified; appeals must support how the applicant household meets these criteria and program requirements.

If an applicant is successful in their appeal, their ability to receive assistance will depend on whether ERA funds are available on the date of the appeal decision. A successful appeal does not guarantee receipt of assistance.

Fair Housing

Jefferson County, Alabama is committed to ensuring all individuals of similar income levels equal access to Jefferson County, Alabama's programs, regardless of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, familial status, gender identity or sexual orientation.

Jefferson County, Alabama's fair housing policy incorporates the requirements of the Fair Housing Act, Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendment Act of 1988 (Fair Housing Act), as well as the Alabama Fair Housing Laws. Housing

providers should endure that admissions, occupancy, marketing, and operating procedures comply with non-discrimination requirements.

In part, the Fair Housing Act makes it unlawful, because of protected class status, to:

- Discriminate in the selection/acceptance of applicants in the rental of housing units.
- Discriminate in terms, conditions, or privileges of the rental of a dwelling unit or services or facilities.
- Engage in any conduct relating to the provision of housing that otherwise makes unavailable or denies the rental of a dwelling unit.
- Make, print, or publish (or cause to make, print or publish) notices, statement or advertisements that indicate preferences or limitations based on protected class status.
- Represent a dwelling is not available when in fact it is available.
- Deny access to, or membership or participation in, associations or other service organizations or facilities relating to the business of renting a dwelling or discriminate in the terms or conditions of membership or participation; or
- Engage in harassment or quid pro quo negotiations related to the rental of a dwelling unit.

Jefferson County, Alabama has a commitment to fair housing for individuals with disabilities by promoting the accessibility requirement set out in the Fair Housing Act, which establish design and construction mandates for covered multifamily dwellings and requires housing providers to make reasonable accommodations and to allow persons with disabilities to make reasonable modifications.

As a condition of the ERA program funding through Jefferson County, Alabama, housing providers are not permitted to refuse to lease a unit to, or discriminate against, a prospective resident solely because the prospective resident has a Housing Choice Voucher or other form of tenant-based rental assistance.

Language Access

All application, marketing electronic interface, and printed materials will be translated into English and Spanish. Application intake services are also available in these languages. Applicants needing an alternative language may request assistance by contacting Nathan Salter, Jefferson County Grants Administrator, at 205-325-5761 ext. 1908 or by email at Saltern@jccal.org.

Confidentiality

All implementing entities, including all Community Partners, Jefferson County, and any other entities engaged to implement ERAP, must comply with all confidentiality requirements, including those in section 501(g)(4) of Division N of the Consolidated Appropriations Act regarding data privacy and security.

All implementing entities must establish policies and procedures to protect the privacy of individuals and households, including measure to ensure that any personally identifiable information of individuals is collected and used only for the purpose of validating identities and eligibility and for the purpose of submitting reports as required in the Consolidated Act, 2021.

All implementing entities must have confidentiality protections in place to securely hold all data and information gathered from and about individuals and applicant household members who are survivors of intimate partner violence, sexual assault, or stalking.

The Confidentiality procedures include and are applicable to printed documents, written materials, text messages, chat platforms, and oral communication via telephone, electronic meetings such as Zoom, WebEx, GoToMeetings, Teams, etc., or in person.

- In order to protect confidentiality, electronic files must be password protected and all paper copy documentation, including correspondence, applications, grant agreements or other information regarding the ERAP participants must be kept in a locked file cabinet.

Each implementing entity is required to (1) establish data privacy and security requirements with appropriate measures to ensure the protection of the privacy of the individuals and households, (2) provide that the information collected, including any personally identifiable information, is collected and used only for submitting reports to the federal government, and (3) provide confidentiality protections for data collected about any individuals who are survivors of intimate partner violence, sexual assault or stalking.

Information regarding ERAP applicants, participants, or former participants, including the fact that they are/were or are not/were not connected to the program may not be given to any individual or public or private organization except:

- Participating ERAP agencies or organizations with an executed Subrecipient Agreement, Contract or Memorandum of Understanding with the Jefferson County, Alabama ERAP and in accordance with the Release of Information signed by each ERAP applicant as part of their application.

- Other individuals or agencies when the ERAP applicant/participant/former applicant has signed a specific, time-limited authorization for information to be released.

Monthly Reporting

Community Partners will track, retain, and report all information as required by the U.S. Treasury and Treasury OIG to Jefferson County on a monthly basis. All monthly reports shall be submitted by the 15th day of the month following the month being reported. Failure to submit these reports may result in the loss of funds.

Monthly reports must be emailed to (all):

Justin Smith: SmithJD@jccal.org

Walter Jackson: JacksonW@jccal.org

Frederick Hamilton: Hamiltonf@jccal.org

Octavia Henry: HenryO@jccal.org

Nathan Salter: SalternN@jccal.org

Reporting must include the total number of applicants received, the number of eligible households approved for assistance, the number of households for whom assistance was paid; the rate of approval for assistance; the number of applicants whose income is calculated based on a self-certification of income; the type of assistance provided to each household; the average amount of funding provided per eligible household receiving assistance; the income levels broken out at levels of 1) up to 30% AMI, 2) between 30% and 50% AMI, and 3) between 50% and 80% AMI; and the average number of payments (for rent or utilities) covered by the assistance a household receives.

Disaggregated information relating to households assisted will also be required to be reported, which includes gender, race, and the ethnicity of the individual household member applying for assistance.

It is important to note that the U.S. Department of the Treasury's Secretary may require full and unredacted information, including personally identifiable information, for statistical research purposes and may collect and make available information collected at the census tract level.

Reported information must include but is not limited to the items listed here. Additional reporting requirements may be added as required for successful program implementation and as defined by the U.S. Treasury and Treasury OIG.

- Address of the rental unit;

- For landlords and utility providers, the name, address, and Social Security number, tax identification number or DUNS number;
- Amount and percentage of monthly rent covered by ERA assistance;
- Amount and percentage of separately stated utility and home energy costs covered by ERA assistance;
- Total amount of each type of assistance provided to each household (*i.e.*, rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing incurred due directly or indirectly to the COVID-19 outbreak);
- Amount of outstanding rental arrears for each household;
- Number of months of rental payments and number of months of utility or home energy cost payments for which ERA assistance is provided;
- Household income and number of individuals in the household; and
- Gender, race, and ethnicity of the primary applicant for assistance.
- Grantees should also collect information as to the number of applications received in order to be able to report to Treasury the acceptance rate of applicants for assistance.

Recordkeeping and Data Collection

Implementing entities must keep records of all applications, decisions made, and assistance provided to participants using their recordkeeping system.

Information must be kept regarding applicants, their status, decisions regarding assistance, amounts of assistance including the type (rent, utilities, etc.), the periods of assistance, and total awards amounts, as well as information regarding those applicants that were not assisted due to withdrawal, termination for non-action, denial, or any other reason.

ERAP records may include but are not limited to the following:

- General ledger and subsidiary ledgers used to account for
 - (a) the receipt of Consolidated Act, 2021 payments and
 - (b) the disbursements from such payments to meet eligible expenses related to the Emergency Rental Assistance Program and the public health emergency due to COVID-19.
- Budget records for 2020, 2021 and, if ERAP payments occurred past December 31, 2021, the records for 2022.
- Payroll, time records, human resource records to support costs incurred for payroll expenses related to administering the ERAP.
- Receipts of all costs related to marketing, administering, implementing, and closing out the ERAP.

- Contracts and subcontracts entered into using Consolidated Act, 2021 payments and all documents related to such contracts.
- Grant agreements and grant subaward agreements entered into using Consolidated Act, 2021 payments and all documents related to such awards.
- All documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipient and subrecipients.
- All documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards.
- All internal and external email/electronic communications related to use of Consolidated Act, 2021 payments.
- All investigative files and inquiry reports involving Consolidated Act, 2021 payments; and
- All correspondence related to applications, program design and implementation, reporting, or any other program related items.

All records associated with the ERAP shall be maintained for a period of seven (7) years after final payment is made using Consolidated Act, 2021 funds. These record retention requirements are applicable to all U. S. Treasury recipients, their grantees and subgrant recipients, contractors, and other levels of government that received Consolidated Act, 2021 payments from U. S. Treasury recipients.

Treasury's Office of Inspector General may require the collection of additional information in order to fulfill its oversight and monitoring requirements. Treasury will provide additional information regarding reporting to Treasury at a future date.

Monitoring

All Emergency Rental Assistance Program funds are subject to monitoring by Jefferson County and its designees in accordance with Jefferson County Emergency Rental Assistance Program Monitoring Plan and Schedule. The monitoring plan provides a framework to review the progress of prime recipients, subrecipients, direct grantees, contracted vendors, etc., and determine where follow up or outreach is needed.

Monitoring objectives include:

- Fraud prevention and mismanagement of funds.
- Confirmation and validation of proper programmatic record retention relative to spending.
- Ensuring funds are used in accordance with the federal guidance, ERAP eligibility requirements, and Jefferson County specific requirements.
- Confirmation program or project objectives were achieved.

Monitoring activities will include the following:

1. Assessment of high-risk program or project activity
2. Regular monitoring calls between Jefferson County and the Community Partners
3. Compliance check including review of ledger, invoices, sample files and expenditure summary reports, due to County monthly
4. Documentation of monitoring findings
5. Determination and communication of corrective actions
6. Final expenditure report (within 30 days of final payment utilizing grant funds)
7. Grant closeout report (within 60 days of final payment utilizing grant funds)

Community Partners must provide, that all activities are conducted in a positive and nurturing environment.

Conflicts of Interest

A conflict of interest occurs when a person is in a position to receive personal benefit from actions they take or decisions they make in their official capacity. A conflict of interest may be either an actual conflict or may be a perceived conflict of interest. It is possible for a potential or perceived conflict of interest exist even if no unethical, improper, or illegal act results from the conflict.

An individual may have a conflict of interest in any situation where one's judgment, actions, or non-action could be interpreted to be influenced by something that would benefit them directly or through indirect gain to a friend, relative, acquaintance or business or organization with which they are involved.

The rule is that no persons described below who exercise decision making, have exercised responsibilities with respect with the ERA program, or who are in a position to participate in decision-making may obtain a financial interest or benefit, or have a financial interest in any contract, subcontract, or agreement with respect with the ERA program, either for themselves or with those with whom they have business or immediate family ties during their tenure.

Conflict of interest requirements apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of Jefferson County, Alabama or any designated public agency, or subrecipients that are receive funds under the ERA program.

Any potential or actual conflicts of interest may be reported immediately to the County Manager's Office, Jefferson County, Alabama.

Fraud

Fraud is an illegal act of intentional deception or misrepresentation used to benefit oneself or others. Fraud includes but is not limited to false representations of material fact, false or

misleading statements, or the concealment of something that should have been disclosed, which deceives and is intended to deceive.

Fraud and abuse of the ERAP funds may be result of:

- Unauthorized access to sensitive information.
- Filing false applications or claims.
- Providing false statements to obtain assistance funds.
- Diversion of benefit proceeds.
- Forgery.
- Promised services not delivered, and/or
- Misuse and mismanagement of the funds.

Data must be analyzed to reveal trends, relationships, and correlations between the data that can identify ongoing fraud and abuse of funds.

Any person or entity (including its employees and affiliates) that enters into an agreement with Jefferson County, Alabama that witnesses, discovers evidence of, receives a report from another source, or has other reasonable basis to suspect that fraud, misuse of funds or embezzlement has occurred must immediately make a report through the following channels:

- Nathan Salter, Jefferson County Grants Administrator, by email at Saltern@jccal.org, or by phone at 205-325-5761 ext. 1908
- Frederick L. Hamilton, Jefferson County CECD/EDFP Director, by email at hamiltonf@jccal.org, or by phone at 205-325-5785
- Justin Smith, Assistant to the Jefferson County Manager, by email at smithjd@jccal.org, or by phone at 205-731-2880
- The Treasury Office of Inspector General hotline at 800-359-3898

Individual filing a complaint may request the complaint to be handled confidentially if they believe disclosing their identity may create a hardship or place them in danger. If confidentiality is elected, it is suggested but not required to provide as much contact information as they are comfortable if additional details are needed. Filing an anonymous complaint may limit the ability of conducting a complete investigation.

Disbursement Schedule and Reconciliation of Funds

Disbursement 1 (Advance): Issued by Jefferson County to Community Partners following Jefferson County's receipt of the signed contract, Community Partners submission of completed Risk assessment Form Part A, and completion of Risk Assessment Form Part B by Jefferson County.

Funds must be maintained in a dedicated bank account with the account statement submitted monthly. Subsequent disbursements for direct service reimbursements, excluding administrative reimbursements, must be deposited into this account. Advance funds are to be used as working capital to fund the assistance provided to beneficiaries. These funds are not to be used to float the upfront administrative costs of the program.

Subsequent Disbursements: (Reimbursement): issued by Jefferson County to the Community Partners on a reimbursement basis. The Community Partners may submit requests for reimbursement at any time for review and approval by the County for eligible expenses incurred within the agreement period. All requests for reimbursement shall be submitted with supporting documentation such as invoices, receipts, bills, method of calculating charges and other documentation needed to support the reimbursement request. Supportive documentation shall be submitted together with reimbursement forms in the format as required by the County. Each request for reimbursement form must have an original signature. Reimbursement shall be payable upon receipt pending the review and approval by the Jefferson County Office of Community Services and Workforce Development. Administrative costs will be paid at a rate not to exceed 8.5% of the total disbursed program funds.

Any changes in the above listed budget items must be approved in writing by the County in advance of expenditure of funds by the Community Partner. No work performed pursuant to this Agreement shall be contracted to any other person, organization, consultant, or corporation without prior written approval by the County.

Operation expenditures such as equipment purchases shall be limited to purchases that are less than \$1,000 unless approved by the County.

All funds must be expended before September 30, 2021. Disbursement will be based on Jefferson County's determination of satisfactory compliance with program requirements and consistent with documentation requirements. When and how funds will be released will be at the County's discretion based on the outcome of monitoring and compliance efforts.

Community Partners will request, on a minimum of a monthly basis, reimbursement for funds expended by the 1st business day of each month. Reimbursement requests should not be submitted more than once weekly. Community Partners should submit their first request on or before the 1st business day of the month following the first full month the contract is in effect. Reimbursement requests and supporting documentation should be submitted electronically with a hard copy submitted to the following:

Email copies to:

Frederick Hamilton: Hamiltonf@jccal.org

Octavia Henry: HenryO@jccal.org

Nathan Salter: SalternN@jccal.org

And mail a hard copy to:

Department of Community Services and Workforce Development
Grants Administrator
716 Richard Arrington Jr. Blvd. North, Suite A430
Birmingham, AL 35203

Community Partners will be required to report a reconciliation of all funds and any cash on hand at the end of the program performance period, as established in the contract, and are required to return funds not used for allowable costs to Jefferson County no later than 30 days after identification by the Community Partner or Jefferson County.

Allowable Administration and Project Delivery Costs

Total Allowable Administration and Project Delivery cost are capped as noted in the contract and will be available for reimbursement at 8.5% of the value of Disbursed Direct Assistance. Disbursed Direct Assistance is the total value of assistance disbursed by the Community Partner to pay the outstanding balance due on behalf of beneficiaries.

Administration and project delivery costs include direct administrative expenses such as payroll costs for employee time spent on program implementation and administration, as well as supplies and materials dedicated to the Program. Administrative and Project Delivery costs will be reimbursed based on actual eligible costs incurred and documented.

JEFFERSON COUNTY
CONTRACT COVER SHEET

Originating Department:	Department of Community Services and Workforce Development			BID:No	
Department Contact	Frederick Hamilton,			Phone Number:	
Contract Info#: 7207	Contract Name/ID: Bridge Ministries Emergency Rental Assistance Program (ERAP)/7207			Amount: \$500,000.00	
Date Start: 05/6/21		Contract Type: Expenditure			
Date End: 12/31/21					
CANCELLATION TERMS:	30 days cancellation				
Funding Sources	Org Code:	Object:		Grant Number:	
For Expenditures:	Original Budget: \$13,502,418.00	Current Remaining: \$13,502,418.00		After Execution: \$13,002,418.00	
Contractor:	Bridge Ministries				
Remittance Address:	1016 19 th Street S, Birmingham, AL 35205				
Taxpayer ID#	N/A			Vendor ID# N/A	
Dept Contact Person:	Nathan Salter	Email:	salter@jccal.org	Phone:	205-325-5761
Contractor Contact Person:	Lisa Isay	Email:	bridgerefferral@gmail.com	Phone:	205-515-39999
Contract Description:	Resolution authorizing the Commission President to execute an Emergency Rental Assistance Program agreement with Bridge Ministries, Inc. for emergency payment assistance programming. The amount of the agreement will not exceed \$500,000.00 and the funds will come from the Emergency Rental Assistance Program funds. These costs will be paid with Federal funds.				
BID/RFP Number (if item/service was not bid, give detailed explanation)	N/A				
Payment Terms:	Per contract terms				

Resolution

WHEREAS, The Emergency Rental Assistance Program was established by section 501 of Division N of the Consolidated Appropriations Act, 2021 (Act). The Act allocated \$25 billion to the U. S. Department of the Treasury (Treasury) to provide funds directly to states, territories, local governments, and Indian tribes for households that are unable to pay their rent and utilities due to the financial impacts of the COVID-19 pandemic.; and

WHEREAS, Jefferson County, Alabama received \$13,502,418 for the Emergency Rental Assistance Program under the Consolidated Appropriations Act, 2021. And

WHEREAS, Emergency Rental Assistance Program (ERAP) provides emergency financial assistance grants for rent, utility and home energy, and other expense related to housing to eligible individuals and households that have been economically impacted during the COVID-19 pandemic through job loss, furlough or reduction in hours or pay, or increased expenses, residing in eligible areas of the County of Jefferson, Alabama; and

WHEREAS, Emergency grants for rental and/or utility payments are made on behalf of an eligible applicant household, without a prescribed limit per month for a period of up to twelve (12) months, to maintain stable housing and/or to reduce rental or utility payment delinquencies as a result of the economic downturn during the COVID-19 pandemic. Households may request, if needed for housing stability, an additional three (3) months assistance if funding is available. Household assistance may not exceed fifteen (15) months for rent, rental arrears, and prospective rent; and

NOW, THEREFORE, BE IT RESOLVED by the County Commission that the President is authorized, directed and empowered to execute the contract agreement between Jefferson County, Alabama and Bridge Ministries, Inc. for the Emergency Rental Assistance Program. The amount of the agreement will not exceed Five Hundred Thousand and 00/100 Dollars (\$500,000.00). The funds will come from U.S. Department of Treasury Emergency Rental Assistance Program funding.

ADOPTED:

County Manager Tony Petelos,

The attached resolution authorizes the Commission President to execute an Emergency Rental Assistance Program agreement with Bridge Ministries, Inc. for emergency payment assistance programming. The amount of the agreement will not exceed \$500,000.00 and the funds will come from the Emergency Rental Assistance Program funds. These costs will be paid with Federal funds.

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ADOPTED:

Resolution authorizing the Commission President to execute an Emergency Rental Assistance Program agreement with Bridge Ministries, Inc. for emergency payment assistance programming. The amount of the agreement will not exceed \$500,000.00 and the funds will come from the Emergency Rental Assistance Program funds. These costs will be paid with Federal funds.



Independent Contractor Submission Form (ICSF)

Pursuant to Rule 11.4 of the Rules and Regulations of the Personnel Board of Jefferson County, appropriate documentation and a copy of the contract must be provided with the submission of this form. If sufficient information is not received, the Board may request additional documentation, return the contract or recommend denial of the contract. Submission of this form simply allows the Board to begin the Independent Contractor Review process and does not imply that information is all inclusive or that a contract will be approved. Questions should be directed to classandcomp@pbjcal.org. **NOTE:** If a contract is, in accordance with Policy 2015-002 of the Personnel Board, related to the construction of viaducts, bridges, streets, sewers, canals, public building or public utilities, then the contract is exempt from Personnel Board review.

Requesting Department: _____ Contractor's Name: _____

Contract Amount: _____ Contract Term (in years): _____

Contract Start Date: Following Commission/Council Approval ☐ OR, the Actual Date: _____

Is this a new contract, a renewal, or an amendment? New ☐ Renewal ☐ Amendment ☐

If this is a new contract, how many options to renew are included? 1 ☐ 2 ☐ 3 ☐ Other ☐

If this is a renewal, on what date was the original contract approved by the Personnel Board? _____

If this is a renewal, OR, if a contract has been executed with this contractor in the past,
what was the termination date of the contract or last renewal? _____

NATURE OF THE CONTRACT

- In "layman's terms" please provide a brief summary of the contract and the services to be performed. Please include the purpose of the contract, why an independent contractor is needed, and any helpful background information.

RATIONALE AND SUPPORTING INFORMATION

- Does this contract contain a staffing component? Yes ☐ *No ☐
*If the contract does not include a staffing component (for example, the contract is to purchase software, and Merit System employees will install the software), then submission of the contract to the Personnel Board for review is not necessary.

- Does the staffing component of this contract overlap with work performed by any Merit System job classification(s)?
☐ Yes, but there are extenuating circumstances that must be considered (please describe them below):
☐ No (please clarify below how they are different):

- Please indicate whether the staffing component of the work in this contract is:

Please note this does not refer to the term of the contract, but to the nature of the work being performed through the contract.

- ☐ Continuous (the work to be performed is expected to continue indefinitely).
- ☐ Temporary* (the work to be performed is temporary in nature has a defined start and end date).

*If "Temporary," please indicate the start and end dates and explain the temporary nature of the work:

5. Regardless of whether the work to be contracted is continuous or temporary, please indicate whether the work is:
- ☐ Consistently performed (regardless of the amount of time needed to perform the work, the work must be performed on a reasonably regular basis).
- ☐ Sporadically performed* (the work is performed on an irregular, intermittent or limited basis as needed).
- *If "Sporadically performed," please describe the sporadic nature of the work:

-
6. The work/service to be performed under this contract: (indicate most appropriate response)

- ☐ Has not been performed prior to the establishment of this contract.
- ☐ Has been performed previously through other contracts.
- ☐ Has been performed previously by Merit System employees.

7. Is this type of work customarily given by public sector agencies to independent contractors?

Yes* ☐ No ☐

*If "Yes," please provide the names of other public sector agencies that contract similar services.

-
8. Does the work to be performed through the contract require equipment and/or facilities not currently possessed by your City/County/Agency?

Yes* ☐ No ☐

*If "Yes," please indicate the type of equipment and/or facilities required and not possessed to perform the work.

-
9. Is it more cost effective to provide these services via a contract rather than with in-house staff and equipment?

Yes* ☐ No ☐

*If "Yes," please attach a thorough comparison between "in-house costs" and "contract costs" to support your assertion.

Form completed by (name): _____ Title: _____

Email: _____ Phone: _____

Jurisdiction (City/County/Agency): _____ Appointing Authority Signature: _____

Revised 5/5/2020

**STATE OF ALABAMA
JEFFERSON COUNTY**

**Emergency Rental Assistance Program (ERAP)
SUBRECIPIENT AGREEMENT**

THIS AGREEMENT entered into effective the date of approval by the Jefferson County Commission by and between Jefferson County, Alabama, hereinafter called “the County,” and Bridge Ministries, located at 1016 19th Street South, Birmingham, AL 35205, hereinafter called “the Sub-Recipient.”

WHEREAS, on March 13, 2020 the President of the United States of America declared a National State of Emergency due to COVID-19 (Coronavirus); and

WHEREAS, on March 13, 2020 the Governor of the State of Alabama issued an Executive Order and declared a statewide State of Emergency in Alabama due to COVID-19; and

WHEREAS, On December 21, 2020, Congress passed the Consolidated Appropriations Act of 2021, a year-end COVID-19 Relief and Omnibus Spending Package that included funds for the Emergency Rental Assistance Program (ERAP), to be administered by the US. Department of Treasury; and

WHEREAS, the County Manager, has received an application from the Sub-Recipient, which has been vetted by a Technical Advisory Committee, who recommends awarding a subgrant of the County’s Emergency Rental Assistance Program (ERAP) allocation in accordance with guidance issued by the United States Department of Treasury for the amount and scope listed within this agreement; and

WHEREAS, the Sub-Recipient has read “Exhibit A – Emergency Rental Assistance Program (ERAP) ACKNOWLEDGEMENT AND CERTIFICATION” and has completed “Exhibit B – CERTIFICATION AND ASSURANCE”, “Exhibit D – RISK ASSESSMENT”, and “Exhibit E”;

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

ENGAGEMENT OF SUB-RECIPIENT: The County hereto agrees to engage the Sub-Recipient and the Sub-Recipient hereby agrees to perform the COVID-19 related work hereinafter set forth.

SCOPE OF SERVICES:

The Sub-Recipient will provide Emergency Rental Assistance Program (ERAP) services, consistent with the eligibility review memo (Exhibit C), Jefferson County Emergency Rental Assistance Program (ERAP) (Exhibit E), and Jefferson County Household Support Program framework (Exhibit F).

TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The term of this agreement shall commence upon execution of this agreement and continue no later than December 31, 2021. 100% of funds must be expended by September 30, 2021. If the SUB-RECIPIENT is unable to expend 100% of their funds by the respective deadline the remaining funds can be withdrawn by the County with written notification.

COMPENSATION: As compensation for the Sub-Recipient's professional services performed hereunder, the County shall pay the Sub-Recipient an amount not to exceed \$500,000.00 including no more than \$457,500.00 in direct financial assistance and no more than \$42,500.00 in administrative costs. The Sub-Recipient will be advanced 30% of the direct financial assistance (\$137,250.00) upon execution, to include all Exhibits. The County will provide payment within Thirty (30) days after receipt of itemized invoices from Sub-Recipient.

REPORTING REQUIREMENTS: Sub-Recipient shall deliver to the Jefferson County Department of Community Services and Workforce Development with a copy to the County Manager and County Attorney a detailed report describing the use of the funds no later 15th business day of the month following the first full month the contract is in effect and then monthly by the 15th business day of the following month.

Sub-Recipient shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, or Office of Inspector General of the United States all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Sub-Recipient for a period of not less than seven (7) years from termination of the contract inclusive of any amendments.

ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of County. Should County authorize Sub-Recipient to subcontract (assign) any portion of this contract, Sub-Recipient will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, Sub-Recipient must maintain a continuous effective business relationship with the Sub-Sub-Recipient(s) including, but not limited to, regular payment of all monies owed to any sub-Sub-Recipient. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement 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 jurisdiction and venue over

all disputes arising under this Agreement shall be the Circuit Court of Jefferson County, Alabama, Birmingham Division.

STATEMENT OF CONFIDENTIALITY: Sub-Recipient agrees that any information accessed or gained in performance of those duties will 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 required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.

INDEPENDENT CONTRACTOR: the Sub-Recipient acknowledges and understands that the performance of this contract is as an independent Contractor and as such, the Sub-Recipient is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.

The Sub-Recipient shall not, without prior written permission of the County specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the County.

NON-DISCRIMINATION POLICY: The Sub-Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. The Sub-Recipient will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

MISCELLANEOUS REQUIREMENTS: Upon execution of this contract, the Sub-Recipient shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.

TERMINATION OF CONTRACT: This contract may be terminated by the County with written notice to the Sub-Recipient regardless of the reason. Upon termination by the County for convenience, Sub-Recipient shall be entitled to receive compensation for services provided prior to the date of termination.

Any violation of this agreement shall constitute a breach and default of this Agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Sub-Recipient of any liability to the County for damages sustained by virtue of a breach by the Sub-Recipient.

INDEMNITY: Except for loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, caused solely by the negligence of the County, its commission, officers and employees, Sub-Recipient shall indemnify, defend and hold harmless the Agency, its Council, boards and commissions, officers, and employees from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, regardless of the merits or outcome of any such claim or suit arising from or in any manner connected to Sub-Recipient's negligent act or omission regarding performance of services or work conducted or performed pursuant to this Agreement.

NOTICES: Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Contract 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:

County: Jefferson County Department of Community
Services and Workforce Development
Grants Administrator
716 Richard Arrington Jr. Blvd N
Suite A-430
Birmingham, Alabama 35203

Copy to: Jefferson County Manager
716 N Richard Arrington Jr. Blvd. North
Room 251
Birmingham, AL 35203

Jefferson County Attorney
716 N Richard Arrington Jr. Blvd. North
Room 280
Birmingham, AL 35203

Sub-Recipient: Bridge Ministries
PO Box 55216
Birmingham, AL 35255-5216

AMENDMENT OF AGREEMENT: This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.

INSURANCE: The Sub-Recipient will maintain liability insurance in an amount to be determined by the County to protect him and the County from claim's and from claims for

which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama and **shall include Jefferson County, Alabama as Added Additional Insured By Endorsement including a thirty (30) day(s) written cancellation notice.** Evidence of the required insurance will be furnished to the Department of Community Services and Workforce Development not later than seven (7) day(s) after Purchase Order/contract date. Sub-Recipient is also required to include the bid number on the evidence of insurance.

COUNTY FUNDS PAID: Sub-Recipient and the Sub-Recipient representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant 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 or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the Sub-Recipient nor 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 County 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 inducement or consideration for this contract.

Any violation of the terms and scope of services, including misuse of funds provided in this contract shall constitute a breach and default of this contract, which shall be cause for termination. Upon such termination of this contract due to breach, Sub-Recipient shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

CONFLICT OF INTEREST: The Sub-Recipient declares that, as of the date of the contract, neither the County, nor any of the County's employees or any Director nor any other Government Official is directly or indirectly interested in this contract or any contract with the Sub-Recipient for which compensation will be sought during the period of time this contract is being performed. And, furthermore, the Sub-Recipient pledges that he/it will notify the Purchasing Manager in writing should it come to his/its knowledge that any such official becomes either directly or indirectly interested in the contract or any contract with the Sub-Recipient for which compensation will be sought during the aforesaid period. In addition, the Sub-Recipient declares, that as of the date of this contract, neither he/it nor any of his/its officers or employees have given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the County, or to anyone else for the County's benefit, any sum of money or other thing of value for aid or assistance in obtaining this contract with the County under which compensation will be sought during the period of time this contract is being performed. And furthermore, that neither the Sub-Recipient nor any of his/its officers or employees will give or donate or

promise to give or donate, directly or indirectly, to any official or employee of the County, or to anyone else for the County's, County Official, or County employee's benefit, any sum of money or other thing of value, for aid of assistance in obtaining any amendment to this contract or any other contract with the Sub-Recipient for which compensation will be claimed during the period of time this contract is being performed.

Statement of Compliance with Alabama Code Section 31-13-9: 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.

PROCUREMENT: SUB-RECIPIENT shall procure all supplies, equipment, property, services, and construction necessary for implementation of its activities. Procurement shall be carried out in accordance with 2 CFR 200.320-200.326, the SUB-RECIPIENT's own procurement requirements and all provisions of CDBG regulations governing procurement.

PROPERTY CONTROLS: The SUB-RECIPIENT is to maintain a system for tracking property and other assets purchased with grant funds, and that the SUB-RECIPIENT has procedures for ensuring such property and assets are secure and used for authorized purposes only, as specified in 24 CFR 85.32 (d) and 24 CFR 84.34 (f).

SUB-RECIPIENT AUDIT: If the SUB-RECIPIENT receives more than \$750,000.00 in federal funds in a year, the SUB-RECIPIENT shall have a single or program-specific audit conducted for that year in accordance with 2 CFR 200.500. The SUB-RECIPIENT will be required to submit an audit report within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. The SUB-RECIPIENT agrees that any costs disallowed pursuant to subsequent audit(s), COUNTY, or HUD review will promptly be remitted to the COUNTY.

LIABILITY: The SUB-RECIPIENT shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or on behalf of the COUNTY.

The SUB-RECIPIENT will save and hold harmless the COUNTY, its elected officials and employees against liability resulting from any act or omission by the SUB-RECIPIENT, its agents, servants, or employees related to services furnished by the SUB-RECIPIENT under this agreement.

INFLUENCE ON GRANT AWARDS: To the best of the SUB-RECIPIENT'S knowledge and belief:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the SUB-RECIPIENT, 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 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;

If any funds other than Federal appropriated funds have been 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, it will complete and submit Standard Form- LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

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 subrecipients shall certify and disclose accordingly.

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

COPYRIGHTS AND DISCOVERIES: If this agreement results in a book or other copyrightable materials, the author is free to copyright the work, but the federal grantor and the commission reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use and authorized the use of all copyrighted material and all material which can be copyrighted resulting from the agreement. Any discovery or invention arising out of or developed in the course of work aided by the agreement shall be promptly and fully reported to the commission and if applicable, to the administrator of the federal grantor agency for determination as to whether patent protection on such invention or discovery including right under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest. SUB-RECIPIENT shall know and follow the mandatory standards and policies relating to energy efficiency which are contained in the State of Alabama's Energy Conservation Plan and Conservation Act (Pub.L.94-163).

COMPLIANCE WITH FEDERAL REGULATION: SUB-RECIPIENT agrees to comply with any and all applicable Federal Regulation and in addition to applicable uniform requirements, as described in 24 CFR 570.502. The SUB-RECIPIENT shall carry out each activity in compliance with all Federal laws and regulations including those described in subpart K of 24 CFR 570; except that (1) SUB-RECIPIENT does not

assume the GRANTEE's environmental responsibilities under 24 CFR 570.604; and (2) SUB-RECIPIENT does not assume GRANTEE'S responsibility for initiating the review process under the provisions of 24 CFR 52.

ENVIRONMENTAL ISSUES: Activities under this part are subject to environmental review by HUD under 24 CFR part 58. The COUNTY shall supply all available, relevant information necessary to perform for each property any environmental review required by 24 CFR part 58. The COUNTY also shall carry out mitigating measures required by HUD or select alternate eligible property. HUD may eliminate from consideration any application that would require an Environmental Impact Statement (EIS).

MISCELLANEOUS:

- a. The entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement.
- b. Should any of the provisions hereunder be found to be invalid, void or voidable by a court, the remaining provisions shall remain in full force and effect.
- c. All notices required or permitted under this agreement shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed above, or when delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals or caused these presents to be executed by their duly authorized representative.

SUB-RECIPIENT:


 Signature

Lisa Isay
 Print Name

Executive Director
 Title

04/23/2021
 Date

JEFFERSON COUNTY, ALABAMA

 Signature

James A. Stephens
 Print Name

President, Jefferson County Commission
 Title

 Date

EXHIBIT A

**Emergency Rental Assistance Program (ERAP)
ACKNOWLEDGEMENT AND CERTIFICATION**

AUTHORITY

The Consolidated Appropriations Act of 2021, a year-end COVID-19 Relief and Omnibus Spending Package that included funds for the Emergency Rental Assistance Program (ERAP), to be administered by the US. Department of Treasury. Jefferson County received approximately \$13,502,417.90 under ERAP.

USE OF FUNDS

The funds provided are only to cover those costs as outlined in the Emergency Rental Assistance Program (ERAP) in addition to this contract and its supporting exhibits. The “necessary expenditures” made by the Applicant Organization will be only those expenditures to prevent, prepare for, and respond to coronavirus and no other purpose as outlined by the Consolidated Appropriations Act of 2021, a year-end COVID-19 Relief and Omnibus Spending Package. The Applicant Organization will not use funds received to replace or supplant any other funding nor to fill or prevent revenue shortages.

CERTIFICATION

Eligibility to receive payment from Jefferson County’s portion of funds from the Emergency Rental Assistance Program (ERAP) is contingent upon the recipient certifying in writing that the recipient will: (1) use the funds in a lawful manner consistent with the Consolidated Appropriations Act of 2021, a year-end COVID-19 Relief and Omnibus Spending Package and in other related regulations (as set forth in the “Use of Funds” section immediately preceding this section) and (2) will comply with any and all policies and directives issued by Jefferson County related to the ERAP.

RECOUPMENT

The Inspector General of the Department of the Treasury is required to conduct monitoring and oversight of the receipt, disbursement, and use of funds made available from the Emergency Rental Assistance Program (ERAP). If it is determined that a recipient of funding from Jefferson County’s allocation from the Emergency Rental Assistance Program (ERAP) has failed to comply with the “Use of Funds” restrictions or any other provision relating to the Consolidated Appropriations Act of 2021, a year-end COVID-19 Relief and Omnibus Spending Package, then funds used in violation of the Consolidated Appropriations Act of 2021, a year-end COVID-19 Relief and Omnibus Spending Package shall be considered as a debt of the recipient owed directly to Jefferson County and shall be subject to set-off against any other amount owed by Jefferson County to the recipient.

REALLOCATION

Funds received from this award that remain on balance as unused on September 30, 2021, shall be returned to Jefferson County.

SANCTIONS

Expenditure of funds from this award in a manner not allowed or inconsistent with the law (including, without limitation, with the “Use of Funds” restrictions in the Consolidated Appropriations Act of 2021, a year-end COVID-19 Relief and Omnibus Spending Package) may result in future awards being suspended or terminated and in other legal action being taken against the recipient.

REPORTING REQUIREMENTS

The Consolidated Appropriations Act of 2021, a year-end COVID-19 Relief and Omnibus Spending Package requires Jefferson County to provide the federal government with regular reports on the amount of funds received and expended from the Emergency Rental Assistance Program (ERAP) allocation and the types of projects or activities for which the funds are used. For Jefferson County to comply with its reporting requirements, recipients of such funds from Jefferson County may be required to provide the following information by the fifteenth day of every month containing information for the immediately preceding month:

- (A) Treasury will provide instructions at a later time as to what information grantees must report to Treasury and how this information must be reported. At a minimum, in order to ensure that Treasury is able to fulfill its quarterly reporting requirements under section 501(g) of Division N of the Act and its ongoing monitoring and oversight responsibilities, grantees should anticipate the need to collect from households and retain records on the following:
- Address of the rental unit;
 - For landlords and utility providers, the name, address, and Social Security number, tax identification number or DUNS number;
 - Amount and percentage of monthly rent covered by ERA assistance;
 - Amount and percentage of separately stated utility and home energy costs covered by ERA assistance;
 - Total amount of each type of assistance provided to each household (*i.e.*, rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing incurred due directly or indirectly to the COVID-19 outbreak);
 - Amount of outstanding rental arrears for each household;
 - Number of months of rental payments and number of months of utility or home energy cost payments for which ERA assistance is provided;
 - Household income and number of individuals in the household; and
 - Gender, race, and ethnicity of the primary applicant for assistance.

Sub-Recipient should also collect information as to the number of applications received in order to be able to report to Treasury the acceptance rate of applicants for assistance.

Treasury's Office of Inspector General may require the collection of additional information in order to fulfill its oversight and monitoring requirements. Treasury will provide additional information regarding reporting to Treasury at a future date. Grantees must comply with the requirement in section 501(g)(4) of Division N of the Act to establish data privacy and security requirements.

Sub-Recipient organizations will be required to report a reconciliation of all funds and any cash on hand at the end of the program performance period, as established in the contract, and are required to return funds not used for allowable costs to Jefferson County no later than 30 days after identification by the Sub-Recipient or Jefferson County.

Failure to submit these reports may result in the loss of funds.

EXHIBIT B

CERTIFICATION AND ASSURANCE

I, Lisa Isay, am Executive Director of Bridge Ministries, Inc.

and I certify under penalty of perjury that:

1. I have the authority on behalf of the Applicant Organization (set forth above) to request payment from Jefferson County of funding from the Emergency Rental Assistance Program (ERAP) that it received pursuant to the Consolidated Appropriations Act of 2021, a year-end COVID-19 Relief and Omnibus Spending Package (December 21, 2020).
2. I understand that Jefferson County will rely on this certification as a material representation in deciding whether to make an award to the Applicant Organization.
3. The Applicant Organization will use funds provided only to cover those costs as outlined in the Emergency Rental Assistance Program (ERAP) in addition to this contract and its supporting exhibits.
4. The "necessary expenditures" made by the Applicant Organization will be only those expenditures to prevent, prepare for, and respond to coronavirus and no other purpose as outlined by the Emergency Rental Assistance Program (ERAP).
5. The Applicant Organization will not use funds received to replace or supplant any other funding nor to fill or prevent revenue shortages.
6. The Applicant Organization agrees to maintain written and electronic records concerning the funds provided by Jefferson County and the expenditure of those funds. The Applicant Organization will make such records available for review or audit to officials from Jefferson County and to appropriate federal and state officials.
7. If Jefferson County or any relevant state or federal authority determines that the Applicant Organization has failed to comply with the "Use of Funds" restrictions or any other provision of the Consolidated Appropriations Act of 2021, a year-end COVID-19 Relief and Omnibus Spending Package, then funds used in violation of the Consolidated Appropriations Act of 2021, a year-end COVID-19 Relief and Omnibus Spending Package shall be considered as a debt of the Applicant Organization owed directly to Jefferson County and shall be subject to set-off against any other amount owed by Jefferson County to the recipient. Additionally, the Applicant Organization agrees to pay any financial penalties and costs associated with such failure to comply, whether such penalties and costs are levied on the Applicant Organization or Jefferson County. Any such penalties and costs paid by Jefferson County shall be considered as a debt of the Applicant Organization owed directly to Jefferson County and shall be subject to set-off against any other amount owed by Jefferson County to the recipient. The Applicant Organization agrees to the set-offs described above.

Signature: _____

Date: _____

4/23/2021



EXHIBIT E: JEFFERSON COUNTY EMERGENCY RENTAL ASSISTANCE PROGRAM (ERAP)

ERAP GUIDELINES

Jefferson County Commission,
Jefferson County, Alabama

Version 1.0
April 22, 2021

Administered by:
Jefferson County Commission, Jefferson County, Alabama
716 Richard Arrington Jr. Blvd.
Suite 260
Birmingham, AL 35203
www.jccal.org

Emergency Rental Assistance Program Guidelines Revisions History

Version	Effective Date	Description
Version 1.0	4/22/2021	Original

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Overview

The Emergency Rental Assistance Program was established by section 501 of Division N of the Consolidated Appropriations Act, 2021 (Act). The Act allocated \$25 billion to the U. S. Department of the Treasury (Treasury) to provide funds directly to states, territories, local governments, and Indian tribes for households that are unable to pay their rent and utilities due to the financial impacts of the COVID-19 pandemic. Jefferson County, Alabama received \$13,502,418 for the Emergency Rental Assistance Program under the Consolidated Appropriations Act, 2021.

Emergency Rental Assistance Program funding may only be used to provide financial assistance for rent, utility and home energy, and other expense related to housing. All household applicants, landlords, utilities, and home energy service providers must provide an attestation that all information included in the application for assistance is true, correct, and complete.

These Guidelines outline the Jefferson County, Alabama Emergency Rental Assistance Program requirements for eligible applicants through guidelines, and the administration requirements through policies and procedures. Guideline users may include potential applicant households, property owners, management agents, utility companies, Community Partner staff, as well as staff or agents of the U.S. Department of the Treasury, including the Office of Inspector General.

Authorization and Source of Funds

The Consolidated Appropriations Act, 2021, Division N, Title V, Section 501, Public Law 116-260 (Dec. 27, 2020) established the Emergency Rental Assistance Program. Treasury provided funds directly to states, local governments with populations of 200,000 or greater, and Indian Tribes to aid eligible households that are unable to pay rent and utilities due to the COVID-19 pandemic.

The Code of Federal Domestic Assistance number for the Emergency Rental Assistance funding is 21.023.

Program Requirements

Program Description

The Emergency Rental Assistance Program (ERAP) provides emergency rental and utility assistance grants to eligible individuals and households that have been economically impacted during the COVID-19 pandemic through job loss, furlough or reduction in hours or pay, or increased expenses, residing in eligible areas of the County of Jefferson, Alabama (see the Property Requirements section).

Emergency grants for rental and/or utility payments are made on behalf of an eligible applicant household, without a prescribed limit per month for a period of up to twelve (12) months, to maintain stable housing and/or to reduce rental or utility payment delinquencies as a result of the economic downturn during the COVID-19 pandemic. Households may request, if needed for housing stability, an additional three (3) months assistance if funding is available. Household assistance may not exceed fifteen (15) months for rent, rental arrears, and prospective rent (see the Type and Use of Assistance Available section).

All expenses funded through the Jefferson County ERAP must adhere to the provisions of the Consolidate Appropriations Act, 2021, the U.S. Treasury and Treasury OIG guidance, and the Jefferson County ERAP Guidelines.

Eligible Household

To be eligible, a household, which is one or more individuals that reside in a rental housing unit, must meet each of the three requirements listed in the Requirements Summary Table below. For additional information, see the respective subsections of this document that address in detail each of the eligibility requirements and respective documentation standards.

Eligibility Requirements Summary Table

Eligibility Requirement	Criteria Documentation
1. Be obligated to pay rent on a residential dwelling in the eligible area	a. Have a valid, signed lease or rental agreement; or b. Provide documentation showing obligation and history of payment prior to COVID-19 outbreak.
2. Have a total household income at or below 80 percent of the Area Median Income (AMI)	a. Household income will be verified to establish eligibility. b. Income limits are set by the U.S. Department of Housing and Urban Development (HUD) and adjusted for household size. c. Household income cannot exceed 80 percent of the AMI for their area.

<p>3. Demonstrate COVID-19 impacts:</p> <p>a) qualified for unemployment benefits, or</p> <p>b) experienced a reduction in household income, incurred significant costs, or financial hardships due to COVID-19,</p> <p>AND</p> <p>c) risk of experiencing homelessness or housing instability.</p>	For a) documentation of qualification for unemployment benefits, may include documentation of receipt of benefits.
	For b) i) documentation of a reduction in household income, incurred significant costs, or other financial hardship, and ii) a signed attestation.
	For c) documentation of an eviction notice, past due notice for rent or utility, or other allowed reasonable evidence of risk.

For details regarding which individuals to include in a household, please see the “Definition of a Household and Determining Household Size” section below.

Type and Use of Assistance Available

The Act requires a minimum of 90 percent of the total funds provided to Jefferson County must be used toward rent, utility and home energy costs, and other expenses related to housing incurred because of COVID-19, including internet. This includes delinquent and prospective payments which were due no earlier than March 13, 2020 and cannot to exceed a total of twelve (12) months (with an additional three [3] months, if necessary, to ensure housing stability). Delinquent rent must be cleared prior to prospective payments, and forward payments for prospective rents are limited to 3 months; additional assistance within the twelve (12) month cap requires a new request for assistance that includes a recertification of household income and eligibility.

Funds may only be used for the following costs for households obligated to pay rent on a residential dwelling for:

- Current month and future rent* not to exceed 90 days.
- Past due rents, including utilities and home energy costs that are covered by the landlord.
- Current month and future utility or home energy costs*^ not to exceed 90 days.
- Past due utility or home energy costs; and/or

- Other expenses related to housing, incurred directly or indirectly due to COVID-19, may include:
 - if a household has been temporarily or permanently displaced due to the COVID-19 outbreak: relocation expenses, which may include rental security deposits, and rental fees, which may include application or screening fees,
 - these expenses may also include reasonable accrued late fees (if not included in rental or utility arrears and if incurred due to COVID-19); and

Internet service that is provided to the rental unit (not to a cell phone or other mobile object). Internet service provided to a residence is related to housing and is in many cases a vital service that allows renters to engage in distance learning, telework, and telemedicine and obtain government services.

*Any past due amounts must be covered prior to assistance for current or future costs being approved.

^Utility or home energy costs include separately billed or itemized electricity, gas, water and sewer, trash removal and energy costs, such as propane and fuel oil, provided to the unit. Telephone, cable, and cell phone costs are not considered utility or home energy costs and are not eligible. Reasonable internet costs provided to the rental unit are allowable.

Ineligible Expenses

The Emergency Rental Assistance Program is designed to help renters stay in their homes and to ensure housing stability. Utility and home energy costs **do not** include telephone, cellular phone, cable, security or other non-heating or sanitation costs.

Mortgage costs are ineligible.

Period of Assistance

Funds may only be used for rent, utility and other eligible housing costs incurred due to COVID-19 beginning no earlier than March 13, 2020. Jefferson County, Alabama must spend all funds awarded by the Treasury by September 30, 2022. The U.S. Treasury has set a benchmark for expenditure of funds by September 30, 2021. Recipients who have obligated at least 65% of their funds may be eligible to receive additional funds reallocated by the U.S. Treasury.

Program Marketing and Outreach

Program marketing and outreach will be critical to program success and will be conducted by Jefferson County and its Community Partners. It may include:

- Public Service Announcement advertisements in media of general circulation
- Public Service Announcements through social media

- Public Service Announcements on local radio stations, including those targeted to specific audiences such as neighborhoods with concentrations of households that are non-English speaking audiences.
- Email blasts to advocacy groups representing the populations that do not exceed 80% Area Median Income
- Include program information inserts in water and/or utility bills.
- Hang fliers in ethnic markets and distribute informational pamphlets.
- Establish public facing webinars and other social platform “meetings” to provide information to targeted groups.
- Offer aide in filing for assistance options for Limited English Proficient individuals or residents with disabilities.
- Landlords of large low-income units
- WIC (Women, Infants, & Children) offices
- Include program information links on websites of agencies that provide assistance, such as SNAP or unemployment.
- Domestic violence services providers
- Homelessness services

Program Participation

Eligible applicants are those households, which are made up of one or more individuals, with incomes that do not exceed 80% Area Median Income, living in a rental residential property, and have been financially impacted due to the COVID-19 pandemic.

Property owners/landlords/property management firms must accept the terms of the program in order to participate and to receive the funds for the rental assistance. In order for a landlord/owner/property manager to receive the rent subsidy the landlord/owner/property manager will be required to comply with federal, state, and local governing law including:

- Verify the address of the rental unit.
- Verify the amount and percentage of monthly rent covered by the assistance.
- Verify the amount and percentage of any separately stated utility and home energy costs covered by the assistance.
- Verify the amount of rent and/or separately stated utility and home energy costs due to be paid is for rent, utility and home energy costs. Costs may include reasonable accrued late fees, penalties, and interest for rents owed.
- Provide the name and address of the landlord.
- Provide a Social Security number, tax identification number or DUNS number.
- Complete an IRS W-9 form; and
- Provide information for payment.

Applicant Eligibility Requirements and Documentation

To qualify for rental assistance, applications must reflect each program requirement which must be supported with verifiable documentation. Submission of an application does not guarantee financial assistance.

Eligible households are those households with 1 or more individuals who are obligated to pay rent on a residential dwelling located in the program area (within the boundaries of Jefferson County, Alabama but outside of the Birmingham city limits) and meet the following:

- One or more individuals in the household has qualified for unemployment benefits; or
- One or more individuals in the households has experienced a reduction in income, incurred significant costs, or experienced other financial hardship due to COVID-19; and
- One or more individuals in the household can show a risk of becoming homeless or having housing instability based on:
 - A past due notice for rent or utilities, or an eviction notice, or
 - Other evidence of risk; and
- The household's income is no more than 80 percent of the area median income for the Jefferson County as determined by the U.S. Department of Housing and Urban Development (HUD).

All applicants must provide photo identification, which may include a Driver's License, Passport, government issued ID card or school issued ID card.

Property Requirements and Obligation to Pay Rent

The property must be a residential dwelling and must be located in the program area, defined as within the boundaries of Jefferson County, Alabama but located outside of the Birmingham city limits. Residents of the City of Birmingham are encouraged to seek assistance through the City's Emergency Rental Assistance program.

Documentation Required to Demonstrate Obligation to Pay Rent

A copy of the lease or rental agreement will be required to show the applicant household is obligated to pay rent for the property. If an applicant does not have a copy of a signed lease or rental agreement, documentation of residence may include evidence of paying utilities for the residential unit, a written attestation from the verified owner or management agent of the unit, or other reasonable documentation such as proof of payment of rents prior to the requested assistance.

Documentation Required to Demonstrate Rental Amount Due

Applicants are to provide a copy of the residential lease, signed by the tenants and landlord. The majority of applications should include this documentation. If a lease or rental agreement is not available, the following documentation may be supplied to show the household has been living in and paying rents for the unit and evidence of the amount of a rental payment due:

- Copies of utility bills for the rental unit in the household's name,
- Evidence of rent payments made to the landlord (prior to the period of requested assistance) through copies of checks or receipts of rent paid,
- Bank statements,
- An eviction notice issued to the household,
- Notice of Demand for Payment for rents owed,
- Written attestation by a landlord who can be verified as the legitimate owner or management agent of the unit,
- Landlord ledger establishing past-due amount including dates of service for which there is an outstanding balance,
- Other documentation that reasonably established a pattern of paying rent, or
- Other reasonable documentation as established in the ERAP Guidelines, Jefferson County ERAP FAQ, or approve by Jefferson County in writing.

Documentation must show the amount due for each month for which assistance is requested. For outstanding payments due, documentation must show the months that are outstanding and the amount due for each month for which there is an outstanding balance.

Written Attestation: If an applicant is able to provide satisfactory evidence of residence but is unable to present adequate documentation of the amount of the rental obligation, applicants may provide a written attestation to support the payment of assistance up to a monthly maximum of 100% of the greater of the Fair Market Rent or the Small Area Fair Market Rent for the area in which the applicant resides consistent with the guidance in the "Fair Market Rent/Small Area Fair Market Rent" section below.

Subsidized Units

An eligible household that occupies a federally subsidized residential or mixed-use property may receive ERA assistance, provided that ERA funds are not applied to costs that have been or will be reimbursed under any other federal assistance. If an eligible household receives a monthly federal subsidy (e.g., a Housing Choice Voucher, Public Housing, or Project-Based Rental Assistance) and the tenant rent is adjusted according to changes in income, the renter household may receive ERA assistance for the tenant-owed portion of rent or utilities that is not subsidized.

Length of Residency

ERA funding is provided to assist households with housing costs they are unable to meet because of COVID-19 impacts. There is no minimum period of tenancy required in the housing unit.

Income Eligibility Determination

Applicants will be required to provide (1) a written attestation for all household income, and (2) to provide supporting documentation, such as paystubs, W-2s or other wage statements, tax filings, bank statements demonstrating regular income, or a written attestation from an employer. If the household's income was verified after January 1, 2020 by the administrator of a local, state, or federal assistance program, a certification from that program administrator stating the total household income (determined after January 1, 2020) is at or below 80 percent of the area median income may be accepted.

Applicants have the option to report **annual** household income (from all sources for all household members) for **calendar year 2020**, or total **monthly** income (from all sources for all household members) **at the time of application**.

Income will be the maximum gross household income is based on 80% Area Median Income (AMI) as defined by the U.S. Department of Housing and Urban Development (HUD). The maximum income limits based on household size are listed in the AMI table below.

Income Definitions

Applicants may report their income as total household **annual** income from all included sources (see below) for 2020, or as total household **monthly** income extrapolated to a 12 month period (for example, if two months of income is provided, the total income for the two month period should be multiplied by 6). If a household qualifies based on monthly income, the Community Partner may make a determination on the full assistance request in the application, if additional assistance is to be provided or is requested, the Community Partner must redetermine the household income eligibility every three months for the duration of assistance.

Annual Income

Annual income means all amounts (whether they are cash payments or not) which:

- Go to or on behalf of any member of the household, or
- Are anticipated to be received (including other assistance); and
- Are not excluded below.

Sources to be Included in Annual Income

ANNUAL INCOME INCLUDES ANY OF THE FOLLOWING:
Full gross amount (the amount before any deductions) of wages, salaries, overtime pay, commissions, fees, tips, bonuses, and other compensation for personal services for household members 18 years or older.
The net amount of a business, including a profession . While an allowance for depreciation of assets used in a business may be deducted, based on straight-line depreciation, any withdrawals of cash or assets from the operation of a business must be included in income (unless the withdrawal is reimbursement of cash or assets invested in the operation by the household).
Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital <u>indebtedness shall not be used as deductions in determining net income</u> . An allowance for depreciation is permitted, based on a straight-line depreciation. Any withdrawals of cash or assets from an investment will be included in income (unless the withdrawal is reimbursement of cash or assets invested in the asset, real or personal property by the household).
The full amount of Social Security, Department of Veterans Affairs, annuities, insurance policies, retirement funds, pensions, disability or death benefits , and other similar types of payments, including a lump-sum or prospective monthly amounts for the delayed start of a regular payment amount (except any deferred payments).
Unemployment and disability compensation, worker's compensation and severance pay (except lump-sum payouts)
Temporary Assistance for Needy Families (TANF) program amounts are included in annual income only to the extent such payments (except when the welfare assistance is specifically designed for shelter and utilities).
Alimony and child support payments, regular gifts or contributions from organizations or people not living in the rental unit.
All regular and/or special pay, and allowances for members of the Armed Forces (except special pay to a household member serving in the Armed Forces who is exposed to hostile fire).
Any financial assistance under section 8 programs, private sources, or institutions of higher education in excess of the amounts received for tuition and any other required fees and charges, but not educational loan proceeds.

Sources to be Excluded from Annual Income

EXCLUDED FROM HOUSEHOLD INCOME:
--

- Income from children (including foster children) under the age of 18 years
- Earnings above \$480 for each full-time student 18 years old or older (excluding the head of household and spouse)
- Payments for the care of foster children
- Payments for the care of foster adults (usually persons with disabilities, unrelated to the household members who are unable to live alone)
- Lump sums payments for inheritances, insurance payments, capital gains and settlements for personal or property losses
- Adoption assistance payments above \$480 per adopted child
- Amounts received specifically to reimburse or pay the costs of medical expenses of any household member
- Income of a live-in aide
- The full amount of student financial assistance, either paid directly to the student or to the educational institution (except as stated above)
- Amounts received for participating in HUD training programs
- Amounts received by a person with a disability that are set aside for a Plan to Attain Self-Sufficiency (PASS) and not included in the calculations for Supplemental Social Income eligibility
- Deferred supplemental security income and Social Security benefits payments that are received in a lump sum, or in prospective monthly amounts, or any amounts that are deferred and received in a lump sum or in prospective monthly payments
- Funds for a participant in other publicly assisted programs specifically to cover out-of-pocket expenses incurred, such as special equipment, clothing, transportation, childcare, etc., and made solely to allow participation in a specific program
- Resident service stipends, not to exceed \$200 per month, for performing a service (such as fire patrol, lawn maintenance, resident initiative coordination, or serving on the PHA's governing board) for a PHA or owner on a part time basis, to enhance the quality of life in the development (cannot receive more than one stipend during the same period)
- Payments and benefits from participation in state or local employment training programs, and training of a household member as resident management staff (must be received under an employment training program with clearly defined goals and objectives for the period of training)
- Temporary, non-recurring or sporadic payments, including gifts
- State-agency paid amounts to offset the cost of services and equipment needed to allow a developmentally disabled family member to live at home
- Foreign government-paid reparation payments

Internal Revenue Service (IRS) Adjusted Gross Income

Since households may be made up of individuals that do not file federal income taxes on a single tax return, AGI of all household members must be combined to determine a household's total Adjusted Gross Income.

According to the IRS, Adjusted Gross Income (AGI) is defined as the *gross income* amount minus *adjustments* to income. *Gross income* includes wages, dividends, capital gains, business income, retirement distributions as well as other income. *Adjustments* to income include such items as educator expenses, student loan interest, alimony payments or contributions to a retirement account. Where adjustments are made, the AGI on a tax return may be lower than the gross income; it will never be higher.

Income Determination Documentation Requirements

All income for all household members over 18 must be documented. There are two options for reporting total household income at the time of application:

- The total **annual** household income from all included sources for all members for **calendar 2020** year; or
- The total **monthly** household income from all included sources for all members **at the time of application**, extrapolated to an annual income.

In both options, documentation must be provided to support the total household income. That includes:

Annual Income for 2020	Monthly Income at the Time of Application
W-2 and 1099 Earnings Statements for all jobs (full- or part-time, gig, etc.) for all household members aged 18 and older, for all jobs held in 2020*	Paystubs and any pay notifications for all income earned, including full- or part-time, gig economy, or other jobs for all earners in the household 18 and older, all jobs, covering a minimum 60 consecutive days and within 14 days of the application date.
Supplemental Income, including Rental Income, for 2020 (may use Schedule C of 1040) for all household members.	Rental, royalties, partnerships, or other Supplemental Income – quarterly balance sheet and Financial Report within 14 days of application
1099 Statements for Interest, dividends, and other net income from real or personal property. 1099 statements for any interest, dividends or other income earned during 2020 for all household members and all accounts*	Two most recent monthly (or most recent quarterly) asset statements showing interest earned, rental income, etc.; all household members and all accounts and properties within 14 days of application.
Unemployment compensation statements, including Federal Pandemic Unemployment Compensation, for all household members that received unemployment in 2020*	Notice of determination from Alabama Department of Labor for unemployment compensation and evidence of unemployment

	compensation payments for 60 consecutive days and within 14 days of application.
Retirement, Social Security, Veterans benefits, annuity, pension, disability, or insurance payment statements for any payments that are regular and periodic.	Retirement, Social Security, Veterans benefits, annuity, pension, disability, or insurance payments that are regular and periodic – most recent two monthly (or most recent quarterly) statements dated within 14 days of application.
Business income (net) or professional income (net) supported by annual balance sheet and financial statement for 2020.	Business income (net) or professional income (net) supported by balance sheet and financial statements covering a minimum of 60 consecutive days and within 14 days of application.
Child support and/or alimony supported by divorce decree and printout from District Attorney, Court, or other agencies.	Child support and/or alimony payments covering 60 days, supported by divorce decree and evidence of payment (bank statement), dated within 14 days of application.
Award Letters for public assistance, such as SNAP	Award Letters for public assistance, such as SNAP and evidence of payments for 60 consecutive days within 14 days of application
*All earners 18 or older may sign an IRS-4506-T at application in lieu of providing documents: a copy of the filed 2020 1040 Federal Income Tax Return will be obtained from IRS.	
NOTE: Income must be recertified each 90 days for any additional assistance requests	

Categorical Income Eligibility

If an applicant's household income has been verified at being at or below 80 percent of the Area Median Income in connection to a local, state, or federal assistance program (such as SNAP, Section 8, or HOME Tenant Based Rental Assistance), the household may provide a copy of the program income determination made after January 1, 2020 to be used for documentation of the household's income eligibility.

Area Median Income (AMI)

The AMI determination must be made based on the income determination and household size corresponding to the AMI table below.

Household income eligibility determinations will be made based the AMI table in effect at the time of application unless the household qualifies under a more recently published AMI table, in which case the more recently published table may be used.

Determining Household Size

A household includes one or more individuals obligated to pay rent on a residential property. All members living in the residence, regardless of a familial relationship, are to be included in

the household size. Children who are subject to a shared-custody agreement and lives with the residence at least 50 percent of the time are to be counted in the household.

Some persons that live in the residence are not to be counted as household members when determining household size or in calculating household income. This includes any members that are foster adults or children, live-in aides, and any children of live-in aides.

Area Median Income (AMI) Limits Table

FY 2021 Income Limit Area	Median Family Income Explanation	FY 2021 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Birmingham-Hoover, AL HUD Metro FMR Area	\$78,000	Very Low (50%) Income Limits (\$) Explanation	26,850	30,700	34,550	38,350	41,450	44,500	47,600	50,650
		Extremely Low Income Limits (\$)* Explanation	16,100	18,400	21,960	26,500	31,040	35,580	40,120	44,660
		Low (80%) Income Limits (\$) Explanation	42,950	49,100	55,250	61,350	66,300	71,200	76,100	81,000

Fiscal Year 2021 Income Limit calculation found under the heading of "Access Individual Median Family Income Areas" of <https://www.huduser.gov/portal/datasets/il.html>

COVID-19 Impacts

The household must provide evidence of a COVID-19 related economic impact such as loss of job, reduced hours, reduced tips, loss of opportunities such as grants or scholarships due to the higher education institution closing, costs of distance learning or work from home hard- or software, increased child-care, or medical expenses.

The household must provide a certification regarding the impacts and documentation that would be available to support the COVID-19 impact costs.

Documentation Required to Demonstrate COVID-19 Financial Hardship

One or more members of the household must have either:

- Qualified for unemployment benefits, or
- Experienced a reduction in income, incurred significant costs, or experienced other financial hardship due, directly, or indirectly, to the COVID-19 outbreak.

Documentation is required to demonstrate that one or more members of the household has qualified for unemployment benefits or experienced a reduction in income, incurred significant costs, or experienced other financial hardships due, directly, or indirectly, to the COVID-19 outbreak.

For applicants who are eligible based on qualifying for unemployment, documentation should demonstrate at least one member of the household qualified for unemployment benefits. This may be documented by a notice of approval for unemployment benefits, evidence of unemployment payment, or other relevant documentation. If such documentation is not available, a signed attestation by the application regarding the household member's qualification for unemployment benefits may be used only after all other alternative documentation options have been exhausted.

For applicants who are eligible based on having experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due, directly or indirectly, to COVID-19, the applicant must provide a signed attestation that one or more members of the household meets this condition. Applicants should also, whenever possible, provide supporting documentation such as notice from an employer of reduced hours, notice from an employer of termination, an attestation from an employer regarding a reduction in hours, pay or termination, paystubs demonstrating a reduction in pay, bank statements demonstrating regular income, or other similar supporting documents.

Documentation Required to Demonstrate Housing Instability or Risk of Homelessness

Eligible households must be at risk of experiencing homelessness or housing instability. A written attestation will be required to document a risk of experiencing homelessness or housing instability. The attestation should be accompanied by documentation that may include:

- A past due utility or rent notice or eviction notice, or
- Other evidence of risk as allowed in the ERAP Guidelines or the ERAP FAQs

An applicant will be considered to be at risk of experiencing homelessness if they meet the HUD definition of At Risk of Homelessness as defined in 24 CFR Part 576.2(1)(ii) and (iii), 576.2(2) and 576.2(3). Documentation that demonstrates that an applicant meets the listed HUD definition for risk of experiencing homelessness may include but is not limited to documentation of annual income below 30 percent of the median family income for the area, can provide evidence of living in a hotel or motel not paid by a charitable or government program, or is exiting a publicly funded institution. A signed attestation the documents the existence of any of the HUD defined risk factors may be used to meet this requirement.

If the documentation options provided for above cannot be met, a narrative explanation of the risk of experiencing housing instability must be provided and included with the signed attestation.

Landlord Application on Behalf of Household

A landlord/owner/property manager of a rental property may apply for rental assistance on behalf of the tenant. In order to do so, the landlord/owner/property manager must:

- Obtain the tenant's signature on the application, which may be documented electronically.
- Provide documentation of the application to the tenant; and
- Use any payments from the application to satisfy the tenant's rental obligations.

Applications for assistance will not be processed unless they are complete, including all necessary documentation to verify eligibility based on income and impact.

Landlord/Owner Participation

Landlords, owners, or property management firms must certify the following:

- Confirmation that the owner/landlord does not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with this ERAP Grant Agreement.
- Confirmation that the owner/landlord/property manager makes determination of renting to households without regard to actual or perceived sexual orientation, gender identify, or marital status.
- The owner/landlord/property manager certifies they comply with the Violence Against Women Act, as amended.
- Confirmation that Section 504 prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance apply.
- Certification that the owner/landlord/property manager complies with the Age Discrimination Act of 1975 prohibiting discrimination on the basis of age in programs or activities covered with federal assistance.
- Certification that the owner/landlord/property manager complies with the Americans with Disabilities Act of 1990 prohibiting discrimination on the basis of disability under programs, or activities, and services provided or made available by state and local governments or agencies.

Additionally, owners/landlords must confirm the following information:

- Household information.
- Property information.
- Terms of the lease, including period of tenancy, rental amounts, whether utilities are included or are billed separately or are the household's responsibility.
- Amount of rent past due and the associated period.
- Amount of rent due and the associated period not to exceed 90 days.
- Amount of utilities past due, if due separately, and the associated period;
- Amount of utilities due, if due separately and the associated period not to exceed 90 days;
- Acknowledgement that if the rents and/or separately billed utilities are for current and future rents, that all past due and arrears rent and/or utility costs have been cleared (or will be with the assistance being provided).
- Acknowledgement that any payments received shall satisfy the tenant's rental obligations for the associated periods covered by the assistance.
- Signed attestation that confirms no other funds have covered the rents and/or utilities for the associated periods.
- W-9 statement; and
- Payment information.

The landlord will be required to meet all requirements necessary to set up a payment.

Utilities, Home Energy Costs and Required Documentation

Utilities and home energy costs are those costs for electricity, gas, water, sewer, trash removal, recycling, and energy costs such as fuel oil are eligible utility and home energy costs that are:

- Separately charged,
- The responsibility of the tenant household, and
- Related to the rental property.

All payments for utilities and home energy costs must be supported by a bill or invoice for the utility or home energy services at the rental unit. For utility arrears, documentation must demonstrate the total amount due including the amounts for each month of service. Utilities and home energy costs that are paid by the landlord are considered rent.

Telephone, cable, and cell phone costs are not considered utility or home energy costs and are not eligible for Emergency Rental Assistance.

Other Expenses Related to Housing and Required Documentation

The Act allows “other expenses related to housing incurred due, directly or indirectly, to the COVID-19 outbreak.” Jefferson County, Alabama has defined these costs as:

- Reasonable late fees that have accrued,
- Internet service provided to the rental unit,
- Relocation expenses if a household has been temporarily or permanently displaced due to COVID-19 such as rental fees, application or screening fees, reasonably accrued fees and any other expense allowed by the U.S. Treasury,
- Reasonable security deposit fees if a household has been temporarily or permanently displaced due to COVID-19, not to exceed 2 months of rent and inclusive of reasonable associated costs such as animal deposits, and
- Reasonable reconnection fees if a utility service has been discontinued.

All payments for housing-related expenses must be supported by documentary evidence such as a bill, invoice, or evidence of payment to the provider of the service. Documentation must show amounts by month of service or due date.

Duplication of Benefits

A duplication of benefits occurs when a household receives assistance from more than one source for the same purpose, or when the total assistance is greater than the need. Costs for rent, utility and/or housing expenses may only be covered with one source. Applicants' must disclose any other assistance from any other sources to cover the rent, utility and/or housing expenses submitted in the application for Emergency Rental Assistance Program will have their award adjusted if any other assistance for the rent, utility or housing costs have been provided. All duplications of benefits are subject to repayment to the County.

All implementing entities must check for duplicate assistance in the Homeless Management Information System (HMIS) prior to issuing payment and must input award information into HMIS prior to disbursement of funds.

Program Implementation

Jefferson County has elected to engage select Community Partners to undertake the implementation of Jefferson County's Emergency Rental Assistance Program. These Community Partners are non-profit organizations selected for their experience and knowledge implementing federal rental assistance programs and capacity for quickly and efficiently implementing this emergency program. All participating Community Partners are responsible for the implementation of Jefferson County's Emergency Rental Assistance Program consistent with their Subrecipient Agreements, all federal requirements, and the Program Guidelines.

The Community Partners will:

- Conduct outreach and communications to notify the public of the program,
- Conduct application intake and case management,
- Conduct duplication of benefits check via HMIS,
- Make award determinations based on program requirements,
- Issue payments to landlords and utility companies based on the award determinations,
- Issues 1099s to payees at the end of the year,
- Provide monthly reporting to Jefferson County consistent with the program reporting requirements, and
- Participate in regular monitoring and compliance activities.

Application Intake and Submission

When a household contacts a Community Partner, a case manager will assess household eligibility and provide information for applying for assistance. Applications will be accepted and processed in person/over the phone/by mail/via a drop box.

The Community Partners will conduct application intake including:

- Accept applications, release of information for HMIS, and signed attestations,
- Collect required documentation,
- Validate applications to identify duplicates (which will require investigation).
- Provide secure communications between applicants and the Case Managers.
- Integrate landlord applications into tenant applications.

Collect required information and documentation from landlords and utility companies, including payment details.

Community Partners must verify that the rental property addresses is within the program area, defined as within the boundaries of Jefferson County, Alabama but located outside of the Birmingham city limits. Addresses verification should be conducted using one of the two the publicly available property look-ups tools:

1. For single family homes, use the Jefferson County property tax website at:
<https://eringcapture.jccal.org/caportal/>

- a. Follow the link to “Search your Real Property,” select “Address” and enter the property address and check the resulting report for the “MUNICIPALITY”. Properties listed as BIRMINGHAM are ineligible for the program. Renters in all other municipalities and “COUNTY” (unincorporated Jefferson County) are eligible. Addresses outside the County boundary do not return search results.
2. For apartments and large multi-family units, use the Jefferson County Municipality Look-up website at: <https://jeffco-al.maps.arcgis.com/apps/View/index.html?appid=8f31c69f27e740659c3a3824ee13ec62>
 - a. Enter the property address in the search bar, then click on the resulting dot to select the parcel. Confirm the address in the “Property Information” window in the upper right-hand corner, click the arrow right. The second page will specify the corresponding city name or “Unincorporated” for areas of unincorporated Jefferson County. Property Information for properties outside the County will list the county name.

Jefferson County will provide technical support as needed to validate address for which the eligibility is difficult to determine. For technical assistance, contact Nathan Salter at 205-325-5761 ext. 1908 or by email at Saltern@jccal.org.

Process for Accepting Applications and Processing Prioritization

Priority of Assistance

All interested applicants are encouraged to apply; the priority of assistance is not intended to discourage or prevent households from applying for the Emergency Rental Assistance.

Applications will be reviewed, and assistance will be prioritized based on the following:

Primary Priority - Under 50% AMI/Unemployed Priority

- I) Households with income that does not exceed 50 percent of the area median income for the household size as determined by the U.S. Department of Housing and Urban Development (HUD); or
- II) Households where 1 or more individuals of the household is/are unemployed at the time of application and has/have not been employed for 90 days prior to the application date.

Secondary Priority - 50% - 80% AMI COVID-19 Impacted Priority

- I) Households that meet the program eligibility requirements not included in the Primary Priority. This including households with income that does not exceed 80 percent of the area median income for the household size as determined by HUD; and 1 or members of the household has/have:
 - i) Qualified for unemployment benefits within the past year, or
 - ii) Experienced a reduction in income within the past year, or

- iii) Incurred significant costs or experienced other financial hardship due to COVID-19; or
- iv) Can demonstrate a risk of experiencing homelessness or housing instability which include:
 - a) a past due notice for rent or utilities, or an eviction notice.
 - c) other allowable evidence of such risk.

Applications will be batched into monthly cycles. For each cycle, reviews will prioritize all applications for households meeting the **Under 50% AMI/Unemployed Priority ("Primary Priority")**. All Primary Priority applications will be prioritized for review ahead of all **"Secondary Priority" (50%-80% AMI COVID-19 Impacted Priority)** applicants regardless of the point in the cycle that they arrive. The Secondary Priority applications for the cycle will be reviewed next. All applications received during the cycle will be reviewed prior to review of the next batch of applications, which will follow the same prioritization procedure.

Application Processing and Termination for Inaction

Due to the volume of applications, only completed applications will be reviewed. Completed applications will be reviewed on a first come/first served basis. Funds will only be awarded to complete applications; funds will not be held or set aside for incomplete applications.

Requests to applicants for clarification, documentation, or other needed information must be returned within 10 business days; failure to provide the needed information or documentation within the 10 business days will result in the application being terminated due to non-action and the application being incomplete.

Fair Market Rent / Small Area Fair Market Rent

The U.S. Department of Housing and Urban Development (HUD) annually estimates Fair Market Rents (FMR) for Office of Management and Budget (OMB) defined metropolitan areas, some HUD defined subdivisions of OMB metropolitan areas and each nonmetropolitan county. The FMRs are used to determine payment standard amounts for rental units subsidized by HUD programs.

Small Area Fair Market Rents (SAFMRs) are FMRs calculated for ZIP Codes within Metropolitan Areas and are required to be used to set Section 8 Housing Choice Voucher payment standards in areas designated by HUD.

The FMR or SAFMRs will be used to determine the maximum monthly amount of rental assistance to be provided if a family is not able to provide a copy of a signed lease/rental agreement or satisfactory documentation to show the amount of rent paid for the unit.

Such assistance may only be provided for three months at a time. A grantee must obtain evidence of rent owed consistent with the above after three months in order to provide further assistance to such a household; Treasury expects that in most cases the household would be able to provide documentation of the amount of the rental obligation in any applications for further assistance.

FMRs can be found at: <https://www.huduser.gov/portal/datasets/fmr.html>

SAFMRs can be found at: <https://www.huduser.gov/portal/datasets/fmr/smallarea/index.html>

Duplication of Benefits

Community Partners will be responsible for ensuring there is no duplication of benefits of funds. Upon identification of a duplication of benefit, the Community Partner shall immediately refund to the County all duplicated amounts paid by the County. Community Partners must obtain a certification from applicants that they have not and will not receive funding from other sources to pay for the expenses covered by the Program (this applies to the specific bill(s) paid not the class of expense – e.g. if an applicant receive Program assistance for July and August rent they cannot receive funds from other sources for those July and August rent expenses but they could receive assistance though another source for the months before or after July and August).

Community Partners are required to certify that they have not received funding from other sources for the same purpose. Records must be kept and made available upon request that outline the Community Partners' sources and uses of funds and documentation of expenses for five years beyond the contract close date. Community Partners must verify that any balance is actually outstanding with the utility provider, landlord, or provider of other eligible costs prior to payment.

A Duplication of Benefits check must be conducted by the Community Partners for each application via the Homeless Management Information System (HMIS) and the eligible award amount must be reduced based on any payments already made to cover the requested expenses. The Community Partners must enter award amounts into HMIS to ensure applicants do not later receive funds that would constitute a duplication of benefits.

Community Partners must also cross-reference the beneficiary list from the Alabama Housing Finance Authority (AHFA) to verify applicants did not receive funds from the State Emergency Rental Assistance Program.

Jefferson County and the City of Birmingham, in an effort to preclude any duplication of benefits and consistent with the geographies used by the U.S. Treasury to award ERAP funds, have agreed to limit eligibility for their respective programs based on the location of the rental property. Residents whose rental units are within the Birmingham city limits will only be

eligible for the City's program. Residents whose rental units are within Jefferson County but outside of the Birmingham city limits are only eligible for the Jefferson County program. Residents whose rental units are in any of the other (non-Birmingham) municipalities in Jefferson County are only eligible for the Jefferson County program.

Determination of Assistance Award Amount

Once all required information and documentation has been received from the applicant, landlord and other sources, and the review processes have been completed, the application request will be assessed for compliance to the program criteria and a determination for award will be completed. Results of the determination include fully approved, approved with modifications, or denial.

Upon completion of all eligibility criteria review processes, the amount of assistance will be calculated. The total amount requested will be adjusted, if necessary, based on the verified total rents, utilities, and/or housing costs outstanding. This total amount will be reduced by any other program or assistance for the same costs. The final award amount will be recorded as the maximum grant to be provided to the household.

Applicants will be notified of the determination results. Approved applications, both those requests that are fully awarded and awarded with modifications (typically a reduction in assistance) will move to the Grant Agreement process.

Applicants that receive a denial decision will be notified in writing and mailed to the applicant at the address on file and provided electronically via email (if provided in the application) to ensure timely communication.

Applicants that receive either a modified award or a denial may appeal their decision, if documentation supporting the eligibility of the request is available (see below). All applicants must be notified of the option to appeal.

Payment of Awarded Funds

Once an award determination has been made, the applicant will be notified of the determination, including the award amount. Applicants must sign a Grant Agreement prior to the disbursement of funds to the entity to which funds are due (e.g. landlord or utility company, but not to the applicant). The Grant Agreement must include:

- Description of the assistance provided including the months covered, assistance types (e.g. rent, electricity), and assistance amounts by type and month,

- Certification that all information is true, correct and fully disclosed in the application,
- Certification that all household members and all income has been disclosed,
- Acknowledgement that false statements or false claims or fraudulent claims may result in legal action,
- Agreement that Jefferson County, the County's Auditor (or their designee), and the Treasury's Office of Inspector General shall be entitled to access, review and audit any records necessary to prevent fraud and/or ensure compliance with federal requirements.
- Agree to make any records relevant to the application available upon request; and
- Certify that no one in the household has received and will not receive any payments or other assistance from a federal agency or any other public or private source for rental or utility and home energy costs for the periods covered by this ERAP Grant Agreement other than those disclosed in the application for assistance.

Payment must be made to the entity to which payment is due. Rent and approved rental fees may only be paid directly to the landlord/owner/property manager. Utility assistance may only be paid directly to the utility provider. Payments for internet service to the residential unit will only be paid to the internet service provider. Payments will only be made for costs that meet the documentation requirements set forth in this document.

Payments may not be made to the applicant.

Status and Termination

During the process, applicants will have the ability to check the status of their applications by calling or emailing the Community Partner to which the application was submitted.

Applicants may withdraw their application at any time prior to payment being made to a landlord or utility or home energy provider.

Appeals Process

Program participants will be notified of their award and will be required to sign a Grant Agreement. If an applicant is denied assistance, a written denial letter will be sent to the applicant listing the reason(s) for denial.

Applicants and program participants have the opportunity to appeal an Emergency Rental Assistance Program decision regarding eligibility, the amount of assistance that has been awarded, the eligibility of costs, or any decision or action made. The first appeal must be

submitted to the Community Partner in writing and reviewed by a supervisor. A written response to the first appeal should be sent by the Community Partner within 5 business days. An applicant may file a final appeal with the Jefferson County Community Service & Workforce Development (CS&WD) Director in writing and a written response to the appeal should be provided within 10 business days. Final Appeals determinations will be made by the CS&WD Director. All appeals determinations made by the County are final.

All appeals must be made within 14 days of the date of the award or denial letter.

Community Partners should provide for appeals submissions consistent with their application intake options, accounting for the fact that appeals must be submitted in writing.

The final appeal must be submitted in writing via email to JeffcoERAPAppeal@jccal.org or mailed and must include supporting documentation. The County will accept written appeals with supporting documentation by mail sent to:

Jefferson County
ATTN: Nathan Salter
716 Richard Arrington Jr. Blvd. North
Suite A-430
Birmingham, AL 35203

It is important to understand that the criteria for eligibility, the amount of assistance, or the eligibility of costs will not be waived or modified; appeals must support how the applicant household meets these criteria and program requirements.

If an applicant is successful in their appeal, their ability to receive assistance will depend on whether ERA funds are available on the date of the appeal decision. A successful appeal does not guarantee receipt of assistance.

Fair Housing

Jefferson County, Alabama is committed to ensuring all individuals of similar income levels equal access to Jefferson County, Alabama's programs, regardless of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, familial status, gender identity or sexual orientation.

Jefferson County, Alabama's fair housing policy incorporates the requirements of the Fair Housing Act, Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendment Act of 1988 (Fair Housing Act), as well as the Alabama Fair Housing Laws. Housing

providers should endure that admissions, occupancy, marketing, and operating procedures comply with non-discrimination requirements.

In part, the Fair Housing Act makes it unlawful, because of protected class status, to:

- Discriminate in the selection/acceptance of applicants in the rental of housing units.
- Discriminate in terms, conditions, or privileges of the rental of a dwelling unit or services or facilities.
- Engage in any conduct relating to the provision of housing that otherwise makes unavailable or denies the rental of a dwelling unit.
- Make, print, or publish (or cause to make, print or publish) notices, statement or advertisements that indicate preferences or limitations based on protected class status.
- Represent a dwelling is not available when in fact it is available.
- Deny access to, or membership or participation in, associations or other service organizations or facilities relating to the business of renting a dwelling or discriminate in the terms or conditions of membership or participation; or
- Engage in harassment or quid pro quo negotiations related to the rental of a dwelling unit.

Jefferson County, Alabama has a commitment to fair housing for individuals with disabilities by promoting the accessibility requirement set out in the Fair Housing Act, which establish design and construction mandates for covered multifamily dwellings and requires housing providers to make reasonable accommodations and to allow persons with disabilities to make reasonable modifications.

As a condition of the ERA program funding through Jefferson County, Alabama, housing providers are not permitted to refuse to lease a unit to, or discriminate against, a prospective resident solely because the prospective resident has a Housing Choice Voucher or other form of tenant-based rental assistance.

Language Access

All application, marketing electronic interface, and printed materials will be translated into English and Spanish. Application intake services are also available in these languages. Applicants needing an alternative language may request assistance by contacting Nathan Salter, Jefferson County Grants Administrator, at 205-325-5761 ext. 1908 or by email at Saltern@jccal.org.

Confidentiality

All implementing entities, including all Community Partners, Jefferson County, and any other entities engaged to implement ERAP, must comply with all confidentiality requirements, including those in section 501(g)(4) of Division N of the Consolidated Appropriations Act regarding data privacy and security.

All implementing entities must establish policies and procedures to protect the privacy of individuals and households, including measure to ensure that any personally identifiable information of individuals is collected and used only for the purpose of validating identities and eligibility and for the purpose of submitting reports as required in the Consolidated Act, 2021.

All implementing entities must have confidentiality protections in place to securely hold all data and information gathered from and about individuals and applicant household members who are survivors of intimate partner violence, sexual assault, or stalking.

The Confidentiality procedures include and are applicable to printed documents, written materials, text messages, chat platforms, and oral communication via telephone, electronic meetings such as Zoom, WebEx, GoToMeetings, Teams, etc., or in person.

- In order to protect confidentiality, electronic files must be password protected and all paper copy documentation, including correspondence, applications, grant agreements or other information regarding the ERAP participants must be kept in a locked file cabinet.

Each implementing entity is required to (1) establish data privacy and security requirements with appropriate measures to ensure the protection of the privacy of the individuals and households, (2) provide that the information collected, including any personally identifiable information, is collected and used only for submitting reports to the federal government, and (3) provide confidentiality protections for data collected about any individuals who are survivors of intimate partner violence, sexual assault or stalking.

Information regarding ERAP applicants, participants, or former participants, including the fact that they are/were or are not/were not connected to the program may not be given to any individual or public or private organization except:

- Participating ERAP agencies or organizations with an executed Subrecipient Agreement, Contract or Memorandum of Understanding with the Jefferson County, Alabama ERAP and in accordance with the Release of Information signed by each ERAP applicant as part of their application.

- Other individuals or agencies when the ERAP applicant/participant/former applicant has signed a specific, time-limited authorization for information to be released.

Monthly Reporting

Community Partners will track, retain, and report all information as required by the U.S. Treasury and Treasury OIG to Jefferson County on a monthly basis. All monthly reports shall be submitted by the 15th day of the month following the month being reported. Failure to submit these reports may result in the loss of funds.

Monthly reports must be emailed to (all):

Justin Smith: SmithJD@jccal.org

Walter Jackson: JacksonW@jccal.org

Frederick Hamilton: Hamiltonf@jccal.org

Octavia Henry: HenryO@jccal.org

Nathan Salter: SalternN@jccal.org

Reporting must include the total number of applicants received, the number of eligible households approved for assistance, the number of households for whom assistance was paid; the rate of approval for assistance; the number of applicants whose income is calculated based on a self-certification of income; the type of assistance provided to each household; the average amount of funding provided per eligible household receiving assistance; the income levels broken out at levels of 1) up to 30% AMI, 2) between 30% and 50% AMI, and 3) between 50% and 80% AMI; and the average number of payments (for rent or utilities) covered by the assistance a household receives.

Disaggregated information relating to households assisted will also be required to be reported, which includes gender, race, and the ethnicity of the individual household member applying for assistance.

It is important to note that the U.S. Department of the Treasury's Secretary may require full and unredacted information, including personally identifiable information, for statistical research purposes and may collect and make available information collected at the census tract level.

Reported information must include but is not limited to the items listed here. Additional reporting requirements may be added as required for successful program implementation and as defined by the U.S. Treasury and Treasury OIG.

- Address of the rental unit;

- For landlords and utility providers, the name, address, and Social Security number, tax identification number or DUNS number;
- Amount and percentage of monthly rent covered by ERA assistance;
- Amount and percentage of separately stated utility and home energy costs covered by ERA assistance;
- Total amount of each type of assistance provided to each household (*i.e.*, rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing incurred due directly or indirectly to the COVID-19 outbreak);
- Amount of outstanding rental arrears for each household;
- Number of months of rental payments and number of months of utility or home energy cost payments for which ERA assistance is provided;
- Household income and number of individuals in the household; and
- Gender, race, and ethnicity of the primary applicant for assistance.
- Grantees should also collect information as to the number of applications received in order to be able to report to Treasury the acceptance rate of applicants for assistance.

Recordkeeping and Data Collection

Implementing entities must keep records of all applications, decisions made, and assistance provided to participants using their recordkeeping system.

Information must be kept regarding applicants, their status, decisions regarding assistance, amounts of assistance including the type (rent, utilities, etc.), the periods of assistance, and total awards amounts, as well as information regarding those applicants that were not assisted due to withdrawal, termination for non-action, denial, or any other reason.

ERAP records may include but are not limited to the following:

- General ledger and subsidiary ledgers used to account for
 - (a) the receipt of Consolidated Act, 2021 payments and
 - (b) the disbursements from such payments to meet eligible expenses related to the Emergency Rental Assistance Program and the public health emergency due to COVID-19.
- Budget records for 2020, 2021 and, if ERAP payments occurred past December 31, 2021, the records for 2022.
- Payroll, time records, human resource records to support costs incurred for payroll expenses related to administering the ERAP.
- Receipts of all costs related to marketing, administering, implementing, and closing out the ERAP.

- Contracts and subcontracts entered into using Consolidated Act, 2021 payments and all documents related to such contracts.
- Grant agreements and grant subaward agreements entered into using Consolidated Act, 2021 payments and all documents related to such awards.
- All documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipient and subrecipients.
- All documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards.
- All internal and external email/electronic communications related to use of Consolidated Act, 2021 payments.
- All investigative files and inquiry reports involving Consolidated Act, 2021 payments; and
- All correspondence related to applications, program design and implementation, reporting, or any other program related items.

All records associated with the ERAP shall be maintained for a period of seven (7) years after final payment is made using Consolidated Act, 2021 funds. These record retention requirements are applicable to all U. S. Treasury recipients, their grantees and subgrant recipients, contractors, and other levels of government that received Consolidated Act, 2021 payments from U. S. Treasury recipients.

Treasury's Office of Inspector General may require the collection of additional information in order to fulfill its oversight and monitoring requirements. Treasury will provide additional information regarding reporting to Treasury at a future date.

Monitoring

All Emergency Rental Assistance Program funds are subject to monitoring by Jefferson County and its designees in accordance with Jefferson County Emergency Rental Assistance Program Monitoring Plan and Schedule. The monitoring plan provides a framework to review the progress of prime recipients, subrecipients, direct grantees, contracted vendors, etc., and determine where follow up or outreach is needed.

Monitoring objectives include:

- Fraud prevention and mismanagement of funds.
- Confirmation and validation of proper programmatic record retention relative to spending.
- Ensuring funds are used in accordance with the federal guidance, ERAP eligibility requirements, and Jefferson County specific requirements.
- Confirmation program or project objectives were achieved.

Monitoring activities will include the following:

1. Assessment of high-risk program or project activity
2. Regular monitoring calls between Jefferson County and the Community Partners
3. Compliance check including review of ledger, invoices, sample files and expenditure summary reports, due to County monthly
4. Documentation of monitoring findings
5. Determination and communication of corrective actions
6. Final expenditure report (within 30 days of final payment utilizing grant funds)
7. Grant closeout report (within 60 days of final payment utilizing grant funds)

Community Partners must provide, that all activities are conducted in a positive and nurturing environment.

Conflicts of Interest

A conflict of interest occurs when a person is in a position to receive personal benefit from actions they take or decisions they make in their official capacity. A conflict of interest may be either an actual conflict or may be a perceived conflict of interest. It is possible for a potential or perceived conflict of interest exist even if no unethical, improper, or illegal act results from the conflict.

An individual may have a conflict of interest in any situation where one's judgment, actions, or non-action could be interpreted to be influenced by something that would benefit them directly or through indirect gain to a friend, relative, acquaintance or business or organization with which they are involved.

The rule is that no persons described below who exercise decision making, have exercised responsibilities with respect with the ERA program, or who are in a position to participate in decision-making may obtain a financial interest or benefit, or have a financial interest in any contract, subcontract, or agreement with respect with the ERA program, either for themselves or with those with whom they have business or immediate family ties during their tenure.

Conflict of interest requirements apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of Jefferson County, Alabama or any designated public agency, or subrecipients that are receive funds under the ERA program.

Any potential or actual conflicts of interest may be reported immediately to the County Manager's Office, Jefferson County, Alabama.

Fraud

Fraud is an illegal act of intentional deception or misrepresentation used to benefit oneself or others. Fraud includes but is not limited to false representations of material fact, false or

misleading statements, or the concealment of something that should have been disclosed, which deceives and is intended to deceive.

Fraud and abuse of the ERAP funds may be result of:

- Unauthorized access to sensitive information.
- Filing false applications or claims.
- Providing false statements to obtain assistance funds.
- Diversion of benefit proceeds.
- Forgery.
- Promised services not delivered, and/or
- Misuse and mismanagement of the funds.

Data must be analyzed to reveal trends, relationships, and correlations between the data that can identify ongoing fraud and abuse of funds.

Any person or entity (including its employees and affiliates) that enters into an agreement with Jefferson County, Alabama that witnesses, discovers evidence of, receives a report from another source, or has other reasonable basis to suspect that fraud, misuse of funds or embezzlement has occurred must immediately make a report through the following channels:

- Nathan Salter, Jefferson County Grants Administrator, by email at Saltern@jccal.org, or by phone at 205-325-5761 ext. 1908
- Frederick L. Hamilton, Jefferson County CECD/EDFP Director, by email at hamiltonf@jccal.org, or by phone at 205-325-5785
- Justin Smith, Assistant to the Jefferson County Manager, by email at smithjd@jccal.org, or by phone at 205-731-2880
- The Treasury Office of Inspector General hotline at 800-359-3898

Individual filing a complaint may request the complaint to be handled confidentially if they believe disclosing their identity may create a hardship or place them in danger. If confidentiality is elected, it is suggested but not required to provide as much contact information as they are comfortable if additional details are needed. Filing an anonymous complaint may limit the ability of conducting a complete investigation.

Disbursement Schedule and Reconciliation of Funds

Disbursement 1 (Advance): Issued by Jefferson County to Community Partners following Jefferson County's receipt of the signed contract, Community Partners submission of completed Risk assessment Form Part A, and completion of Risk Assessment Form Part B by Jefferson County.

Funds must be maintained in a dedicated bank account with the account statement submitted monthly. Subsequent disbursements for direct service reimbursements, excluding administrative reimbursements, must be deposited into this account. Advance funds are to be used as working capital to fund the assistance provided to beneficiaries. These funds are not to be used to float the upfront administrative costs of the program.

Subsequent Disbursements: (Reimbursement): issued by Jefferson County to the Community Partners on a reimbursement basis. The Community Partners may submit requests for reimbursement at any time for review and approval by the County for eligible expenses incurred within the agreement period. All requests for reimbursement shall be submitted with supporting documentation such as invoices, receipts, bills, method of calculating charges and other documentation needed to support the reimbursement request. Supportive documentation shall be submitted together with reimbursement forms in the format as required by the County. Each request for reimbursement form must have an original signature. Reimbursement shall be payable upon receipt pending the review and approval by the Jefferson County Office of Community Services and Workforce Development. Administrative costs will be paid at a rate not to exceed 8.5% of the total disbursed program funds.

Any changes in the above listed budget items must be approved in writing by the County in advance of expenditure of funds by the Community Partner. No work performed pursuant to this Agreement shall be contracted to any other person, organization, consultant, or corporation without prior written approval by the County.

Operation expenditures such as equipment purchases shall be limited to purchases that are less than \$1,000 unless approved by the County.

All funds must be expended before September 30, 2021. Disbursement will be based on Jefferson County's determination of satisfactory compliance with program requirements and consistent with documentation requirements. When and how funds will be released will be at the County's discretion based on the outcome of monitoring and compliance efforts.

Community Partners will request, on a minimum of a monthly basis, reimbursement for funds expended by the 1st business day of each month. Reimbursement requests should not be submitted more than once weekly. Community Partners should submit their first request on or before the 1st business day of the month following the first full month the contract is in effect. Reimbursement requests and supporting documentation should be submitted electronically with a hard copy submitted to the following:

Email copies to:

Frederick Hamilton: Hamiltonf@jccal.org

Octavia Henry: HenryO@jccal.org

Nathan Salter: SalternN@jccal.org

And mail a hard copy to:

Department of Community Services and Workforce Development
Grants Administrator
716 Richard Arrington Jr. Blvd. North, Suite A430
Birmingham, AL 35203

Community Partners will be required to report a reconciliation of all funds and any cash on hand at the end of the program performance period, as established in the contract, and are required to return funds not used for allowable costs to Jefferson County no later than 30 days after identification by the Community Partner or Jefferson County.

Allowable Administration and Project Delivery Costs

Total Allowable Administration and Project Delivery cost are capped as noted in the contract and will be available for reimbursement at 8.5% of the value of Disbursed Direct Assistance. Disbursed Direct Assistance is the total value of assistance disbursed by the Community Partner to pay the outstanding balance due on behalf of beneficiaries.

Administration and project delivery costs include direct administrative expenses such as payroll costs for employee time spent on program implementation and administration, as well as supplies and materials dedicated to the Program. Administrative and Project Delivery costs will be reimbursed based on actual eligible costs incurred and documented.

JEFFERSON COUNTY
CONTRACT COVER SHEET

Originating Department:	Department of Community Services and Workforce Development			BID:No	
Department Contact	Frederick Hamilton,			Phone Number:	
Contract Info#: 7208	Contract Name/ID: Legal Services of Alabama, Inc. (CD19-05C-CW-LSA) Amendment #1/7208			Amount: \$0.00	
Date Start: 08/20/20	Contract Type: No Funds Required				
Date End: 06/30/22					
CANCELLATION TERMS:	30 Days Cancellation clause				
Funding Sources	Org Code: 25202000	Object: 520070	Grant Number: 24193		
For Expenditures:	Original Budget: \$85,000.00	Current Remaining: \$0.00	After Execution: \$0.00		
Contractor:	Legal Services of Alabama, Inc.				
Remittance Address:	P.O. Box 20787, Montgomery, AL 36120				
Taxpayer ID#	63-0743038			Vendor ID# N/A	
Dept Contact Person:	Nathan Salter	Email :	saltn@jccal.org	Phone :	205-325-5761
Contractor Contact Person:	Guy Lescault	Email :	glescault@als	Phone :	334-223-5120
Contract Description:	Resolution authorizing the Commission President to award and execute Amendment #1 to the agreement between Jefferson County, Alabama and Legal Services of Alabama, Inc. for CD19-05C-CW-LSA. The purpose of this Modification is to extend the contract to terminate on June 30, 2022.				
BID/RFP Number (if item/service was not bid, give detailed explanation)	N/A				
Payment Terms:	Per contract terms				

RESOLUTION

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, be and hereby is authorized, empowered and directed to award and execute Amendment #1 to the agreement between Jefferson County, Alabama and Legal Services of Alabama, Inc. for CD19-05C-CW-LSA. The purpose of this Modification is to extend the contract to terminate on June 30, 2022.

ADOPTED:

STATE OF ALABAMA)

JEFFERSON COUNTY)

AMENDMENT TO CONTRACT #1

This is an **Amendment to the Contract** by and Between **Jefferson County, Alabama** through the **Department of Community Services & Workforce Development**, hereinafter called “the County”, and **Legal Services of Alabama**, hereinafter called “the Contractor” for grant allocation PY19. The effective date of this agreement shall be **September 10, 2020**.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract;

NOW, THEREFORE, in consideration of the above, the parties hereto agree as follows:

The contract between the parties which was approved by the Jefferson County Commission on **September 10, 2020**, in Minute Book 174, Page 458, is hereby amended as authorized by the original resolution as follows:

The purpose of this Modification is to extend the contract to terminate June 30, 2022 due to delays relating to COVID-19 in expending the awarded funds. No additional costs are included in this amendment. All other terms and conditions of the contract shall remain the same.

JEFFERSON COUNTY, AL

By: _____ Date: _____
Jimmie Stephens, Commission President

Legal Services of Alabama,

By: Am E. Winston Date: April 22, 2021
Executive Director



Personnel Board of Jefferson County
The foundation of your Merit System Career

Independent Contractor Submission Form (ICSF)

Pursuant to Rule 11.4 of the Rules and Regulations of the Personnel Board of Jefferson County, appropriate documentation and a copy of the contract must be provided with the submission of this form. If sufficient information is not received, the Board may request additional documentation, return the contract or recommend denial of the contract. Submission of this form simply allows the Board to begin the Independent Contractor Review process and does not imply that information is all inclusive or that a contract will be approved. Questions should be directed to classandcomp@pbjcal.org. **NOTE:** If a contract is, in accordance with Policy 2015-002 of the Personnel Board, related to the construction of viaducts, bridges, streets, sewers, canals, public building or public utilities, then the contract is exempt from Personnel Board review.

Requesting Department: _____ Contractor's Name: _____

Contract Amount: _____ Contract Term (in years): _____

Contract Start Date: Following Commission/Council Approval ☐ OR, the Actual Date: _____

Is this a new contract, a renewal, or an amendment? New ☐ Renewal ☐ Amendment ☐

If this is a new contract, how many options to renew are included? 1 ☐ 2 ☐ 3 ☐ Other ☐

If this is a renewal, on what date was the original contract approved by the Personnel Board? _____

If this is a renewal, OR, if a contract has been executed with this contractor in the past,
what was the termination date of the contract or last renewal? _____

NATURE OF THE CONTRACT

1. In "layman's terms" please provide a brief summary of the contract and the services to be performed. Please include the purpose of the contract, why an independent contractor is needed, and any helpful background information.

RATIONALE AND SUPPORTING INFORMATION

2. Does this contract contain a staffing component? Yes ☐ *No ☐

**If the contract does not include a staffing component (for example, the contract is to purchase software, and Merit System employees will install the software), then submission of the contract to the Personnel Board for review is not necessary.*

3. Does the staffing component of this contract overlap with work performed by any Merit System job classification(s)?

☐ Yes, but there are extenuating circumstances that must be considered (please describe them below):
☐ No (please clarify below how they are different):

4. Please indicate whether the staffing component of the work in this contract is:

Please note this does not refer to the term of the contract, but to the nature of the work being performed through the contract.

☐ Continuous (the work to be performed is expected to continue indefinitely).
☐ Temporary* (the work to be performed is temporary in nature has a defined start and end date).

**If "Temporary," please indicate the start and end dates and explain the temporary nature of the work:*

5. Regardless of whether the work to be contracted is continuous or temporary, please indicate whether the work is:
- ☐ Consistently performed (regardless of the amount of time needed to perform the work, the work must be performed on a reasonably regular basis).
- ☐ Sporadically performed* (the work is performed on an irregular, intermittent or limited basis as needed).
- *If "Sporadically performed," please describe the sporadic nature of the work:

-
6. The work/service to be performed under this contract: (indicate most appropriate response)

- ☐ Has not been performed prior to the establishment of this contract.
- ☐ Has been performed previously through other contracts.
- ☐ Has been performed previously by Merit System employees.

7. Is this type of work customarily given by public sector agencies to independent contractors?

Yes* ☐ No ☐

*If "Yes," please provide the names of other public sector agencies that contract similar services.

-
8. Does the work to be performed through the contract require equipment and/or facilities not currently possessed by your City/County/Agency?

Yes* ☐ No ☐

*If "Yes," please indicate the type of equipment and/or facilities required and not possessed to perform the work.

-
9. Is it more cost effective to provide these services via a contract rather than with in-house staff and equipment?

Yes* ☐ No ☐

*If "Yes," please attach a thorough comparison between "in-house costs" and "contract costs" to support your assertion.

Form completed by (name): _____ Title: _____

Email: _____ Phone: _____

Jurisdiction (City/County/Agency): _____ Appointing Authority Signature: _____

Revised 5/5/2020

JEFFERSON COUNTY
CONTRACT COVER SHEET

Originating Department:	Department of Community Services and Workforce Development		BID:No	
Department Contact	Frederick Hamilton,		Phone Number:	
Contract Info#: 7218	Contract Name/ID: Cooperation Agreement - Bagley Volunteer Fire and Rescue General Fund Storm Shelter/7218		Amount: Unknown	
Date Start: 04/8/21	Contract Type: Expenditure			
Date End: 04/8/99				
CANCELLATION TERMS:	30 Days cancellation clause			
Funding Sources	Org Code: 40302000	Object: 520070	Grant Number: 24193	
For Expenditures:	Original Budget: \$2,000,000.00	Current Remaining: \$968,087.00	After Execution: \$963,087.00	
Contractor:	Bagley Volunteer Fire and Rescue			
Remittance Address:	7175 Bankhead HWY, Dora, AL 35062			
Taxpayer ID#	N/A		Vendor ID# N/A	
Dept Contact Person:	Nathan Salter	Email: saltern@jccal.org	Phone:	205-325-5761
Contractor Contact Person:	Darryl Tavel	Email: taveld@jccal.org	Phone:	205-238-4035
Contract Description:	This is a \$5000 annual cooperation agreement for the Bagley General Fund Storm Shelter.			
BID/RFP Number (if item/service was not bid, give detailed explanation)	N/A			

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, be and hereby is authorized, empowered and directed to execute this Cooperation Agreement between Jefferson County, Alabama and Bagley Volunteer Fire and Rescue for the construction of a storm shelter. The project if funded by the General Fund allocation for storm shelters.

ADOPTED:

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, be and hereby is authorized, empowered and directed to execute this Cooperation Agreement between Jefferson County, Alabama and Bagley Volunteer Fire and Rescue for the construction of a storm shelter. The project is funded by the General Fund allocation for storm shelters.

ADOPTED:

BAGLEY GENERAL FUND STORM SHELTER

Resolution to execute Cooperation agreement with Bagley Volunteer Fire and Rescue.

Funded with General Fund allocation for storm shelters.

AGREEMENT BETWEEN
JEFFERSON COUNTY, ALABAMA
AND
BAGLEY VOLUNTEER FIRE AND RESCUE

STATE OF ALABAMA)
JEFFERSON COUNTY)

PART I: PROJECT CONTRACT AGREEMENT

This Agreement is entered into effective the date recorded by the Jefferson County Minute Clerk, by and between Jefferson County, Alabama, which will be represented by its Office of Community Services & Workforce Development, hereinafter called the COUNTY, and the Bagley Volunteer Fire and Rescue, hereinafter called the COMMUNITY.

WHEREAS, the COUNTY and the COMMUNITY desire to enter into an Agreement that provides for the Bagley Storm Shelter located at 7175 Bankhead HWY Dora, AL 35062 as associated with the Bagley Storm Shelter through the use of Jefferson County General funds, and hereby agree as follows:

W I T N E S S E T H:

FIRST: The COUNTY agrees to have constructed based upon the lowest and best responsive bid, a storm shelter as detailed in the design plans and construction documents as developed by the architecture firm hired by the COUNTY.

SECOND: It is agreed that the COUNTY may conduct a fair and competitive bidding program in accordance with the 41-16-50, 1975 Code of Alabama, and shall select a competent Contractor to construct the Storm Shelter specified at Paragraph FIRST. The COUNTY further agrees to incur all costs related to advertisement of competitive bids. The COUNTY reserves the right to accept or reject any and all bids, or to modify the scope of work. The COUNTY reserve the right to enter into an agreement with Jefferson County Department of Roads and Transportation.

THIRD: It is agreed that any project activities undertaken under the provisions of this Agreement may be suspended or terminated by the COUNTY if the COMMUNITY refuses to accept any additional conditions that may be imposed by HUD at any time, or if the grant to the COUNTY under Title I of the Housing and Community Development Act of 1974 is suspended or terminated. It is also agreed that if the COMMUNITY shall fail to fulfill its obligations under this Contract in a timely and proper manner, or if the COMMUNITY shall violate any of the covenants, agreements, or stipulations of this Contract; the COUNTY shall thereupon have the right to terminate this Contract by giving written notice to the COMMUNITY of such termination and specifying the effective date of such termination.

FOURTH: The COUNTY'S agreement to construct a storm shelter set out in the scope of work referenced herein shall terminate upon completion and final acceptance of the work performed by the Architect firm and Contractor. All other obligations contained in this Agreement shall not expire until five (5) years after the approved date that Jefferson County ceases to function as an entitlement under the U.S. Department of Housing and Urban Development. The COMMUNITY shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment, or novation), without the prior written consent of the COUNTY thereto for the duration of this Agreement.

FIFTH: The COMMUNITY shall certify in writing to the COUNTY, final acceptance of the job. The ownership of the Storm Shelter made under this Agreement shall at all times be with the COMMUNITY its successors and assigns; furthermore, all maintenance of said Storm Shelter shall also be with the COMMUNITY its successors and assigns. The COMMUNITY agrees to maintain the Storm Shelter constructed at a level equal to that of other areas of the COMMUNITY and use the Storm Shelter exclusively as Storm Shelter until the expiration of this contract as stated in paragraph FOURTH. Failure to utilize the Storm Shelter exclusively as Storm Shelter will be an automatic breach of this agreement and the COMMUNITY shall reimburse the COUNTY for all improvement costs. This stipulation is to expire upon the termination of this contract as stated in paragraph FOURTH.

SIXTH: The COMMUNITY gives assurance that no person shall be excluded from participation in or denied the benefits of this project, on the ground of race, color, religion, sex, national origin, age, disability or veteran status.

SEVENTH: The Community will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status pursuant to the provisions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 1981, 1983, 1986 and all amendments thereto relative to discriminatory employment practices. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

EIGHTH: The COMMUNITY agrees to indemnify, hold harmless, and defend the COUNTY, from and against any and all liability from loss, damage or expenses which the COUNTY, may suffer or for which the COUNTY may be held liable by reason of injury, including death, to any person or damage to any property arising out of or in any manner connected with the operations to be performed by the COMMUNITY under this Agreement. Provided, however, this Paragraph EIGHTH shall not be interpreted to require the COMMUNITY to indemnify, hold harmless, and defend the COUNTY from any such injury, damage, or death caused by any negligence or breach of contract of or by the COUNTY.

NINTH: If the Agreement is terminated by the COUNTY as provided herein, the COMMUNITY

shall have no claim of payment or claim of benefit for any project activities undertaken under this Agreement, which according to the original plans and specifications has been dropped or suspended.

TENTH: The COMMUNITY agrees that any and all questions, comments, or other communication, concerning the contractor or the architect, whether written or oral, related to the progress of work, the quality of work, the scope of work, or other aspects of the construction or design phases, will be directed to the COUNTY specifically the Office of Community Services & Workforce Development.

ELEVENTH: The COMMUNITY agrees to abide by 2 CFR Part 200 including, but not limited to any nominal fees received by the COMMUNITY for use of the Park (property) are considered program income and may be retained for maintenance and repairs of the Park (property). The COMMUNITY shall maintain documentation to support income received as well as expenses incurred for use of the Park. However, any significant income that exceeds expenses will be returned to the COUNTY.

TWELTH: The COMMUNITY agrees that if there is a change in use of the Park property, the COMMUNITY may retain the property if the COUNTY is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures on non-CDBG funds for acquisition of, and construction of, the property.

THIRTEENTH: Insurance

Property Insurance

The COMMUNITY must ensure property insurance is carried throughout the term of the Project as specified in paragraph FOURTH and all renovations for the full replacement value.

The COMMUNITY's insurance policy must be endorsed to include the COUNTY as a loss payee. The COMMUNITY insurance policy cannot be cancelled without (30) days prior written notice given to the COUNTY.

The COMMUNITY is responsible for all policy premiums and deductibles.

The COMMUNITY shall furnish the COUNTY with a certificate of insurance as required by this Agreement. A person authorized by the insurer to bind coverage on its behalf must sign the certificate.

Liability Insurance

The COMMUNITY shall provide proof of general liability insurance in an amount acceptable to the COUNTY throughout the term of the Project as specified in Paragraph FOURTH. The COUNTY must be listed as an additional insured.

FOURTEENTH: Part II of this Agreement is attached hereto and incorporated by reference into this agreement.

FIFTEENTH, For the duration of this license agreement the COUNTY will provide an annual grant in the amount of \$5,000.00 to COMMUNITY to be used for the insurance, maintenance, utilities, and upkeep of the facility. Any and all unexpended funds should be retained in reserve extraordinary

expenses and future maintenance needs. In order to receive the aforementioned grant funds, the LICENSEE must remain in good standing and provide documentation of the expenditure of the prior year's funding and the accounting of any funds held in reserve for future maintenance needs.

Notice shall be address to and received by the parties below:

OWNER:	Jefferson County Commission County Manager 716 Richard Arrington Jr. Blvd N Birmingham, Alabama 35203 205-731-2880	Community Serv & Workforce Dev Grants Administrator 716 Richard Arrington Jr. Blvd N A430, Birmingham, Alabama 35203 205-325-5761
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LICENSEE: BAGLEY VOLUNTEER FIRE AND RESCUE
 Address 7125 Bankhead Hwy
 Address Doon, AL 35063
 Phone Number 205-698-4608

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly-authorized officials, this agreement on the date written above.

ATTEST:

JEFFERSON COUNTY, ALABAMA

BY: _____

James A. Stephens, President
Jefferson County Commission

ATTEST:

BAGLEY VOLUNTEER FIRE AND RESCUE

BY: _____

Name Richard Brondhead
 Title President
 DUNS # 005604277

PART II: TERMS AND CONDITIONS

1. Federal Regulations

The Project construction is subject to all applicable Federal laws and regulations.

2. Provisions of Law, Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

3. Definitions

As used herein the following words and terms shall have the meanings hereby ascribed to them:

- (a) "Area" means the jurisdictional limits of Jefferson County, Alabama.
- (b) "Consortium" means the group of municipalities which have entered into a cooperation agreement with Jefferson County Commission for the Community Development Block Grant Program.
- (c) "County" means Jefferson County, Alabama.
- (d) "Community" means a community, or public agency entering into the Contract, or Agreement with Jefferson County, Alabama, to do such work as specified within Part I of said Contract or Agreement.
- (e) "Government" means the Federal government of the United States of America.
- (f) "HUD" or "the Department" means the U.S. Department of Housing and Urban Development.
- (g) "Project" means a collection of work elements and activities to be undertaken as a part of the Program as set forth in Part I of this Contract or agreement.
- (h) Where the Project is to be carried out for an identified Neighborhood Strategy Area, Neighborhood Revitalization Area, or a Neighborhood Rehabilitation Area, "Project Area" shall be the boundaries of that area as defined by the County and included in its Statement of Objectives and Projected Use of Funds.

Where the Project is to be carried out for an entire municipality, "Project Area" means the corporate limits to the municipality. For other projects not fitting the above categories, "Project Area" means the specific census tract or census tracts within which said Project is located.

- (i) "Program" means the Jefferson County Community Development Program operated under the provisions of the U.S. Department of Housing and Urban Development regulations and the Housing and Community Development Act of 1974, as amended.
- (j) "The Secretary" means the office of the Secretary of the U.S. Department of Housing and Urban Development.
- (k) "Subcontractor" means the person, firm or corporation entering into a subcontract with the COMMUNITY to perform wholly or in part such work as specified in said subcontract.

4. Suspension of Work

Should the County be prevented or enjoined from proceeding with work either before or after the start of construction by reason of litigation or other reason beyond the control of the County, the COMMUNITY shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of work will be extended to such reasonable time as the County may determine will compensate for time lost by such delay, with such determination to be set forth in writing.

5. Compliance with Section 3 of the Housing and Urban Development Act of 1968.

Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the Project Area and contracts for work in connection with the projects be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the Project.

A. The COMMUNITY shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as a Section 3 clause):

- (a) The work to be performed under this Agreement is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part

135, which implement section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

- (c) The COMMUNITY agrees to send to each labor organization or representative of workers with which the COMMUNITY has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the COMMUNITY's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The COMMUNITY agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontract is in violation of the regulations in 24 CFR part 135. The COMMUNITY will not subcontract with any subcontractor where the COMMUNITY has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- (e) The COMMUNITY will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the COMMUNITY's obligations under 24 CFR part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- (g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

6. Discrimination Prohibited

(a) No person in the United States shall, on the ground of race, color, religion, sex or national origin, be excluded from participation in, be denied the benefits of or be otherwise subject to discrimination under any program or activity made possible by or resulting from this contract. The COMMUNITY will comply with all requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964. Should any real property or structure thereon be provided or improved with the aid of Federal financial assistance extended to the contractor, this paragraph shall be binding for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.

(b) The COMMUNITY shall administer all programs, responsibilities and activities relating to housing and community development in a manner to affirmatively further fair housing, so as to comply with Title VIII of the Civil Rights Act of 1968, Section 109 of the Housing and Community Development Act of 1974 and HUD Regulations issued pursuant thereto at 24CFR570.601, and Executive Order 11063, which governs equal opportunity in housing.

(c) The COMMUNITY shall maintain racial, ethnic, and gender data showing the extent to which these categories of persons have participated in or benefited from activities funded under this agreement.

(d) The COMMUNITY certifies and covenants that it does not nor will not maintain or provide for any segregated facility under its control, and that it does not nor will not permit any of its employees to perform their services at any location under its control where segregated facilities are maintained. As used in this paragraph, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time-clocks, locker rooms and other storage or dressing areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

7. Maintenance of Effort (Generally Applicable to Public Agencies)

Payment by the County shall be conditioned upon the maintenance during the period of this agreement by the Community of a level of aggregate expenditures for activities similar to those being paid under this contract, which is not less than the level of aggregate expenditures for such activities prior to the execution of this Contract.

8. Control of Assets

The COMMUNITY shall maintain effective control over and accountability for all property and other assets that are provided for by this agreement. The COMMUNITY shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.

Financial Management and Reporting:

The COMMUNITY hereby certifies that it will comply with the regulations, policies, guidelines and requirements of Federal Management Circular A-87 and "Common Rule" 24 CFR Part 85.

9. Procurement Standards

(a) The COMMUNITY shall maintain a code of standards of conduct which shall govern the performance of its officers, employees, or agent in contracting. Local government officials, employees or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Contractors or potential Contractors.

(b) All procurement transactions regardless of whether negotiated or advertised and without regard to dollar value shall be conducted in a manner so as to provide maximum open and free competition.

10. Retention of Records

All records maintained by the COMMUNITY that pertain to this agreement shall be retained for a period of five years after final settlement or such longer period as the County or the U.S. Department of Housing and Urban Development may require in specific cases.

11. Reports and Information

The COMMUNITY, at such times as the County may require, shall furnish such statements, records, data and information, as may be requested pertaining to matters covered by this agreement.

12. Audit Requirements

At any time during normal business hours and as often as the County, HUD, the Comptroller General of the United States, or any of their duly authorized representatives deem necessary, they shall have access to all accounts, records, reports, files and other papers or property of the COMMUNITY pertaining to funds provided under this Contract for the purpose of making surveys, inspections, audits, examinations, excerpts and transcripts.

13. Flood Insurance

(a) This Contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234) and the National Flood Insurance Act of 1968, as amended (42 USC 4001), et. seq. The County is participating in the National Flood Insurance Program; therefore, contracts for acquisition, clearance, construction or other purposes, as defined in

Section 3(a) of P.O. 93-234, in areas identified by the Secretary as having special flood hazards are subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said public law. The COMMUNITY'S responsibilities for evaluation of flood hazards are provided in Executive Order 11296.

(b) Every contract or subcontract for the sale, lease or other transfer of land acquired, cleared or improved in whole or in part with Community Development Block Grant funds, shall contain, if such land is located in an area having special flood hazards, the flood provisions:

- (1) The transferee and its successors, or assigns, are hereby obligated to obtain and maintain, during the ownership of land acquired, cleared or improved under this Contract, now and at some date in the future, such flood insurance as required with respect to Federal financial assistance for acquisition or construction purposes under Section 102 (a) of the Flood Disaster Protection Act of 1973.
- (2) The obligation shall be binding on the transferee and its successors, or assigns, notwithstanding the fact that the construction, rehabilitation or other Storm Shelter on the land is not itself funded with assistance under the Community Development Block Grant Program or under this Contract.

14. Interest of Public Officials and Kick-Backs

(a) Interest of a Member of or Delegate to Congress

No member of or delegate to the Congress of the United States of America or resident commissioner shall be admitted to any share or part of this Contract or to any benefits which may arise therefrom.

(b) Interest of Members of the Local Government

No member, officer, or employee of the County or the COMMUNITY or its designees or agents, no member of the governing body of the County or the COMMUNITY, and no other public official of the County or the COMMUNITY who exercises any functions or responsibilities with respect to the Program and Projects during his tenure or for one year thereafter shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Jefferson County Community Development Program.

(c) Interest of Contractor and Employees

The COMMUNITY covenants that no person who presently exercises any functions or responsibilities in connection with the project, has any personal financial interest, direct or indirect, in this Contract. The COMMUNITY further covenants that they presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. The COMMUNITY further covenants that in the performance of this Contract no

person having any conflicting interest shall be employed. Any interest on the part of the COMMUNITY or his employees must be disclosed to the County. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by low income residents of the area.

(d) Provisions of the Hatch Act

Neither the funds provided by this Contract nor the personnel employed in the administration of the agreed upon work shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, U.S. Code.

- (e) The COMMUNITY agrees to incorporate in full the provision of paragraphs (a) through (e) of this section in every contract or subcontract for construction, rehabilitation, supplies and professional services which is in any way entered into with respect to this Contract.

15. Prohibition Against Payments of Bonus or Commission

Funds provided under this Contract shall not be used in the payment of any bonus or commission for the purpose of obtaining from the County or the U.S. Department of Housing and Urban Development of this or future contracts, or any other approval or concurrence of said agencies that may be required under this Contract, Title I of the Housing and Community Development Act of 1974, or the Department regulations with respect thereto; provided, however, that reasonable fees or bona fide technical consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as Contract costs.

16. Subcontract Approval

The COMMUNITY shall submit for the County's review and approval, a copy of all contracts and subcontracts the COMMUNITY may desire to let for any portion of the work set forth and required by this Contract. The County shall have the right to approve or disapprove of said contracts or proposed Subcontractors where the County deems that they are not in compliance with the intent of provisions made by this Contract or other Program policies, regulations, guidelines and requirements. The COMMUNITY agrees that the County shall approve of said Contract or Subcontracts prior to the execution of the contract or subcontract document, and that said document will contain an appropriate space for the County to acknowledge its approval. Any objection shall be expressed in writing by the County within ten (10) days after receipt.

17. Acquisition and Relocation

- (a) In acquiring real property in connection with the Community Development Block Grant Program, the COMMUNITY will be guided to the extent permitted under State law, by the real property acquisition policies set out under Section 301, of the Uniform Relocation Assistance and Real Property Acquisition Policies Act, the provisions of Section 302 thereof, and HUD Regulations issued pursuant thereto at 24 CFR 42, Sub-part D.

(b) The COMMUNITY will provide fair and reasonable relocation payments, assistance and services in accordance with Sections 202 through 205 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act, Sub-parts B and C of 24 CFR 42, and HUD Handbook 1371.1 (revised), to or for families, individuals, partnerships, corporations or associations displaced as a result of any acquisition of real property assisted under the project.

18. Assignability

The COMMUNITY shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment, or novation), without the prior written consent of the County thereto.

19. Regulations Pursuant to so-called "Anti-Kickback Act"

The COMMUNITY shall comply with the applicable regulations herein incorporated by reference of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title 40 U.S.C., Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required by Subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

20. Copyrights

If this agreement results in a book or other copyrightable materials, the author is free to copyright the work, but the federal grantor and the commission reserve a royalty-free nonexclusive and irrevocable license to reproduce, publish or otherwise use and authorize the use of all copyrighted material and all material which can be copyrighted resulting from the agreement.

21. Discovery and Invention

Any discovery or invention arising out of or developed in the course of work aided by the agreement shall be promptly and fully reported to the commission and if applicable, to the administrator of the federal grantor agency for determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including right under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

22. Energy Efficiency

The COMMUNITY shall know and follow the mandatory standards and policies relating to

energy efficiency which are contained in the State of Alabama's Energy Conservation Plan and Conservation Act (Pub.L.94-163).

23. Termination of Agreement

Termination of Agreement for Cause – If through any cause, the COMMUNITY shall fail to fulfill in timely and proper manner his obligations under this Agreement or if the COMMUNITY shall violate any of the covenants, agreements, or stipulations of this Agreement, the COUNTY shall thereupon have the right to terminate or suspend this Agreement by giving written notice to the COMMUNITY of such termination or suspension and specifying the effective date thereof, at least thirty (30) days before such effective date.

Notwithstanding the above, the COMMUNITY shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Agreement by the COMMUNITY and the COUNTY may withhold any payments to the COMMUNITY for the purpose of set off until such time as the exact amount of damage due the COUNTY from the COMMUNITY is determined.

Termination for Convenience – Upon seven days written notice to the COMMUNITY, COUNTY may, without cause and without prejudice to any other right or remedy of COUNTY, elect to terminate this Agreement. In such case, the consultants/contractor shall be paid (without duplication of any items):

For completed and acceptable work executed in accordance with this Agreement prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such work;

For expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Agreement in connection with uncompleted work, plus fair and reasonable sums of overhead and profit on such expenses; and for reasonable expenses directly attributable to termination.

COMMUNITY shall not be paid on account of loss of anticipated profits or revenue other economic loss arising out of or resulting from such termination.

24. **ADMINISTRATIVE ORDER OF THE JEFFERSON COUNTY COMMISSION**
08-4

PURSUANT to the authority vested in the Jefferson County Commission by law, the following Administrative Order is hereby issued:

PURPOSE

To give notice to potential contractors that Jefferson County is an equal opportunity employer in accordance with Title VII, Civil Rights Act of 1964, 42 U.S.C. §§ 1981, 1983, 1986 and amendments, and it is the policy of Jefferson County to require contractors, vendors and suppliers (hereinafter "Contractor") providing goods and services to the County to afford equal opportunity for employment to all individuals regardless of race, color, sex, age, religion, national origin, disability or veteran status.

I. PROCEDURE

The clause set forth below which requires Contractor compliance with federal law shall be incorporated in each bid or offer to do business with the County and in all contracts and subcontracts with the County as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status pursuant to the provisions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 1981, 1983, 1986 and all amendments thereto relative to discriminatory employment practices. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

2. In the event of the Contractor's non-compliance with the equal employment opportunity clause of this contract, this contract may not be awarded or may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further County contracts.

3. The Contractor will include the provisions of paragraph (1) in every subcontract or purchase order.

4. The Contractor shall certify to the County its compliance with this policy prior to receipt of any contract or business with the County.

JEFFERSON COUNTY, ALABAMA
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION FORM

Contractor/Vendor Name: Bagley Volunteer Fire and Rescue

Address: 7125 Bankhead Hwy
DoLA, AL 35062

The Contractor acknowledges receipt of Jefferson County's Equal Employment Opportunity Contractor Compliance Administrative Order (attached hereto) and certifies that it is an equal opportunity employer and agrees to the requirements of the Policy and the Equal Employment Opportunity Clause therein. It further certifies that it will require all subcontractors to execute an Equal Employment Opportunity statement and certification of compliance.

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex national origin, age, disability or veteran status. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The Contractor will furnish to the County, upon request, reports, notices, policies and/or information certifying compliance with this policy.

In the event of the Contractor's non-compliance with the equal employment opportunity clause of this contract, this contract may not be awarded or may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further County contracts.

4/26/21
 Date

[Signature]
 Signature
President
 Title



Independent Contractor Submission Form

Pursuant to Rule 11.4 of the *Rules and Regulations* of the Personnel Board of Jefferson County, appropriate documentation and a copy of the contract must be provided with the submission of this form. If sufficient information is not received, the Board may request additional documentation, return the contract or recommend denial of the contract. Submission of this form simply allows the Board to begin the Independent Contractor Review process and does not imply that information is all inclusive or that a contract will be approved. Questions should be directed to classandcomp@pbjcal.org. **NOTE:** If a contract is, in accordance with Policy 2015-002 of the Personnel Board, related to the construction of viaducts, bridges, streets, sewers, canals, public building or public utilities, then the contract is exempt from Personnel Board review.

Department Requesting the Contract: Community Services and W

Contractor Name: Bagley Volunteer Fire Contract Amount: \$0.00

Contract Term (in years): Indefinitely Contract Start Date: Upon Execution

Is this a new contract or a renewal? ☒ New ☐ Renewal

If this is a new contract, how many options to renew are included? ☐ 1 ☐ 2 ☐ 3 0 Other

If this is a renewal, on what date was the original contract approved by the Personnel Board? _____

NATURE OF THE CONTRACT

1. In "layman's terms" please provide a brief summary of the contract and the services to be performed. Please include the purpose of the contract, why an independent contractor is needed, and any helpful background information.

The purpose of this agreement between the Bagley Volunteer Fire and Rescue and Jefferson County is for the the construction of a storm shelter utilizing general funds. The agreement specifies the responsibilities of the City and County. There is no staffing requirement associated with the agreement.

RATIONALE AND SUPPORTING INFORMATION

2. Does this contract contain a staffing component? ☐ Yes ☒ No
(If the contract does not include a staffing component (for example, the contract is to purchase software, and Merit System employees will install the software), then submission of the contract to the Personnel Board for review is not necessary.)

3. Does the staffing component of this contract overlap with work performed by any Merit System job classification(s)?
☐ Yes, but there are extenuating circumstances that must be considered (please describe them below):
☒ No (please clarify below how they are different):

The purpose of this agreement between the Bagley Volunteer Fire and Rescue and Jefferson County is for the the construction of a storm shelter utilizing general funds. The agreement specifies the responsibilities of the City and County. There is no staffing requirement associated with the agreement.

4. Please indicate whether the staffing component of the work in this contract is:

☐ Continuous (the work to be performed is expected to continue indefinitely).

☐ Temporary* (the work to be performed is temporary in nature has a defined start and end date).

Please note this does not refer to the term of the contract, but to the nature of the work being performed through the contract.

*If "Temporary," please indicate the start and end dates and explain the temporary nature of the work:

5. Regardless of whether the work to be contracted is continuous or temporary, please indicate whether the work is:
- ☐ Consistently performed (regardless of the amount of time needed to perform the work, the work must be performed on a *reasonably regular basis*).
- ☐ Sporadically performed* (*the work is performed on an irregular, intermittent or limited basis as needed*).

*If "Sporadically performed," please describe the sporadic nature of the work:

6. The work/service to be performed under this contract: (indicate most appropriate response)

- ☐ Has not been performed prior to the establishment of this contract.
- ☐ Has been performed previously through other contracts.
- ☐ Has been performed previously by Merit System employees.

7. Is this type of work customarily given by public sector agencies to independent contractors?

- ☐ Yes* ☐ No

*If "Yes," please provide the names of other public sector agencies that contract similar services.

8. Does the work to be performed through the contract require equipment and/or facilities *not currently possessed* by your City/County/Agency?

- ☐ Yes* ☐ No

*If "Yes," please indicate the type of equipment and/or facilities *required and not possessed* to perform the work.

9. Does you contend that it is more cost effective to provide these services through contract rather than with in-house staff?

- ☐ Yes* ☐ No

*If "Yes," please *attach* the comparison between "in-house costs" and "contract costs" that support this assertion.

Form completed by (name): Nathan Salter Title: Grants Administrator

Email: saltern@jccal.org Phone: 205-325-5761

Jurisdiction (City/County/Agency): Jefferson County

Appointing Authority Signature: _____ Date: _____

JEFFERSON COUNTY
CONTRACT COVER SHEET

Originating Department:	Department of Community Services and Workforce Development			BID:No	
Department Contact	Frederick Hamilton,			Phone Number:	
Contract Info#: 7219	Contract Name/ID: Cooperation Agreement - Glennwood Fire District General Fund Storm Shelter/7219			Amount: Unknown	
Date Start: 05/6/21		Contract Type: Expenditure			
Date End: 05/6/99					
CANCELLATION TERMS:	30 Days cancellation clause				
Funding Sources	Org Code: 40302000	Object: 520070		Grant Number: 24193	
For Expenditures:	Original Budget: \$2,000,000.00	Current Remaining: \$968,087.00		After Execution: \$963,087.00	
Contractor:	Glennwood Fire District				
Remittance Address:	1830 Glennwood Road, Morris, AL 3516				
Taxpayer ID#	N/A			Vendor ID# N/A	
Dept Contact Person:	Nathan Salter	Email:	saltern@jccal.org	Phone:	205-325-5761
Contractor Contact Person:	Jeff Loggins	Email:	N/A	Phone:	205-680-3356
Contract Description:	This is a \$5000 cooperation agreement for the Glennwood General Fund Storm Shelter.				
BID/RFP Number (if item/service was not bid, give detailed explanation)	N/A				

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, be and hereby is authorized, empowered and directed to execute this Cooperation Agreement between Jefferson County, Alabama and Glennwood Fire District for the construction of a storm shelter. The project if funded by the General Fund allocation for storm shelters.

ADOPTED:

**AGREEMENT BETWEEN
JEFFERSON COUNTY, ALABAMA
AND
GLENNWOOD FIRE DISTRICT**

STATE OF ALABAMA)
JEFFERSON COUNTY)

PART I: PROJECT CONTRACT AGREEMENT

This Agreement is entered into effective the date recorded by the Jefferson County Minute Clerk, by and between Jefferson County, Alabama, which will be represented by its Office of Community Services & Workforce Development, hereinafter called the COUNTY, and the Glennwood Fire District, hereinafter called the COMMUNITY.

WHEREAS, the COUNTY and the COMMUNITY desire to enter into an Agreement that provides for the Glennwood Storm Shelter located at 1830 Glennwood Rd, Morris, AL 35116 as associated with the Glennwood Storm Shelter through the use of Jefferson County General funds, and hereby agree as follows:

WITNESSETH:

FIRST: The COUNTY agrees to have constructed based upon the lowest and best responsive bid, a storm shelter as detailed in the design plans and construction documents as developed by the architecture firm hired by the COUNTY.

SECOND: It is agreed that the COUNTY may conduct a fair and competitive bidding program in accordance with the 41-16-50, 1975 Code of Alabama, and shall select a competent Contractor to construct the Storm Shelter specified at Paragraph FIRST. The COUNTY further agrees to incur all costs related to advertisement of competitive bids. The COUNTY reserves the right to accept or reject any and all bids, or to modify the scope of work. The COUNTY reserve the right to enter into an agreement with Jefferson County Department of Roads and Transportation.

THIRD: It is agreed that any project activities undertaken under the provisions of this Agreement may be suspended or terminated by the COUNTY if the COMMUNITY refuses to accept any additional conditions that may be imposed by HUD at any time, or if the grant to the COUNTY under Title I of the Housing and Community Development Act of 1974 is suspended or terminated. It is also agreed that if the COMMUNITY shall fail to fulfill its obligations under this Contract in a timely and proper manner, or if the COMMUNITY shall violate any of the covenants, agreements, or stipulations of this Contract; the COUNTY shall thereupon have the right to terminate this Contract by giving written notice to the COMMUNITY of such termination and specifying the effective date of such termination.

FOURTH: The COUNTY'S agreement to construct a storm shelter set out in the scope of work referenced herein shall terminate upon completion and final acceptance of the work performed by the Architect firm and Contractor. All other obligations contained in this Agreement shall not expire until five (5) years after the approved date that Jefferson County ceases to function as an entitlement under the U.S. Department of Housing and Urban Development. The COMMUNITY shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment, or novation), without the prior written consent of the COUNTY thereto for the duration of this Agreement.

FIFTH: The COMMUNITY shall certify in writing to the COUNTY, final acceptance of the job. The ownership of the Storm Shelter made under this Agreement shall at all times be with the COMMUNITY its successors and assigns; furthermore, all maintenance of said Storm Shelter shall also be with the COMMUNITY its successors and assigns. The COMMUNITY agrees to maintain the Storm Shelter constructed at a level equal to that of other areas of the COMMUNITY and use the Storm Shelter exclusively as Storm Shelter until the expiration of this contract as stated in paragraph FOURTH. Failure to utilize the Storm Shelter exclusively as Storm Shelter will be an automatic breach of this agreement and the COMMUNITY shall reimburse the COUNTY for all improvement costs. This stipulation is to expire upon the termination of this contract as stated in paragraph FOURTH.

SIXTH: The COMMUNITY gives assurance that no person shall be excluded from participation in or denied the benefits of this project, on the ground of race, color, religion, sex, national origin, age, disability or veteran status.

SEVENTH: The Community will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status pursuant to the provisions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 1981, 1983, 1986 and all amendments thereto relative to discriminatory employment practices. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

EIGHTH: The COMMUNITY agrees to indemnify, hold harmless, and defend the COUNTY, from and against any and all liability from loss, damage or expenses which the COUNTY, may suffer or for which the COUNTY may be held liable by reason of injury, including death, to any person or damage to any property arising out of or in any manner connected with the operations to be performed by the COMMUNITY under this Agreement. Provided, however, this Paragraph EIGHTH shall not be interpreted to require the COMMUNITY to indemnify, hold harmless, and defend the COUNTY from any such injury, damage, or death caused by any negligence or breach of contract of or by the COUNTY.

NINTH: If the Agreement is terminated by the COUNTY as provided herein, the COMMUNITY

shall have no claim of payment or claim of benefit for any project activities undertaken under this Agreement, which according to the original plans and specifications has been dropped or suspended.

TENTH: The COMMUNITY agrees that any and all questions, comments, or other communication, concerning the contractor or the architect, whether written or oral, related to the progress of work, the quality of work, the scope of work, or other aspects of the construction or design phases, will be directed to the COUNTY specifically the Office of Community Services & Workforce Development.

ELEVENTH: The COMMUNITY agrees to abide by 2 CFR Part 200 including, but not limited to any nominal fees received by the COMMUNITY for use of the Park (property) are considered program income and may be retained for maintenance and repairs of the Park (property). The COMMUNITY shall maintain documentation to support income received as well as expenses incurred for use of the Park. However, any significant income that exceeds expenses will be returned to the COUNTY.

TWELTH: The COMMUNITY agrees that if there is a change in use of the Park property, the COMMUNITY may retain the property if the COUNTY is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures on non-CDBG funds for acquisition of, and construction of, the property.

THIRTEENTH: Insurance

Property Insurance

The COMMUNITY must ensure property insurance is carried throughout the term of the Project as specified in paragraph FOURTH and all renovations for the full replacement value.

The COMMUNITY's insurance policy must be endorsed to include the COUNTY as a loss payee. The COMMUNITY insurance policy cannot be cancelled without (30) days prior written notice given to the COUNTY.

The COMMUNITY is responsible for all policy premiums and deductibles.

The COMMUNITY shall furnish the COUNTY with a certificate of insurance as required by this Agreement. A person authorized by the insurer to bind coverage on its behalf must sign the certificate.

Liability Insurance

The COMMUNITY shall provide proof of general liability insurance in an amount acceptable to the COUNTY throughout the term of the Project as specified in Paragraph FOURTH. The COUNTY must be listed as an additional insured.

FOURTEENTH: Part II of this Agreement is attached hereto and incorporated by reference into this agreement.

FIFTEENTH, For the duration of this license agreement the COUNTY will provide an annual grant in the amount of \$5,000.00 to COMMUNITY to be used for the insurance, maintenance, utilities, and upkeep of the facility. Any and all unexpended funds should be retained in reserve extraordinary

expenses and future maintenance needs. In order to receive the aforementioned grant funds, the LICENSEE must remain in good standing and provide documentation of the expenditure of the prior year's funding and the accounting of any funds held in reserve for future maintenance needs.

Notice shall be address to and received by the parties below:

OWNER:	Jefferson County Commission County Manager 716 Richard Arrington Jr. Blvd N Birmingham, Alabama 35203 205-731-2880	Community Serv & Workforce Dev Grants Administrator 716 Richard Arrington Jr. Blvd N A430, Birmingham, Alabama 35203 205-325-5761
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LICENSEE: GLENNWOOD FIRE DISTRICT
Address 1830 Glenwood Road
Address Morris, AL 35116
Phone Number 205-680-3356

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly-authorized officials, this agreement on the date written above.

ATTEST: JEFFERSON COUNTY, ALABAMA

BY: _____
James A. Stephens, President
Jefferson County Commission

ATTEST: GLENNWOOD FIRE DISTRICT

BY: Jeff Loggins
Name Jeff Loggins
Title VP BOARD
DUNS # _____

PART II: TERMS AND CONDITIONS

1. Federal Regulations

The Project construction is subject to all applicable Federal laws and regulations.

2. Provisions of Law, Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

3. Definitions

As used herein the following words and terms shall have the meanings hereby ascribed to them:

- (a) "Area" means the jurisdictional limits of Jefferson County, Alabama.
- (b) "Consortium" means the group of municipalities which have entered into a cooperation agreement with Jefferson County Commission for the Community Development Block Grant Program.
- (c) "County" means Jefferson County, Alabama.
- (d) "Community" means a community, or public agency entering into the Contract, or Agreement with Jefferson County, Alabama, to do such work as specified within Part I of said Contract or Agreement.
- (e) "Government" means the Federal government of the United States of America.
- (f) "HUD" or "the Department" means the U.S. Department of Housing and Urban Development.
- (g) "Project" means a collection of work elements and activities to be undertaken as a part of the Program as set forth in Part I of this Contract or agreement.
- (h) Where the Project is to be carried out for an identified Neighborhood Strategy Area, Neighborhood Revitalization Area, or a Neighborhood Rehabilitation Area, "Project Area" shall be the boundaries of that area as defined by the County and included in its Statement of Objectives and Projected Use of Funds.

Where the Project is to be carried out for an entire municipality, "Project Area" means the corporate limits to the municipality. For other projects not fitting the above categories, "Project Area" means the specific census tract or census tracts within which said Project is located.

- (i) "Program" means the Jefferson County Community Development Program operated under the provisions of the U.S. Department of Housing and Urban Development regulations and the Housing and Community Development Act of 1974, as amended.
- (j) "The Secretary" means the office of the Secretary of the U.S. Department of Housing and Urban Development.
- (k) "Subcontractor" means the person, firm or corporation entering into a subcontract with the COMMUNITY to perform wholly or in part such work as specified in said subcontract.

4. Suspension of Work

Should the County be prevented or enjoined from proceeding with work either before or after the start of construction by reason of litigation or other reason beyond the control of the County, the COMMUNITY shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of work will be extended to such reasonable time as the County may determine will compensate for time lost by such delay, with such determination to be set forth in writing.

5. Compliance with Section 3 of the Housing and Urban Development Act of 1968.

Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the Project Area and contracts for work in connection with the projects be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the Project.

A. The COMMUNITY shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as a Section 3 clause):

- (a) The work to be performed under this Agreement is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part

135, which implement section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

- (c) The COMMUNITY agrees to send to each labor organization or representative of workers with which the COMMUNITY has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the COMMUNITY's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The COMMUNITY agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontract is in violation of the regulations in 24 CFR part 135. The COMMUNITY will not subcontract with any subcontractor where the COMMUNITY has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- (e) The COMMUNITY will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the COMMUNITY's obligations under 24 CFR part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- (g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

6. Discrimination Prohibited

(a) No person in the United States shall, on the ground of race, color, religion, sex or national origin, be excluded from participation in, be denied the benefits of or be otherwise subject to discrimination under any program or activity made possible by or resulting from this contract. The COMMUNITY will comply with all requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964. Should any real property or structure thereon be provided or improved with the aid of Federal financial assistance extended to the contractor, this paragraph shall be binding for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.

(b) The COMMUNITY shall administer all programs, responsibilities and activities relating to housing and community development in a manner to affirmatively further fair housing, so as to comply with Title VIII of the Civil Rights Act of 1968, Section 109 of the Housing and Community Development Act of 1974 and HUD Regulations issued pursuant thereto at 24CFR570.601, and Executive Order 11063, which governs equal opportunity in housing.

(c) The COMMUNITY shall maintain racial, ethnic, and gender data showing the extent to which these categories of persons have participated in or benefited from activities funded under this agreement.

(d) The COMMUNITY certifies and covenants that it does not nor will not maintain or provide for any segregated facility under its control, and that it does not nor will not permit any of its employees to perform their services at any location under its control where segregated facilities are maintained. As used in this paragraph, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time-clocks, locker rooms and other storage or dressing areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

7. Maintenance of Effort (Generally Applicable to Public Agencies)

Payment by the County shall be conditioned upon the maintenance during the period of this agreement by the Community of a level of aggregate expenditures for activities similar to those being paid under this contract, which is not less than the level of aggregate expenditures for such activities prior to the execution of this Contract.

8. Control of Assets

The COMMUNITY shall maintain effective control over and accountability for all property and other assets that are provided for by this agreement. The COMMUNITY shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.

Financial Management and Reporting:

The COMMUNITY hereby certifies that it will comply with the regulations, policies, guidelines and requirements of Federal Management Circular A-87 and "Common Rule" 24 CRF Part 85.

9. Procurement Standards

(a) The COMMUNITY shall maintain a code of standards of conduct which shall govern the performance of its officers, employees, or agent in contracting. Local government officials, employees or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Contractors or potential Contractors.

(b) All procurement transactions regardless of whether negotiated or advertised and without regard to dollar value shall be conducted in a manner so as to provide maximum open and free competition.

10. Retention of Records

All records maintained by the COMMUNITY that pertain to this agreement shall be retained for a period of five years after final settlement or such longer period as the County or the U.S. Department of Housing and Urban Development may require in specific cases.

11. Reports and Information

The COMMUNITY, at such times as the County may require, shall furnish such statements, records, data and information, as may be requested pertaining to matters covered by this agreement.

12. Audit Requirements

At any time during normal business hours and as often as the County, HUD, the Comptroller General of the United States, or any of their duly authorized representatives deem necessary, they shall have access to all accounts, records, reports, files and other papers or property of the COMMUNITY pertaining to funds provided under this Contract for the purpose of making surveys, inspections, audits, examinations, excerpts and transcripts.

13. Flood Insurance

(a) This Contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234) and the National Flood Insurance Act of 1968, as amended (42 USC 4001), et. seq. The County is participating in the National Flood Insurance Program; therefore, contracts for acquisition, clearance, construction or other purposes, as defined in

Section 3(a) of P.O. 93-234, in areas identified by the Secretary as having special flood hazards are subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said public law. The COMMUNITY'S responsibilities for evaluation of flood hazards are provided in Executive Order 11296.

(b) Every contract or subcontract for the sale, lease or other transfer of land acquired, cleared or improved in whole or in part with Community Development Block Grant funds, shall contain, if such land is located in an area having special flood hazards, the flood provisions:

- (1) The transferee and its successors, or assigns, are hereby obligated to obtain and maintain, during the ownership of land acquired, cleared or improved under this Contract, now and at some date in the future, such flood insurance as required with respect to Federal financial assistance for acquisition or construction purposes under Section 102 (a) of the Flood Disaster Protection Act of 1973.
- (2) The obligation shall be binding on the transferee and its successors, or assigns, notwithstanding the fact that the construction, rehabilitation or other Storm Shelter on the land is not itself funded with assistance under the Community Development Block Grant Program or under this Contract.

14. Interest of Public Officials and Kick-Backs

(a) Interest of a Member of or Delegate to Congress

No member of or delegate to the Congress of the United States of America or resident commissioner shall be admitted to any share or part of this Contract or to any benefits which may arise therefrom.

(b) Interest of Members of the Local Government

No member, officer, or employee of the County or the COMMUNITY or its designees or agents, no member of the governing body of the County or the COMMUNITY, and no other public official of the County or the COMMUNITY who exercises any functions or responsibilities with respect to the Program and Projects during his tenure or for one year thereafter shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Jefferson County Community Development Program.

(c) Interest of Contractor and Employees

The COMMUNITY covenants that no person who presently exercises any functions or responsibilities in connection with the project, has any personal financial interest, direct or indirect, in this Contract. The COMMUNITY further covenants that they presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. The COMMUNITY further covenants that in the performance of this Contract no

person having any conflicting interest shall be employed. Any interest on the part of the COMMUNITY or his employees must be disclosed to the County. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by low income residents of the area.

(d) Provisions of the Hatch Act

Neither the funds provided by this Contract nor the personnel employed in the administration of the agreed upon work shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, U.S. Code.

- (e) The COMMUNITY agrees to incorporate in full the provision of paragraphs (a) through (e) of this section in every contract or subcontract for construction, rehabilitation, supplies and professional services which is in any way entered into with respect to this Contract.

15. Prohibition Against Payments of Bonus or Commission

Funds provided under this Contract shall not be used in the payment of any bonus or commission for the purpose of obtaining from the County or the U.S. Department of Housing and Urban Development of this or future contracts, or any other approval or concurrence of said agencies that may be required under this Contract, Title I of the Housing and Community Development Act of 1974, or the Department regulations with respect thereto; provided, however, that reasonable fees or bona fide technical consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as Contract costs.

16. Subcontract Approval

The COMMUNITY shall submit for the County's review and approval, a copy of all contracts and subcontracts the COMMUNITY may desire to let for any portion of the work set forth and required by this Contract. The County shall have the right to approve or disapprove of said contracts or proposed Subcontractors where the County deems that they are not in compliance with the intent of provisions made by this Contract or other Program policies, regulations, guidelines and requirements. The COMMUNITY agrees that the County shall approve of said Contract or Subcontracts prior to the execution of the contract or subcontract document, and that said document will contain an appropriate space for the County to acknowledge its approval. Any objection shall be expressed in writing by the County within ten (10) days after receipt.

17. Acquisition and Relocation

- (a) In acquiring real property in connection with the Community Development Block Grant Program, the COMMUNITY will be guided to the extent permitted under State law, by the real property acquisition policies set out under Section 301, of the Uniform Relocation Assistance and Real Property Acquisition Policies Act, the provisions of Section 302 thereof, and HUD Regulations issued pursuant thereto at 24 CFR 42, Sub-part D.

(b) The COMMUNITY will provide fair and reasonable relocation payments, assistance and services in accordance with Sections 202 through 205 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act, Sub-parts B and C of 24 CFR 42, and HUD Handbook 1371.1 (revised), to or for families, individuals, partnerships, corporations or associations displaced as a result of any acquisition of real property assisted under the project.

18. Assignability

The COMMUNITY shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment, or novation), without the prior written consent of the County thereto.

19. Regulations Pursuant to so-called "Anti-Kickback Act"

The COMMUNITY shall comply with the applicable regulations herein incorporated by reference of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948: 62 Stat. 862; Title 40 U.S.C., Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required by Subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

20. Copyrights

If this agreement results in a book or other copyrightable materials, the author is free to copyright the work, but the federal grantor and the commission reserve a royalty-free nonexclusive and irrevocable license to reproduce, publish or otherwise use and authorize the use of all copyrighted material and all material which can be copyrighted resulting from the agreement.

21. Discovery and Invention

Any discovery or invention arising out of or developed in the course of work aided by the agreement shall be promptly and fully reported to the commission and if applicable, to the administrator of the federal grantor agency for determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including right under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

22. Energy Efficiency

The COMMUNITY shall know and follow the mandatory standards and policies relating to

energy efficiency which are contained in the State of Alabama's Energy Conservation Plan and Conservation Act (Pub.L.94-163).

23. Termination of Agreement

Termination of Agreement for Cause – If through any cause, the COMMUNITY shall fail to fulfill in timely and proper manner his obligations under this Agreement or if the COMMUNITY shall violate any of the covenants, agreements, or stipulations of this Agreement, the COUNTY shall thereupon have the right to terminate or suspend this Agreement by giving written notice to the COMMUNITY of such termination or suspension and specifying the effective date thereof, at least thirty (30) days before such effective date.

Notwithstanding the above, the COMMUNITY shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Agreement by the COMMUNITY and the COUNTY may withhold any payments to the COMMUNITY for the purpose of set off until such time as the exact amount of damage due the COUNTY from the COMMUNITY is determined.

Termination for Convenience – Upon seven days written notice to the COMMUNITY, COUNTY may, without cause and without prejudice to any other right or remedy of COUNTY, elect to terminate this Agreement. In such case, the consultants/contractor shall be paid (without duplication of any items):

For completed and acceptable work executed in accordance with this Agreement prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such work;

For expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Agreement in connection with uncompleted work, plus fair and reasonable sums of overhead and profit on such expenses; and for reasonable expenses directly attributable to termination.

COMMUNITY shall not be paid on account of loss of anticipated profits or revenue other economic loss arising out of or resulting from such termination.

24. ADMINISTRATIVE ORDER OF THE JEFFERSON COUNTY COMMISSION

08-4

PURSUANT to the authority vested in the Jefferson County Commission by law, the following Administrative Order is hereby issued:

PURPOSE

To give notice to potential contractors that Jefferson County is an equal opportunity employer in accordance with Title VII, Civil Rights Act of 1964, 42 U.S.C. §§ 1981, 1983, 1986 and amendments, and it is the policy of Jefferson County to require contractors, vendors and suppliers (hereinafter "Contractor") providing goods and services to the County to afford equal opportunity for employment to all individuals regardless of race, color, sex, age, religion, national origin, disability or veteran status.

I. PROCEDURE

The clause set forth below which requires Contractor compliance with federal law shall be incorporated in each bid or offer to do business with the County and in all contracts and subcontracts with the County as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status pursuant to the provisions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 1981, 1983, 1986 and all amendments thereto relative to discriminatory employment practices. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

2. In the event of the Contractor's non-compliance with the equal employment opportunity clause of this contract, this contract may not be awarded or may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further County contracts.

3. The Contractor will include the provisions of paragraph (1) in every subcontract or purchase order.

4. The Contractor shall certify to the County its compliance with this policy prior to receipt of any contract or business with the County.

JEFFERSON COUNTY, ALABAMA
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION FORM

Contractor/Vendor Name: Glennwood Fire District

Address: 1830 Glennwood Rd
Morris, AL 35116

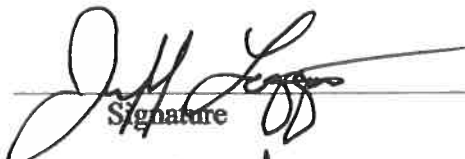
The Contractor acknowledges receipt of Jefferson County's Equal Employment Opportunity Contractor Compliance Administrative Order (attached hereto) and certifies that it is an equal opportunity employer and agrees to the requirements of the Policy and the Equal Employment Opportunity Clause therein. It further certifies that it will require all subcontractors to execute an Equal Employment Opportunity statement and certification of compliance.

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex national origin, age, disability or veteran status. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The Contractor will furnish to the County, upon request, reports, notices, policies and/or information certifying compliance with this policy.

In the event of the Contractor's non-compliance with the equal employment opportunity clause of this contract, this contract may not be awarded or may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further County contracts.

4/26/2021
 Date


 Signature
VP Board
 Title

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, be and hereby is authorized, empowered, and directed to execute this Cooperation Agreement between Jefferson County, Alabama and Glennwood Fire District for the construction of a storm shelter. The project is funded by the General Fund allocation for storm shelters.

ADOPTED:

GLENNWOOD GENERAL FUND STORM SHELTER

Resolution to execute Cooperation agreement with Glennwood Fire District.

Funded with General Fund allocation for storm shelters.



Independent Contractor Submission Form

Pursuant to Rule 11.4 of the *Rules and Regulations* of the Personnel Board of Jefferson County, appropriate documentation and a copy of the contract must be provided with the submission of this form. If sufficient information is not received, the Board may request additional documentation, return the contract or recommend denial of the contract. Submission of this form simply allows the Board to begin the Independent Contractor Review process and does not imply that information is all inclusive or that a contract will be approved. Questions should be directed to classandcomp@pbjcal.org. **NOTE:** If a contract is, in accordance with Policy 2015-002 of the Personnel Board, related to the construction of viaducts, bridges, streets, sewers, canals, public building or public utilities, then the contract is exempt from Personnel Board review.

Department Requesting the Contract: Community Services and W

Contractor Name: Glennwood Fire District Contract Amount: \$0.00

Contract Term (in years): Indefinitely Contract Start Date: Upon Execution

Is this a new contract or a renewal? ☒ New ☐ Renewal

If this is a new contract, how many options to renew are included? ☐ 1 ☐ 2 ☐ 3 0 Other

If this is a renewal, on what date was the original contract approved by the Personnel Board? _____

NATURE OF THE CONTRACT

1. In "layman's terms" please provide a brief summary of the contract and the services to be performed. Please include the purpose of the contract, why an independent contractor is needed, and any helpful background information.

The purpose of this agreement between the Glennwood Fire District and Jefferson County is for the the construction of a storm shelter utilizing general funds. The agreement specifies the responsibilities of the City and County. There is no staffing requirement associated with the agreement.

RATIONALE AND SUPPORTING INFORMATION

2. Does this contract contain a staffing component? ☐ Yes ☒ No

(If the contract does not include a staffing component (for example, the contract is to purchase software, and Merit System employees will install the software), then submission of the contract to the Personnel Board for review is not necessary.)

3. Does the staffing component of this contract overlap with work performed by any Merit System job classification(s)?

☐ Yes, but there are extenuating circumstances that must be considered *(please describe them below):*

☒ No *(please clarify below how they are different):*

The purpose of this agreement between the Glennwood Fire District and Jefferson County is for the the construction of a storm shelter utilizing general funds. The agreement specifies the responsibilities of the City and County. There is no staffing requirement associated with the agreement.

4. Please indicate whether the staffing component of the work in this contract is:

☐ Continuous (the work to be performed is expected to continue indefinitely).

☐ Temporary* (the work to be performed *is temporary in nature* has a defined start and end date).

Please note this does not refer to the term of the contract, but to the nature of the work being performed through the contract.

*If "Temporary," please indicate the start and end dates and explain the temporary nature of the work:

5. Regardless of whether the work to be contracted is continuous or temporary, please indicate whether the work is:
- ☐ Consistently performed (regardless of the amount of time needed to perform the work, the work must be performed on a *reasonably regular basis*).
- ☐ Sporadically performed* (*the work is performed on an irregular, intermittent or limited basis as needed*).

*If "Sporadically performed," please describe the sporadic nature of the work:

6. The work/service to be performed under this contract: (indicate most appropriate response)

- ☐ Has not been performed prior to the establishment of this contract.
- ☐ Has been performed previously through other contracts.
- ☐ Has been performed previously by Merit System employees.

7. Is this type of work customarily given by public sector agencies to independent contractors?

- ☐ Yes* ☐ No

*If "Yes," please provide the names of other public sector agencies that contract similar services.

8. Does the work to be performed through the contract require equipment and/or facilities *not currently possessed* by your City/County/Agency?

- ☐ Yes* ☐ No

*If "Yes," please indicate the type of equipment and/or facilities *required and not possessed* to perform the work.

N/A

9. Does you contend that it is more cost effective to provide these services through contract rather than with in-house staff?

- ☐ Yes* ☐ No

*If "Yes," please *attach* the comparison between "in-house costs" and "contract costs" that support this assertion.

Form completed by (name): Nathan Salter Title: Grants Administrator

Email: saltern@jccal.org Phone: 205-325-5761

Jurisdiction (City/County/Agency): Jefferson County

Appointing Authority Signature: _____ Date: _____

JEFFERSON COUNTY
CONTRACT COVER SHEET

Originating Department:	Commission District 3		BID:No		
Department Contact	Jimmie Stephens, Commissioner		Phone Number:		
Contract Info#: 7206	Contract Name/ID: Resolution-Hoover Police Department/7206		Amount: 2400.00		
Date Start: 04/23/21	Contract Type: Expenditure				
Date End: 04/23/22					
CANCELLATION TERMS:					
Funding Sources	Org Code: 40301006	Object: 5200100	Grant Number: D3		
For Expenditures:	Original Budget: 200,000.00	Current Remaining: 9,9600.00	After Execution: 97200.00		
Contractor:	Hoover Police Department				
Remittance Address:	100 Municipal Lane Hoover, AL 35216				
Taxpayer ID#	<Insert Info Here>		Vendor ID# <Insert Info Here>		
Dept Contact Person:	Jessica Hall	Email :	hallje@jccal.org	Phone :	205.325.5555
Contractor Contact Person:	Nicholas Derzis	Email :	Kenneth.Fondion@hoover.gov	Phone :	205.737.7230
Contract Description:	Hoover Police Department				
BID/RFP Number (if item/service was not bid, give detailed explanation)					
Payment Terms:	N/A				

RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama, and the Hoover Police Department in the amount of \$2,400.00, to fulfill their mission statement to protect the lives and property of the citizens of Hoover.

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

COMMUNITY GRANT PROGRAM

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and

WHEREAS, under this Program, the City of Hoover, Alabama, ("Hoover"), applied for a grant of funds for \$2,400.00; and

WHEREAS, Hoover, a municipality located in Jefferson County, Alabama, seeks funding to assist the Hoover Police Department with the purchase of a Vigilant Quick Deploy Camera System; and

WHEREAS, Hoover meets the eligibility requirements of the Program; and

WHEREAS, Commissioner James Stephens has recommended funding of \$2,400.00 to Hoover, and the grant of such funds serves a good and sufficient public purpose; and

WHEREAS, the County Commission has determined that it is in the public interest to provide public funds to assist in the development and promotion of said County resources.

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on April 20, 2022.
2. The County shall pay to Hoover a lump sum payment of \$2,400.00 upon execution of this agreement.
3. Hoover shall use the public funds to assist the Hoover Police Department with the

purchase of a Vigilant Quick Deploy Camera System.

ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.

4. Hoover shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Stephens a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by April 20, 2022, whichever shall occur first.

5. Hoover shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Hoover for a period of not less than three (3) years from termination of the fiscal year set out above.

6. The Hoover representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.

7. The Hoover representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of 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 or employee of any government whatsoever or family member of any of them, including federal, state, county, and municipal and any agency or subsidiary of any such government; and

further certifies that neither Hoover nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, or connived with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this agreement and further certifies that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.

8. Acknowledgement of Funding: If any public recognition is made related to the purpose for which the grant was received, such as in media announcements, marketing materials, advertising, or informational campaigns, grant recipients must acknowledge support from the Jefferson County Commission as a body and not solely the sponsoring Commissioner. Jefferson County should be tagged in all social media mentions regarding County-funded projects and awards.

9. Any violation of this certification shall constitute a breach and default of this agreement which shall be cause for termination. Upon such termination Hoover shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

Date

James A. Stephens, President
Jefferson County Commission

CITY OF HOOVER, ALABAMA

Date

Its:

<Insert Legislation Here>

RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute the Memorandum of Understanding between Jefferson County, the City of Irondale, and HEPLEEDS, LLC, and the Amendment to Easement agreements pertaining to the amendment of certain public road rights-of-way deeds for Old Leeds Road in the City of Irondale, Alabama.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the property damage claim of One Beacon Insurance is hereby denied.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury claim by Loreal Flenor, individually and as the mother of D'majaiih Brown, has been denied.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Kimberly Holder McKenzie is hereby denied.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Nelson Brooke is hereby denied.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the plumber reimbursement claim of Ira Levine is hereby denied.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim by USAA, o/b/o Ashley Vandeford is denied.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim for services performed by Powerhouse Sound in the amount of Forty Nine Thousand Eight Hundred and 00/100 (\$49,800.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby authorized to issue a check made payable to Powerhouse Sound in the amount of \$49,800.00 and forward it to the County Attorney for disbursement.

JEFFERSON COUNTY
CONTRACT COVER SHEET

Originating Department:	County Attorney			BID:No	
Department Contact	Theodore Lawson, County Attorney			Phone Number:	
Contract Info#: 7245	Contract Name/ID: Witt O'Brien's LLC Fourth Amendment to Contract/7245			Amount: \$400,000	
Date Start:	Contract Type: Expenditure				
Date End:					
CANCELLATION TERMS:					
Funding Sources	Org Code: <Insert Here>	Object: <Insert Here>	Grant Number: <Insert Here>		
For Expenditures:	Original Budget: <Insert Here>	Current Remaining: <Insert Here>	After Execution: <Insert Here>		
Contractor:	<Insert Info Here>				
Remittance Address:	<Insert Info Here>				
Taxpayer ID#	<Insert Info Here>			Vendor ID# <Insert Info Here>	
Dept Contact Person:	<Insert Name Here>	Email:	<Insert>	Phone:	<Insert#>
Contractor Contact Person:	<Insert Name Here>	Email:	<Insert>	Phone:	<Insert#>
Contract Description:	<Insert Description Here>				
BID/RFP Number (if item/service was not bid, give detailed explanation)	<Insert Info Here>				
Payment Terms:	<Insert Info Here>				

STATE OF ALABAMA)

)

JEFFERSON COUNTY)

FOURTH AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between the JEFFERSON County Commission (hereinafter called “the County”) and Witt O’Brien’s LLC (hereinafter called “Consultant”). This Amendment will become effective upon approval of the parties as evidenced by their signatures below.

WITNESSETH:

WHEREAS, the County entered into an Emergency Purchasing Agreement with Consultant to provide expert consulting services related to the COVID-19 pandemic on May 21, 2020, M.B. 174 Pgs. 240-241, amended first September 10, 2020, M.B. 174, Pg. 471, amended further on December 3, 2020, M.B. 174, Pgs. 716-717; and amended a third time on April 8, 2021, M.B. 175, Pg 169; and

WHEREAS, the pandemic has caused financial hardship to the County’s residents which threatens their housing security;

WHEREAS, the County and Consultant wish to amend the terms of the consulting agreement.

NOW THEREFORE, in consideration of the above, the parties hereto agree as follows:

Appendix A - Scope of Work:

From this point forward, invoices will be coded as follows:

CRF - For work done in support of or eligible to be reimbursed from the CARES Act Coronavirus Relief Fund allocation.

ERAP 1 - For work done in support of the initial Emergency Rental Assistance Program

ERAP 2 - For work done in support of the second round of Emergency Rental Assistance Program Funding

ARP - For work done in support of or eligible to be reimbursed by the American Rescue Plan Direct County Funding

Appendix B - Compensation

Work done in support of the Emergency Rental Assistance Program 1 shall not be billed in excess of \$400,000.00

DocuSign Envelope ID: 8AB4A0B2-1F6C-407A-AE5D-3BC0EBD48CA2

All other terms and conditions of the original remain the same.

JEFFERSON COUNTY, ALABAMA

Date James A. Stephens, President

WITT O’BRIEN’S LLC:

Date Jonathan Hoyes, Senior Managing Director

RESOLUTION

WHEREAS, the Director of Roads and Transportation has identified the following property to be surplus and of no further use to the County.

WHEREAS, said property to be deemed surplus is identified below.

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that the following assets be deemed surplus and approved for divestment.

Forestdale Park Remnant	PID 21-00-11-1-002-017.002 (Part) 2448 Hackworth Road, Adamsville, AL
-------------------------	--

Washinton Square	PID 11-00-30-3-003-001.000 3616 Deyempert Ave, Trussville, AL.
------------------	---

Certification

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Millie G. Diliberto, Minute Clerk of the Jefferson County Commission, hereby certify that the above and foregoing is a true and correct copy and/or transcript of a resolution duly adopted and approved by the Jefferson County Commission at its regular meeting held on the ____ day of _____, 2021, as same appears and is recorded in Minute Book _____, Page(s) _____ of the Official Minutes and Records of said County Commission.

GIVEN, under my hand and seal of Jefferson County, Alabama this the ____ day of _____, 2021.

Millie G. Diliberto
Minute Clerk
Jefferson County Commission
My Commission Expires: August 20, 2023

JEFFERSON COUNTY COMMISSION AGENDA ACTION FORM

SHORT TITLE

Surplus Real Property Divestment

SUMMARY

Identification and Authorization of Divestment of Certain Surplus County Real Property

Forestdale Park Remnant - Commission District 1 – Lashunda Scales

Washinton Square - Commission District 4 – Joe Knight

FOLLOW UP INSTRUCTIONS

What should be done (if anything)

Return Resolution to Right of Way

Map is attached: Yes/No

Yes

Attachment: Agenda Action Form - Surplus Property Divestment (2021-374 : Surplus Real Property Divestment)

RESOLUTION

WHEREAS, the Director of Roads and Transportation has identified the following property to be surplus and of no further use to the County.

WHEREAS, said property to be deemed surplus is identified below.

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that the following assets be deemed surplus and approved for divestment.

Forestdale Park Remnant	PID 21-00-11-1-002-017.002 (Part) 2448 Hackworth Road, Adamsville, AL
-------------------------	--

Washinton Square	PID 11-00-30-3-003-001.000 3616 Deyempert Ave, Trussville, AL.
------------------	---

Certification

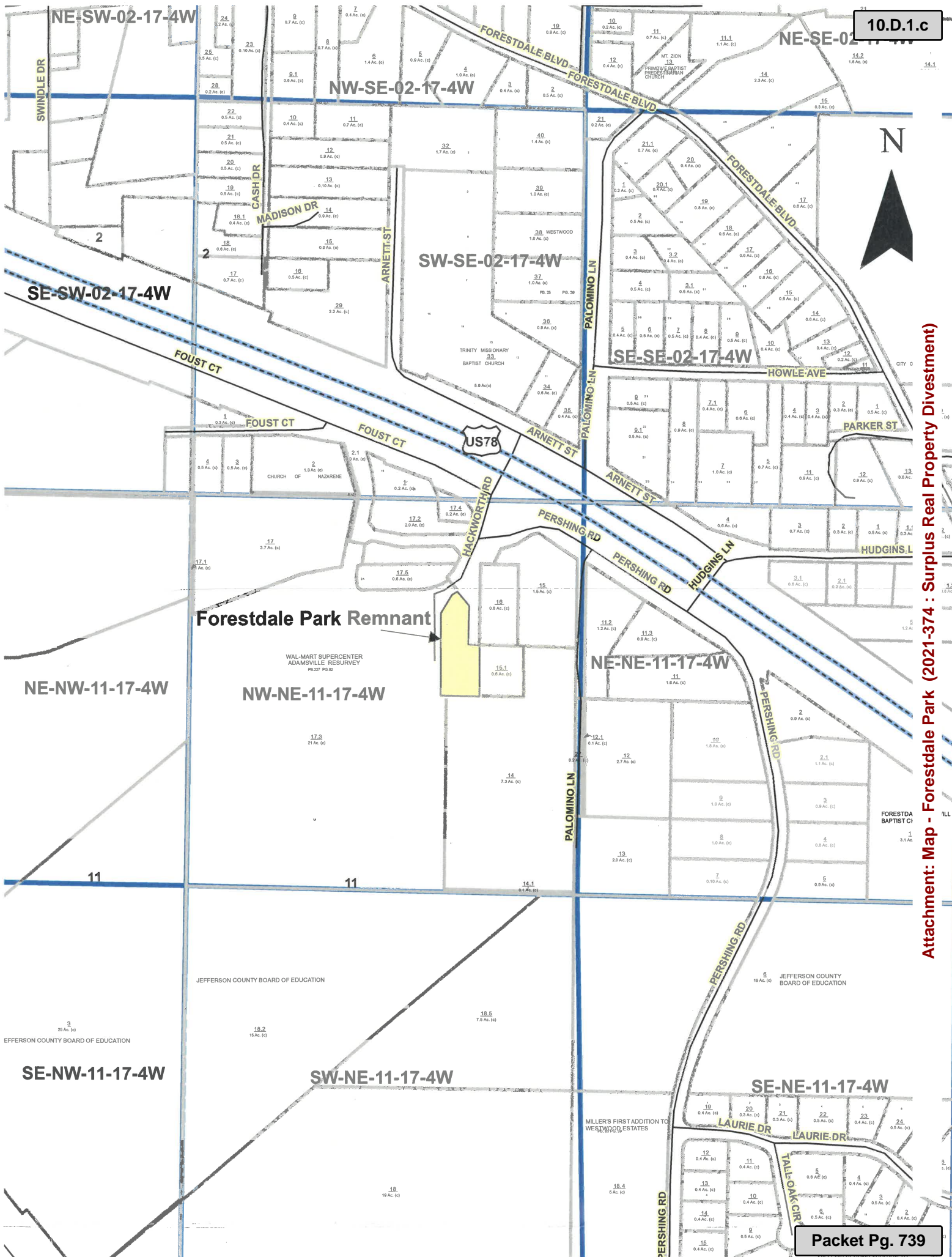
STATE OF ALABAMA)

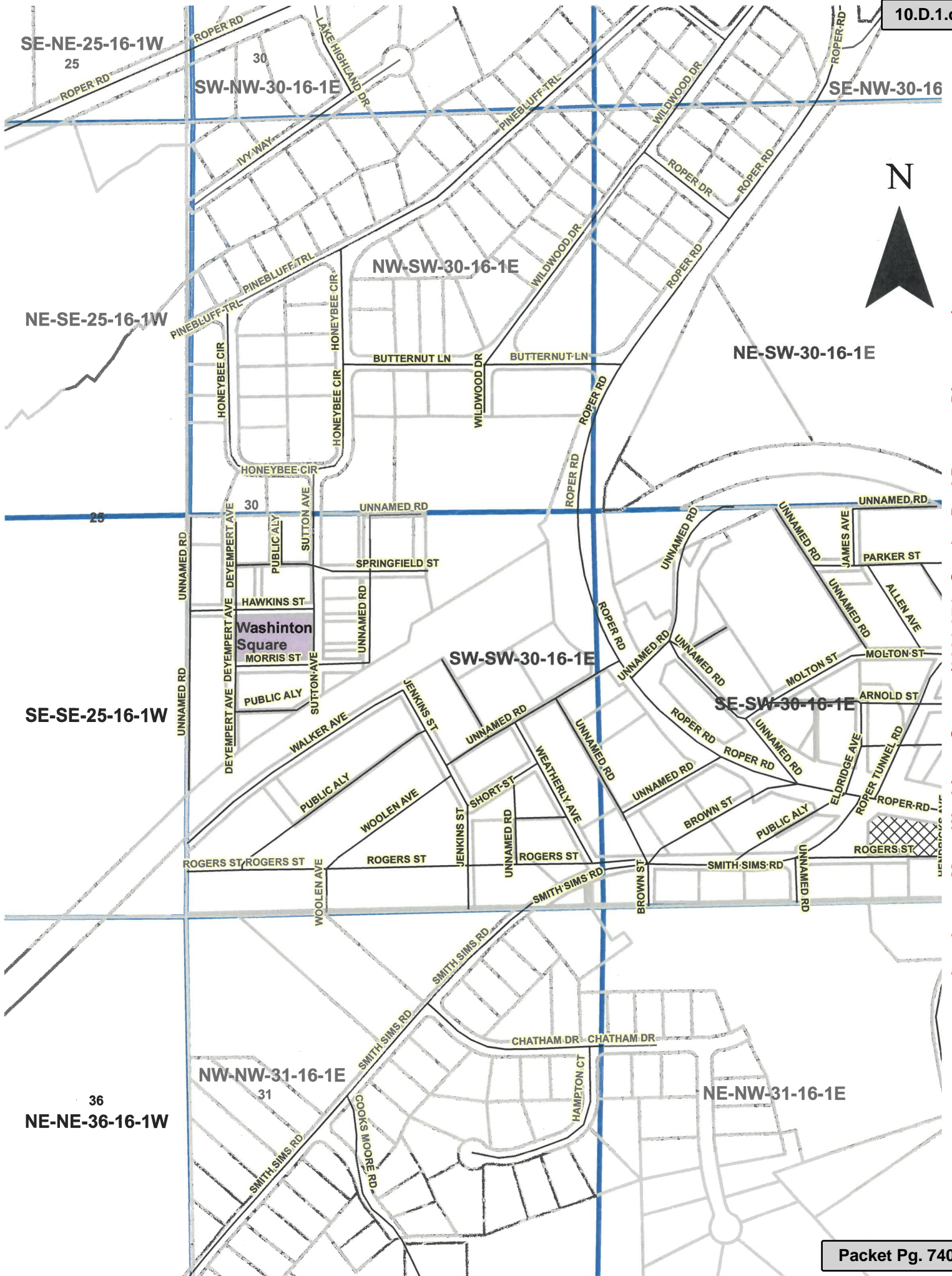
JEFFERSON COUNTY)

I, Millie G. Diliberto, Minute Clerk of the Jefferson County Commission, hereby certify that the above and foregoing is a true and correct copy and/or transcript of a resolution duly adopted and approved by the Jefferson County Commission at its regular meeting held on the ____ day of _____, 2021, as same appears and is recorded in Minute Book _____, Page(s) _____ of the Official Minutes and Records of said County Commission.

GIVEN, under my hand and seal of Jefferson County, Alabama this the ____ day of _____, 2021.

Millie G. Diliberto
Minute Clerk
Jefferson County Commission
My Commission Expires: August 20, 2023





Attachment: Map - Washington Square (2021-374 : Surplus Real Property Divestment)

JEFFERSON COUNTY
CONTRACT COVER SHEET

Originating Department:	Roads and Transportation		BID:No		
Department Contact	Heather Carter, Director		Phone Number: 205-325-5330		
Contract Info#: 7185	Contract Name/ID: City of Pinson - Debris MOU/7185		Amount: 0.00		
Date Start: 04/9/21	Contract Type: No Funds Required				
Date End: 08/31/21					
CANCELLATION TERMS:	NO				
Funding Sources	Org Code: <Insert Here>	Object: <Insert Here>	Grant Number: <Insert Here>		
For Expenditures:	Original Budget: <Insert Here>	Current Remaining: <Insert Here>	After Execution: <Insert Here>		
Contractor:	ROADS AND TRANSPORTATION				
Remittance Address:	<Insert Info Here>				
Taxpayer ID#	<Insert Info Here>		Vendor ID# <Insert Info Here>		
Dept Contact Person:	HEATHER CARTER	Email :	CARTERH@JCCAL.ORG	Phone :	325-5330
Contractor Contact Person:	<Insert Name Here>	Email :	<Insert>	Phone :	<Insert#>
Contract Description:	This is a memorandum of understanding that allows cities within the County to utilize the contract that the Association of County Commissions of Alabama (ACCA) has with a contractor to respond to storm events. Only the Counties are eligible, however, with this MOU in place PRIOR to the event, a city may also take advantage of these services.				
BID/RFP Number (if item/service was not bid, give detailed explanation)	NA				
Payment Terms:	NA				

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
JEFFERSON COUNTY COMMISSION AND THE CITY OF PINSON
REGARDING DEBRIS
REMOVAL AND MONITORING SERVICES**

WHEREAS, Alabama law authorizes counties and municipalities to enter into agreements to provide services to each other under mutually agreed to terms and conditions; and

WHEREAS, following recent natural disasters in Alabama, all counties have entered into regional pre-event debris removal and monitoring services contracts to have available for each county in the event of a disaster within one or more counties necessitating the need for debris removal; and

WHEREAS, the Invitation to Bid for these regional pre-event contracts included a provision to require the successful bidder to provide services within the jurisdictional limits of a municipality within an activating county if the county and the municipality had entered into a memorandum of understanding allowing the activating county to assume responsibility for debris removal and/or monitoring services on municipal property within the jurisdictional limits of the municipality; and

WHEREAS, these regional county contracts provide that services may be performed within the jurisdictional limits of a municipality within an activating county at the direction of the county if, prior to the disaster warranting the need for debris removal and/or monitoring services, the county and the municipality have entered into a written memorandum of understanding for the removal of disaster-related debris from municipal property on behalf of the municipality; and

WHEREAS, Jefferson County is a party to the **Region 6** county contracts for debris removal and monitoring services, which contracts provide for debris removal and monitoring services to be provided to the county upon activation under procedures set out in such contracts; and

WHEREAS, the City of Pinson is not properly equipped to effectively perform debris removal operations in the event of a disaster within its jurisdictional limits, and as such, the county and municipality find it to be in their mutual best interests and to the benefit of the citizens they represent to enter into this memorandum of understanding to allow the county to have debris removal services performed on the municipal

property within the jurisdictional limits of the municipality pursuant to the county regional contract for debris removal services and, if necessary, to have such debris removal monitored pursuant to the county regional contract for monitoring services; and

WHEREAS, both the Jefferson County Commission and the Pinson City Council have adopted resolutions agreeing to enter into this memorandum of understanding between the Jefferson County Commission and the City of Pinson, which resolutions are attached hereto and incorporated by reference; and

WHEREAS, the Jefferson County Commission and the City of Pinson, as evidenced by the above referenced resolutions, also agree to the following terms and conditions:

1. That this memorandum of understanding shall only apply in the event that, following a disaster necessitating debris removal and/or monitoring services, the county has activated the Region 6 contract for debris removal and/or monitoring services pursuant to procedures set out in said contract.
2. That in the event the municipality desires that the county have debris removal and/or monitoring services performed on municipal property within its municipal jurisdictional limits pursuant to this memorandum of understanding, the mayor or other municipal official designated in writing by the Pinson City Council shall send written notice to the county within five calendar days of a disaster necessitating the removal of debris that the municipality desires to have the county perform such services under the terms and conditions set out in the county regional contracts.
3. That, upon receipt of such request, the county determines that it can provide those services within the jurisdictional limits of the municipality pursuant to the county regional debris removal and/or monitoring services contracts.
4. That the debris removal and/or monitoring services provided to the municipality shall be limited to available contract personnel and equipment not required to meet the needs of the county, and that the judgment of the Jefferson County Commission or its designee shall be final as to the personnel and equipment so available and as to the time of providing such services.
5. That the county shall only provide services within the jurisdictional limits of the municipality that are provided for in the regional county debris removal and

monitoring services contracts as set out in **Exhibit A** of the contracts, which are attached hereto and incorporated by reference.

6. That the City of Pinson shall cooperate with county and contract personnel as necessary to ensure proper management and administration of the removal of debris within the jurisdictional limits of the municipality pursuant to the regional county contracts for debris removal and/or monitoring services, which cooperation shall include, but not be limited to, allowing county personnel and their contractors access as necessary to perform debris removal and/or monitoring services as determined necessary and appropriate by county personnel and assisting as necessary to provide documentation required under the county regional joint debris removal and/or monitoring services contracts.

7. That the municipality understands that monitoring of the debris removal may be necessary and agrees to cooperate with all debris removal monitoring services conducted within its jurisdictional limits pursuant to the county regional monitoring services contract or as otherwise provided by the county.

8. That there shall be no debris removal and/or monitoring services performed on private property under this memorandum of understanding and that only services authorized under the regional county contracts as determined by the Jefferson County Commission or its designated county personnel shall be provided.

9. That the county may suspend or terminate the removal of debris and/or monitoring services within the jurisdictional limits of the municipality as it deems appropriate or necessary due to (a) conditions within the county; (b) issues related to the regional county contracts for debris removal and/or monitoring; (c) lack of cooperation from municipal officials and/or employees; or (d) other reasons as warranted in the discretion of the county.

10. That by entering into this memorandum of understanding, the county assumes no liability for damages to any property of the municipality or any citizens of the municipality resulting from the debris removal or monitoring services conducted by the debris removal or monitoring services contractor. Additionally, the undersigned municipality shall indemnify and hold harmless Jefferson County, its officials, employees, and agents for any damage of any type whatsoever to the municipality's property or to personal property and fixtures situated thereon, or for bodily injury or death to persons on the municipality's property, and hereby releases, discharges and waives any and all actions, either legal or equitable, which the undersigned municipality has, or ever might or may have, by reason of any action of the county

and its county officials, employees or debris removal or monitoring services contractors and any action they have taken to accomplish the aforementioned purpose.

11. The municipality shall reimburse the Jefferson County Commission for any and all expenses incurred by the county for the removal of debris within the jurisdictional limits of the municipality and/or for monitoring services related to the debris removal pursuant to the reimbursement schedule presented to the municipality by the county at the time the municipality submits its request for services as provided in this memorandum of understanding;

12. That the municipality's failure to timely reimburse the county pursuant to the reimbursement schedule presented to the municipality by the county shall be deemed a breach of this memorandum of understanding which shall result in termination of this agreement and any other remedies available to the county under the law.

13. That in the event the county receives reimbursement for any or all of its costs related to debris removal and/or monitoring services performed within the municipality's jurisdictional limits from any government or other source or sources, the county shall pay the municipality its pro rata share of such reimbursement within thirty days of receipt by the county provided the municipality has paid in full its portion of the cost of debris removal

and/or monitoring services pursuant to the requirements set out in paragraph 11 above. However, if at any time after the county has been reimbursed from any source and has reimbursed the municipality in accordance with this paragraph, it is determined that the debris removal and/or monitoring services were not performed in accordance with such source or sources' debris removal and/or monitoring services laws, rules, regulations or guidance, the municipality shall promptly reimburse the County within 15 days the amount of the reduction of the county's reimbursement from such source related to the debris removal and/or monitoring services performed within the municipalities jurisdictional limits.

14. That this agreement only applies in the event the county has activated the regional county contract for debris removal and/or monitoring services and that the county shall not be obligated to provide debris removal and/or monitoring services on municipal property within the jurisdictional limits of the municipality except as specifically provided herein.

15.



Mayor, City of Pinson

That, *except as provided in paragraph 11*, this memorandum of understanding shall be in full force and effect from the date of execution and shall automatically renew provided the Region 6 county contract for debris removal and monitoring contracts are renewed and shall ultimately terminate on ***October 31, 2021***, unless this agreement is terminated as detailed above. The municipality may also request termination of this memorandum of understanding at any time by written request to the Jefferson County Commission.

Clerk

Notary Seal

President, Jefferson County Commission

Minute Clerk

Notary Seal

CITY COUNCIL OF THE CITY OF PINSON,

ALABAMA RESOLUTION NO. 21-09

**A RESOLUTION AUTHORIZING THE
MAYOR TO EXECUTE A CATASTROPHIC
DEBRIS MOU WITH JEFFERSON COUNTY**

WHEREAS, The Pinson City Council has determined that the renewal of the Emergency Catastrophic Debris Removal agreement with Jefferson County is in the best

interest of the City of Pinson to prepare for storm events and allow for the prompt and lawful removal of debris,


BE IT RESOLVED by the City Council of the City of Pinson, Alabama, while in special session on the 1st day of April, at 7:00 p.m. as follows:

Section 1. That the Mayor is hereby authorized to execute the attached contract renewal with Jefferson County for emergency debris removal with Jefferson County.

Section 2. The Mayor is authorized to execute and fulfill any other item to comply with the intent of the resolution.

ADOPTED AND-APPROVED THIS THE 1st DAY OF April, 2021


JOE

G, 

ATTEST


COCHRAN, MAYOR

I, Marie Turner, City Clerk

Marie Turner, City Clerk

CERTIFICATION OF CITY CLERK/TREASURER

STATE OF ALABAMA

JEFFERSON COUNTY

I, Marie Turner, City Clerk/Treasurer of the City of Pinson, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Pinson Alabama, on the 1st day of April, 2021.

Witness my hand and seal of office this 1st day of April, 2021.

Arie Turner,



Independent Contractor Submission Form

Pursuant to Rule 11.4 of the *Rules and Regulations* of the Personnel Board of Jefferson County, appropriate documentation and a copy of the contract must be provided with the submission of this form. If sufficient information is not received, the Board may request additional documentation, return the contract or recommend denial of the contract. Submission of this form simply allows the Board to begin the Independent Contractor Review process and does not imply that information is all inclusive or that a contract will be approved. Questions should be directed to classandcomp@pbjcal.org. **NOTE:** If a contract is, in accordance with Policy 2015-002 of the Personnel Board, related to the construction of viaducts, bridges, streets, sewers, canals, public building or public utilities, then the contract is exempt from Personnel Board review.

Contractor Name: Determined by the ACCA

Amount of Contract: 0.00

Contract Term (in years): 3 years – ending October 31, 2021

1. Does this contract containing a staffing component/service? ☒ Yes ☐ No*
** If the contract does not include a staffing component (e.g., the contract is for software), then submission of the contract to the Personnel Board for review is not necessary.*
2. Please indicate whether the staffing component of the work in this contract is:
 - ☐ Continuous (i.e., the work being performed is reasonably expected to continue indefinitely).
 - ☒ Temporary* (i.e., the work to be performed is temporary in nature and has a defined start and end date).*Please note this does not refer to the term of the contract, but refers to the nature of the work being performed through the contract.*
***If you indicated "temporary" above, please indicate the start and end date of the work and explain the temporary nature of the work:**
 This will only be used in the event of a natural disaster.
3. Regardless of whether the work to be contracted is continuous or temporary, please indicate whether the work is:
 - ☐ Consistently performed (i.e., regardless of the amount of time needed to perform the work, the work must be performed on a *reasonably regular basis*).
 - ☒ Sporadically performed* (i.e., the work is performed on an irregular, intermittent or limited basis as needed).***If you indicated "sporadically performed" above, please describe the sporadic nature of the work:**
This is an intergovernmental agreement. It would only be used in the case of a disaster that exceeded the city's capacity to handle with their own forces.
4. Does the staffing component of this contract overlap with work performed by any Merit System job class(es)?
☒ Yes ☐ No*
If you indicated "No," in the space below please describe the nature of work:
Merit System Employees within the Roads and Transportation Department would be utilized for debris removal if the disaster happened in unincorporated County and was not large in scale. This MOU would be for debris removal within a specific municipality, outside of the County's jurisdiction, and due to a declared disaster event as proclaimed by the Governor of the State of Alabama. An example would be the storm in 2012 that largely affected Center Point, Clay, and Pinson, but did not affect much of the unincorporated County areas. Those cities could then utilize the designated contractor to remove the debris within their respective municipality.
5. The work/service to be performed under this contract: (indicate most appropriate response)
 - ☒ has not been performed prior to the establishment of this contract.
 - ☒ has been performed previously through other contracts.
 - ☒ has been performed previously by Merit System employees.
6. Is this type of work customarily given by public sector agencies to independent contractors? ☒ Yes* ☐ No

***If you indicated "Yes,"** in the space below please provide the names of other public sector agencies that contract similar services.

After the April 2011 storm, CERES was used by Jefferson County to remove debris. There was too much debris for County forces to handle on their own.

This bid at the State level would allow ANY County in the State to utilize these services in case of a disaster, and it would allow any municipality holding an MOU with the County to use it as well per the terms of the MOU.

7. Does the work to be performed through the contract require equipment and/or facilities not currently possessed by your City/County/Agency? ☒ Yes* ☒ No

***If you indicated "Yes,"** in the space below please indicate the type of facilities or equipment needed to perform the work.

This is a "just-in case" pre-planning for a storm or other disaster to remove debris within a specific municipality. The debris would have to be collected and disposed of. While the County does have the facilities to handle our routine maintenance regarding debris and small storms, we do not have the capability of taking on debris from a large scale storm event.

8. Does your organization contend that it is more cost effective to provide these services through contract rather than with in-house staff? ☒ Yes* ☒ No

***If you indicated "Yes,"** please attach documentation outlining the in-house and contract costs to support this assertion.

Form completed by (name): Tracy Pate

Title: Deputy Director

Email: patet@jccal.org

Phone: 205-325-5141

Jurisdiction (City/County/Agency): Jefferson County Commission

Date: 10/31/2018

Answer from Question #8

It depends on the magnitude of the disaster. In the case of the 2011 storm, every available person in the Department worked on the storm in some capacity in addition to the debris removal services provided by CERES. The disposal of the debris would require land to stage the debris, machinery to condense or grind the debris, and a place to ultimately dispose of the debris.

JEFFERSON COUNTY COMMISSION AGENDA ACTION FORM

SHORT TITLE

MOU for Debris Services

SUMMARY

This is a memorandum of understanding that allows cities within the County to utilize the contract that the Association of County Commissions of Alabama (ACCA) has with a contractor to respond to storm events. Only the Counties are eligible, however, with this MOU in place PRIOR to the event, a city may also take advantage of these services.

FOLLOW UP INSTRUCTIONS *What should be done (if anything)*

This MOU is only good for the term of the contract with the ACCA, therefore, while it is renewable each year, it will ultimately terminate on October 31, 2021. R&T needs a copy for our files in case of an event.

Map is attached: NO

Attachment: Action Form Debris MOU (2021-375 : City of Pinson - Debris MOU)

CITY COUNCIL OF THE CITY OF PINSON, ALABAMA

RESOLUTION NO. 21-09

A RESOLUTION AUTHORIZING THE MAYOR TO
EXECUTE A CATASTROPHIC DEBRIS MOU WITH
JEFFERSON COUNTY

WHEREAS, The Pinson City Council has determined that the renewal of the Emergency Catastrophic Debris Removal agreement with Jefferson County is in the best interest of the City of Pinson to prepare for storm events and allow for the prompt and lawful removal of debris,

BE IT RESOLVED by the City Council of the City of Pinson, Alabama, while in special session on the 1st day of April, at 7:00 p.m. as follows:

Section 1. That the Mayor is hereby authorized to execute the attached contract renewal with Jefferson County for emergency debris removal with Jefferson County.

Section 2. The Mayor is authorized to execute and fulfill any other item to comply with the intent of the resolution.

ADOPTED AND-APPROVED THIS THE 1st DAY OF April, 2021


JOE COCHRAN, MAYOR

ATTEST.


Marie Turner, City Clerk

Attachment: Pinson -Debris MOU w/Resolution (2021-375 : City of Pinson - Debris MOU)

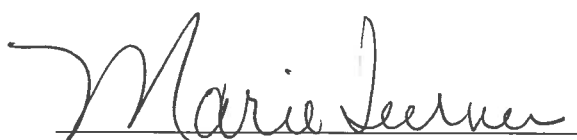
CERTIFICATION OF CITY CLERK/TREASURER

STATE OF ALABAMA

JEFFERSON COUNTY

I, Marie Turner, City Clerk/Treasurer of the City of Pinson, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Pinson Alabama, on the 1st day of April, 2021.

Witness my hand and seal of office this 1st day of April, 2021.


Marie Turner, City Clerk/Treasurer

Attachment: Pinson -Debris MOU w/Resolution (2021-375 : City of Pinson - Debris MOU)

MEMORANDUM OF UNDERSTANDING BETWEEN THE JEFFERSON COUNTY COMMISSION AND THE CITY OF PINSON REGARDING DEBRIS REMOVAL AND MONITORING SERVICES

WHEREAS, Alabama law authorizes counties and municipalities to enter into agreements to provide services to each other under mutually agreed to terms and conditions; and

WHEREAS, following recent natural disasters in Alabama, all counties have entered into regional pre-event debris removal and monitoring services contracts to have available for each county in the event of a disaster within one or more counties necessitating the need for debris removal; and

WHEREAS, the Invitation to Bid for these regional pre-event contracts included a provision to require the successful bidder to provide services within the jurisdictional limits of a municipality within an activating county if the county and the municipality had entered into a memorandum of understanding allowing the activating county to assume responsibility for debris removal and/or monitoring services on municipal property within the jurisdictional limits of the municipality; and

WHEREAS, these regional county contracts provide that services may be performed within the jurisdictional limits of a municipality within an activating county at the direction of the county if, prior to the disaster warranting the need for debris removal and/or monitoring services, the county and the municipality have entered into a written memorandum of understanding for the removal of disaster-related debris from municipal property on behalf of the municipality; and

WHEREAS, Jefferson County is a party to the **Region 6** county contracts for debris removal and monitoring services, which contracts provide for debris removal and monitoring services to be provided to the county upon activation under procedures set out in such contracts; and

WHEREAS, the City of Pinson is not properly equipped to effectively perform debris removal operations in the event of a disaster within its jurisdictional limits, and as such, the county and municipality find it to be in their mutual best interests and to the benefit of the citizens they represent to enter into this memorandum of understanding to allow the county to have debris removal services performed on the municipal property within the jurisdictional limits of the municipality pursuant to the county regional contract for debris removal services and, if necessary, to have such debris removal monitored pursuant to the county regional contract for monitoring services; and

WHEREAS, both the Jefferson County Commission and the Pinson City Council have adopted resolutions agreeing to enter into this memorandum of understanding between the Jefferson County Commission and the City of Pinson, which resolutions are attached hereto and

incorporated by reference; and

WHEREAS, the Jefferson County Commission and the City of Pinson, as evidenced by the above referenced resolutions, also agree to the following terms and conditions:

1. That this memorandum of understanding shall only apply in the event that, following a disaster necessitating debris removal and/or monitoring services, the county has activated the Region 6 contract for debris removal and/or monitoring services pursuant to procedures set out in said contract.
2. That in the event the municipality desires that the county have debris removal and/or monitoring services performed on municipal property within its municipal jurisdictional limits pursuant to this memorandum of understanding, the mayor or other municipal official designated in writing by the Pinson City Council shall send written notice to the county within five calendar days of a disaster necessitating the removal of debris that the municipality desires to have the county perform such services under the terms and conditions set out in the county regional contracts.
3. That, upon receipt of such request, the county determines that it can provide those services within the jurisdictional limits of the municipality pursuant to the county regional debris removal and/or monitoring services contracts.
4. That the debris removal and/or monitoring services provided to the municipality shall be limited to available contract personnel and equipment not required to meet the needs of the county, and that the judgment of the Jefferson County Commission or its designee shall be final as to the personnel and equipment so available and as to the time of providing such services.
5. That the county shall only provide services within the jurisdictional limits of the municipality that are provided for in the regional county debris removal and monitoring services contracts as set out in **Exhibit A** of the contracts, which are attached hereto and incorporated by reference.
6. That the City of Pinson shall cooperate with county and contract personnel as necessary to ensure proper management and administration of the removal of debris within the jurisdictional limits of the municipality pursuant to the regional county contracts for debris removal and/or monitoring services, which cooperation shall include, but not be limited to, allowing county personnel and their contractors access as necessary to perform debris removal and/or monitoring services as determined necessary and appropriate by county personnel and assisting as necessary to provide documentation required under the county regional joint debris removal and/or monitoring services contracts.

7. That the municipality understands that monitoring of the debris removal may be necessary and agrees to cooperate with all debris removal monitoring services conducted within its jurisdictional limits pursuant to the county regional monitoring services contract or as otherwise provided by the county.

8. That there shall be no debris removal and/or monitoring services performed on private property under this memorandum of understanding and that only services authorized under the regional county contracts as determined by the Jefferson County Commission or its designated county personnel shall be provided.

9. That the county may suspend or terminate the removal of debris and/or monitoring services within the jurisdictional limits of the municipality as it deems appropriate or necessary due to (a) conditions within the county; (b) issues related to the regional county contracts for debris removal and/or monitoring; (c) lack of cooperation from municipal officials and/or employees; or (d) other reasons as warranted in the discretion of the county.

10. That by entering into this memorandum of understanding, the county assumes no liability for damages to any property of the municipality or any citizens of the municipality resulting from the debris removal or monitoring services conducted by the debris removal or monitoring services contractor. Additionally, the undersigned municipality shall indemnify and hold harmless Jefferson County, its officials, employees, and agents for any damage of any type whatsoever to the municipality's property or to personal property and fixtures situated thereon, or for bodily injury or death to persons on the municipality's property, and hereby releases, discharges and waives any and all actions, either legal or equitable, which the undersigned municipality has, or ever might or may have, by reason of any action of the county and its county officials, employees or debris removal or monitoring services contractors and any action they have taken to accomplish the aforementioned purpose.

11. The municipality shall reimburse the Jefferson County Commission for any and all expenses incurred by the county for the removal of debris within the jurisdictional limits of the municipality and/or for monitoring services related to the debris removal pursuant to the reimbursement schedule presented to the municipality by the county at the time the municipality submits its request for services as provided in this memorandum of understanding;

12. That the municipality's failure to timely reimburse the county pursuant to the reimbursement schedule presented to the municipality by the county shall be deemed a breach of this memorandum of understanding which shall result in termination of this agreement and any other remedies available to the county under the law.

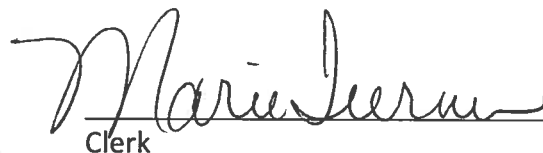
13. That in the event the county receives reimbursement for any or all of its costs related to debris removal and/or monitoring services performed within the municipality's jurisdictional limits from any government or other source or sources, the county shall pay the municipality its pro rata share of such reimbursement within thirty days of receipt by the county provided the municipality has paid in full its portion of the cost of debris removal

and/or monitoring services pursuant to the requirements set out in paragraph 11 above. However, if at any time after the county has been reimbursed from any source and has reimbursed the municipality in accordance with this paragraph, it is determined that the debris removal and/or monitoring services were not performed in accordance with such source or sources' debris removal and/or monitoring services laws, rules, regulations or guidance, the municipality shall promptly reimburse the County within 15 days the amount of the reduction of the county's reimbursement from such source related to the debris removal and/or monitoring services performed within the municipalities jurisdictional limits.

14. That this agreement only applies in the event the county has activated the regional county contract for debris removal and/or monitoring services and that the county shall not be obligated to provide debris removal and/or monitoring services on municipal property within the jurisdictional limits of the municipality except as specifically provided herein.

15. That, *except as provided in paragraph 11*, this memorandum of understanding shall be in full force and effect from the date of execution and shall automatically renew provided the Region 6 county contract for debris removal and monitoring contracts are renewed and shall ultimately terminate on **October 31, 2021**, unless this agreement is terminated as detailed above. The municipality may also request termination of this memorandum of understanding at any time by written request to the Jefferson County Commission.


Mayor, City of Pinson


Clerk

Notary Seal

President, Jefferson County Commission

Minute Clerk

Notary Seal

JEFFERSON COUNTY
CONTRACT COVER SHEET

Originating Department:	Roads and Transportation		BID:No	
Department Contact	Heather Carter, Director		Phone Number: 205-325-5330	
Contract Info#: 7194	Contract Name/ID: Town County Line - Debris MOU/7194		Amount: 0.00	
Date Start: 04/9/21	Contract Type: No Funds Required			
Date End: 08/31/21				
CANCELLATION TERMS:	NO			
Funding Sources	Org Code: <Insert Here>	Object: <Insert Here>	Grant Number: <Insert Here>	
For Expenditures:	Original Budget: <Insert Here>	Current Remaining: <Insert Here>	After Execution: <Insert Here>	
Contractor:	ROADS AND TRANSPORTATION			
Remittance Address:	<Insert Info Here>			
Taxpayer ID#	<Insert Info Here>		Vendor ID# <Insert Info Here>	
Dept Contact Person:	HEATHER CARTER	Email :	CARTERH@JCCAL.ORG	Phone :
				325-5330
Contractor Contact Person:	<Insert Name Here>	Email :	<Insert>	Phone :
				<Insert#>
Contract Description:	This is a memorandum of understanding that allows cities within the County to utilize the contract that the Association of County Commissions of Alabama (ACCA) has with a contractor to respond to storm events. Only the Counties are eligible, however, with this MOU in place PRIOR to the event, a city may also take advantage of these services.			
BID/RFP Number (if item/service was not bid, give detailed explanation)	NA			
Payment Terms:	NA			

STATE
OF
ALABAMA
A
COUNTY
OF
JEFFERS
ON
RESOLU
TION
2021- 001

NOW THEREFORE, BE IT RESOLVED BY THE COUNTY LINE TOWN COUNCIL
that the Mayor be

and hereby is authorized to execute a Memorandum of Understanding between the
Town of County Line, Alabama and Jefferson County Commission, Alabama, for
the purpose of allowing the Town of County Line to participate in **Region 6** county
contracts for debris removal and monitoring services on this the 12th day of April
2021.

APPROVED AND

Arthur E. Self,

D ADOPTED THIS THE 12th DAY OF APRIL 2021.



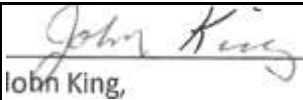
Mayor

Myrtle VanKleeck, Council Member Place 1



Eugene Kiley,
Council Member Place 2

Brenda Thomas Lowe, Council Member Place 3



John King,

Council Member Place 4



Steve Brewer
Council Member Place 5

Sworn to and attested this the 12th day of April, 2021



Lucy Kiley,

My
commission
expires; - -

Town Clerk

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
JEFFERSON COUNTY COMMISSION**

**AND THE TOWN OF COUNTY LINE REGARDING DEBRISREMOVAL
AND MONITORING SERVICES**

WHEREAS, Alabama law authorizes counties and municipalities to enter into agreements to provideservices to each other under mutually agreed to terms and conditions; and

WHEREAS, following recent natural disasters in Alabama, all counties have entered into regional pre event debris removal and monitoring services contracts to have available for each county in the event of a disaster within one or more counties necessitating the need for debris removal; and

WHEREAS, the Invitation to Bid for these regional pre-event contracts included a provision to require the successful bidder to provide services within the jurisdictional limits of a municipality within an activating county if the county and the municipality had entered into a memorandum of understanding allowing the activating county to assume responsibility for debris removal and/or monitoring services on municipal property within the jurisdictional limits of the municipality: and

WHEREAS, these regional county contracts provide that services may be performed within the jurisdictional limits of a municipality within an activating county at the direction of the county if, prior to the disaster warranting the need for debris removal and/or monitoring services, the county and the municipality have entered into a written memorandum of understanding for the removal of disaster related debris from municipal property on behalf of the municipality; and

WHEREAS, Jefferson County is a party to the **Region 6** county contracts for debris removal and monitoring services, which contracts provide for debris removal and monitoring services to be provided to the county upon activation under procedures set out in such contracts; and

WHEREAS, the Town of County Line is not properly equipped to effectively perform debris removal operations in the event of a disaster within its jurisdictional limits, and as such, the county and municipality find it to be in their mutual best interests and to the benefit of the citizens they represent to enter into this memorandum of understanding to allow the county to have debris removal services performed on the municipal property within the jurisdictional limits of the municipality pursuant to the county regional contract for debris removal services and, if necessary, to have such debris removal monitored pursuant to the county regional contract for monitoring services; and

WHEREAS, both the Jefferson County Commission and the County Line City Council have adopted resolutions agreeing to enter into this memorandum of understanding between the Jefferson County Commission and the Town of County Line, which resolutions are attached hereto and incorporated by reference; and

WHEREAS, the Jefferson County Commission and the Town of County Line, as evidenced by the abovereferenced resolutions, also agree to the following terms and conditions:

1. That this memorandum of understanding shall only apply in the event that, following a disaster necessitating debris removal and/or monitoring services, the county has activated the Region 6 contract for debris removal and/or monitoring services pursuant to procedures set out in said contract
2. That in the event the municipality desires that the county have debris removal and/or monitoring services performed on municipal property within its municipal jurisdictional limits pursuant to this memorandum of understanding, the mayor or other municipal official designated in writing by the County Line City Council shall send written notice to the county within five calendar days of a disaster necessitating the removal of debris that the municipality desires to have the county perform such services under the terms and conditions set out in the county regional contracts.
3. That, upon receipt of such request, the county determines that it can provide those services within the jurisdictional limits of the municipality pursuant to the county regional debris removal and/or monitoring services contracts.
4. That the debris removal and/or monitoring services provided to the municipality shall be limited to available contract personnel and equipment not required to meet the needs of the county, and that the judgment of the Jefferson County Commission or its designee shall be final as to the personnel and equipment so available and as to the time of providing such services.
5. That the county shall only provide services within the jurisdictional limits of the municipality that are provided for in the regional county debris removal and monitoring services contracts as set out in **Exhibit A** of the contracts, which are attached hereto and incorporated by reference.

6. That the Town of County Line shall cooperate with county and contract personnel as necessary to ensure proper management and administration of the removal of debris within the jurisdictional limits of the municipality pursuant to the regional county contracts for debris removal and/or monitoring services, which cooperation shall include, but not be limited to, allowing county personnel and their contractors access as necessary to perform debris removal and/or monitoring services as determined necessary and appropriate by county personnel and assisting as necessary to provide documentation required under the county regional joint debris removal and/or monitoring services contracts.
7. That the municipality understands that monitoring of the debris removal may be necessary and agrees to cooperate with all debris removal monitoring services conducted within its jurisdictional limits pursuant to the county regional monitoring services contract or as otherwise provided by the county.
8. That there shall be no debris removal and/or monitoring services performed on private property under this memorandum of understanding and that only services authorized under the regional county contracts as determined by the Jefferson County Commission or its designated county personnel shall be provided.
9. That the county may suspend or terminate the removal of debris and/or monitoring services within the jurisdictional limits of the municipality as it deems appropriate or necessary due to (a) conditions within the county; (b) issues related to the regional county contracts for debris removal and/or monitoring; (c) lack of cooperation from municipal officials and/or employees; or (d) other reasons as warranted in the discretion of the county.
10. That by entering into this memorandum of understanding, the county assumes no liability for damages to any property of the municipality or any citizens of the municipality resulting from the debris removal or monitoring services conducted by the debris removal or monitoring services contractor. Additionally, the undersigned municipality shall indemnify and hold harmless Jefferson County, its officials, employees, and agents for any damage of any type whatsoever to the municipality's property or to personal property and fixtures situated thereon, or for bodily injury or

death to persons on the municipality's property, and hereby releases, discharges and waives any and all actions, either legal or equitable, which the undersigned municipality has, or ever might or may have, by reason of any action of the county and its county officials, employees or debris removal or monitoring services contractors and any action they have taken to accomplish the aforementioned purpose.

11. The municipality shall reimburse the Jefferson County Commission for any and all expenses incurred by the county for the removal of debris within the jurisdictional limits of the municipality and/or for monitoring services related to the debris removal pursuant to the reimbursement schedule presented to the municipality by the county at the time the municipality submits its request for services as provided in this memorandum of understanding;
12. That the municipality's failure to timely reimburse the county pursuant to the reimbursement schedule presented to the municipality by the county shall be deemed a breach of this memorandum of understanding which shall result in termination of this agreement and any other remedies available to the county under the law.
13. That in the event the county receives reimbursement for any or all of its costs related to debris removal and/or monitoring services performed within the municipality's jurisdictional limits from any government or other source or sources, the county shall pay the municipality its pro rata share of such reimbursement within thirty days of receipt by the county provided the municipality has paid in full its portion of the cost of debris removal and/or monitoring services pursuant to the requirements set out in paragraph 11 above. However, if at any time after the county has been reimbursed from any source and has reimbursed the municipality in accordance with this paragraph, it is determined that the debris removal and/or monitoring services were not performed in accordance with such source or sources' debris removal and/or monitoring services laws, rules, regulations or guidance, the municipality shall promptly reimburse the County within 15 days the amount of the reduction of the county's reimbursement from such source related to the debris removal and/or monitoring services performed within the municipalities jurisdictional limits.

14. That this agreement only applies in the event the county has activated the regional county contract for debris removal and/or monitoring services and that the county shall not be obligated to provide debris removal and/or monitoring services on municipal property within the jurisdictional limits of the municipality except as specifically provided herein.
15. That, *except as provided in paragraph 11*, this memorandum of understanding shall be in full force and effect from the date of execution and shall automatically renew provided the Region 6 county contract for debris removal and monitoring contracts are renewed and shall ultimately terminate on **October 31, 2021**, unless this agreement is terminated as detailed above. The municipality may also request termination of this memorandum of understanding at any time by written request to the Jefferson County Commission.



 Mayor, Town of County Line

Clerk _____



 Minute Clerk

Notary Seal

President, Jefferson County Commission

Notary Seal

My commission expires //l> a



Independent Contractor Submission Form

Pursuant to Rule 11.4 of the *Rules and Regulations* of the Personnel Board of Jefferson County, appropriate documentation and a copy of the contract must be provided with the submission of this form. If sufficient information is not received, the Board may request additional documentation, return the contract or recommend denial of the contract. Submission of this form simply allows the Board to begin the Independent Contractor Review process and does not imply that information is all inclusive or that a contract will be approved. Questions should be directed to classandcomp@pbjcal.org. **NOTE:** If a contract is, in accordance with Policy 2015-002 of the Personnel Board, related to the construction of viaducts, bridges, streets, sewers, canals, public building or public utilities, then the contract is exempt from Personnel Board review.

Contractor Name: Determined by the ACCA

Amount of Contract: 0.00

Contract Term (in years): 3 years – ending October 31, 2021

1. Does this contract containing a staffing component/service? ☒ Yes ☐ No*
** If the contract does not include a staffing component (e.g., the contract is for software), then submission of the contract to the Personnel Board for review is not necessary.*
2. Please indicate whether the staffing component of the work in this contract is:
 - ☐ Continuous (i.e., the work being performed is reasonably expected to continue indefinitely).
 - ☒ Temporary* (i.e., the work to be performed is temporary in nature and has a defined start and end date).*Please note this does not refer to the term of the contract, but refers to the nature of the work being performed through the contract.*
***If you indicated "temporary" above**, please indicate the start and end date of the work and explain the temporary nature of the work:
 This will only be used in the event of a natural disaster.
3. Regardless of whether the work to be contracted is continuous or temporary, please indicate whether the work is:
 - ☐ Consistently performed (i.e., regardless of the amount of time needed to perform the work, the work must be performed on a *reasonably regular basis*).
 - ☒ Sporadically performed* (i.e., the work is performed on an irregular, intermittent or limited basis as needed).***If you indicated "sporadically performed" above**, please describe the sporadic nature of the work:
This is an intergovernmental agreement. It would only be used in the case of a disaster that exceeded the city's capacity to handle with their own forces.
4. Does the staffing component of this contract overlap with work performed by any Merit System job class(es)?
☒ Yes ☐ No*
If you indicated "No," in the space below please describe the nature of work:
Merit System Employees within the Roads and Transportation Department would be utilized for debris removal if the disaster happened in unincorporated County and was not large in scale. This MOU would be for debris removal within a specific municipality, outside of the County's jurisdiction, and due to a declared disaster event as proclaimed by the Governor of the State of Alabama. An example would be the storm in 2012 that largely affected Center Point, Clay, and Pinson, but did not affect much of the unincorporated County areas. Those cities could then utilize the designated contractor to remove the debris within their respective municipality.
5. The work/service to be performed under this contract: (indicate most appropriate response)
 - ☒ has not been performed prior to the establishment of this contract.
 - ☒ has been performed previously through other contracts.
 - ☒ has been performed previously by Merit System employees.
6. Is this type of work customarily given by public sector agencies to independent contractors? ☒ Yes* ☐ No

***If you indicated "Yes,"** in the space below please provide the names of other public sector agencies that contract similar services.

After the April 2011 storm, CERES was used by Jefferson County to remove debris. There was too much debris for County forces to handle on their own.

This bid at the State level would allow ANY County in the State to utilize these services in case of a disaster, and it would allow any municipality holding an MOU with the County to use it as well per the terms of the MOU.

7. Does the work to be performed through the contract require equipment and/or facilities not currently possessed by your City/County/Agency? ☒ Yes* ☒ No

***If you indicated "Yes,"** in the space below please indicate the type of facilities or equipment needed to perform the work.

This is a "just-in case" pre-planning for a storm or other disaster to remove debris within a specific municipality. The debris would have to be collected and disposed of. While the County does have the facilities to handle our routine maintenance regarding debris and small storms, we do not have the capability of taking on debris from a large scale storm event.

8. Does your organization contend that it is more cost effective to provide these services through contract rather than with in-house staff? ☒ Yes* ☒ No

***If you indicated "Yes,"** please attach documentation outlining the in-house and contract costs to support this assertion.

Form completed by (name): Tracy Pate

Title: Deputy Director

Email: patet@jccal.org

Phone: 205-325-5141

Jurisdiction (City/County/Agency): Jefferson County Commission

Date: 10/31/2018

Answer from Question #8

It depends on the magnitude of the disaster. In the case of the 2011 storm, every available person in the Department worked on the storm in some capacity in addition to the debris removal services provided by CERES. The disposal of the debris would require land to stage the debris, machinery to condense or grind the debris, and a place to ultimately dispose of the debris.

JEFFERSON COUNTY COMMISSION AGENDA ACTION FORM

SHORT TITLE

MOU for Debris Services

SUMMARY

This is a memorandum of understanding that allows cities within the County to utilize the contract that the Association of County Commissions of Alabama (ACCA) has with a contractor to respond to storm events. Only the Counties are eligible, however, with this MOU in place PRIOR to the event, a city may also take advantage of these services.

FOLLOW UP INSTRUCTIONS *What should be done (if anything)*

This MOU is only good for the term of the contract with the ACCA, therefore, while it is renewable each year, it will ultimately terminate on October 31, 2021. R&T needs a copy for our files in case of an event.


Map is attached: NO

Attachment: Action Form Debris MOU (2021-376 : Town County Line - Debris MOU)

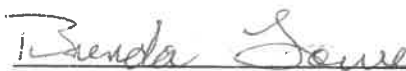
STATE OF ALABAMA
COUNTY OF JEFFERSON
RESOLUTION 2021- 001

NOW THEREFORE, BE IT RESOLVED BY THE COUNTY LINE TOWN COUNCIL that the Mayor be and hereby is authorized to execute a Memorandum of Understanding between the Town of County Line, Alabama and Jefferson County Commission, Alabama, for the purpose of allowing the Town of County Line to participate in **Region 6** county contracts for debris removal and monitoring services on this the 12th day of April 2021.

APPROVED AND ADOPTED THIS THE 12th DAY OF APRIL 2021.



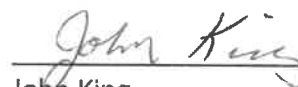
Arthur E. Self,
Mayor



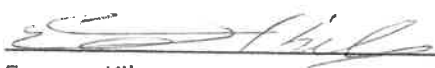
Brenda Thomas Lowe,
Council Member Place 3



Myrtle Van Kleeck,
Council Member Place 1



John King,
Council Member Place 4



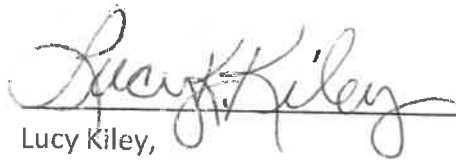
Eugene Kiley,
Council Member Place 2



Steve Brewer
Council Member Place 5

Sworn to and attested this the 12th day of April, 2021

My commission expires 10-23-22



Lucy Kiley,
Town Clerk

Attachment: 20210412 County Line Debris MOU (2021-376 : Town County Line - Debris MOU)

MEMORANDUM OF UNDERSTANDING BETWEEN THE JEFFERSON COUNTY COMMISSION AND THE TOWN OF COUNTY LINE REGARDING DEBRIS REMOVAL AND MONITORING SERVICES

WHEREAS, Alabama law authorizes counties and municipalities to enter into agreements to provide services to each other under mutually agreed to terms and conditions; and

WHEREAS, following recent natural disasters in Alabama, all counties have entered into regional pre-event debris removal and monitoring services contracts to have available for each county in the event of a disaster within one or more counties necessitating the need for debris removal; and

WHEREAS, the Invitation to Bid for these regional pre-event contracts included a provision to require the successful bidder to provide services within the jurisdictional limits of a municipality within an activating county if the county and the municipality had entered into a memorandum of understanding allowing the activating county to assume responsibility for debris removal and/or monitoring services on municipal property within the jurisdictional limits of the municipality; and

WHEREAS, these regional county contracts provide that services may be performed within the jurisdictional limits of a municipality within an activating county at the direction of the county if, prior to the disaster warranting the need for debris removal and/or monitoring services, the county and the municipality have entered into a written memorandum of understanding for the removal of disaster-related debris from municipal property on behalf of the municipality; and

WHEREAS, Jefferson County is a party to the **Region 6** county contracts for debris removal and monitoring services, which contracts provide for debris removal and monitoring services to be provided to the county upon activation under procedures set out in such contracts; and

WHEREAS, the Town of County Line is not properly equipped to effectively perform debris removal operations in the event of a disaster within its jurisdictional limits, and as such, the county and municipality find it to be in their mutual best interests and to the benefit of the citizens they represent to enter into this memorandum of understanding to allow the county to have debris removal services performed on the municipal property within the jurisdictional limits of the municipality pursuant to the county regional contract for debris removal services and, if necessary, to have such debris removal monitored pursuant to the county regional contract for monitoring services; and

WHEREAS, both the Jefferson County Commission and the County Line City Council have adopted resolutions agreeing to enter into this memorandum of understanding between the Jefferson County Commission and the Town of County Line, which resolutions are attached hereto and incorporated by reference; and

WHEREAS, the Jefferson County Commission and the Town of County Line, as evidenced by the above referenced resolutions, also agree to the following terms and conditions:


Attachment: 20210412 County Line Debris MOU (2021-376 : Town County Line - Debris MOU)

1. That this memorandum of understanding shall only apply in the event that, following a disaster necessitating debris removal and/or monitoring services, the county has activated the Region 6 contract for debris removal and/or monitoring services pursuant to procedures set out in said contract
2. That in the event the municipality desires that the county have debris removal and/or monitoring services performed on municipal property within its municipal jurisdictional limits pursuant to this memorandum of understanding, the mayor or other municipal official designated in writing by the County Line City Council shall send written notice to the county within five calendar days of a disaster necessitating the removal of debris that the municipality desires to have the county perform such services under the terms and conditions set out in the county regional contracts.
3. That, upon receipt of such request, the county determines that it can provide those services within the jurisdictional limits of the municipality pursuant to the county regional debris removal and/or monitoring services contracts.
4. That the debris removal and/or monitoring services provided to the municipality shall be limited to available contract personnel and equipment not required to meet the needs of the county, and that the judgment of the Jefferson County Commission or its designee shall be final as to the personnel and equipment so available and as to the time of providing such services.
5. That the county shall only provide services within the jurisdictional limits of the municipality that are provided for in the regional county debris removal and monitoring services contracts as set out in **Exhibit A** of the contracts, which are attached hereto and incorporated by reference.
6. That the Town of County Line shall cooperate with county and contract personnel as necessary to ensure proper management and administration of the removal of debris within the jurisdictional limits of the municipality pursuant to the regional county contracts for debris removal and/or monitoring services, which cooperation shall include, but not be limited to, allowing county personnel and their contractors access as necessary to perform debris removal and/or monitoring services as determined necessary and appropriate by county personnel and assisting as necessary to provide documentation required under the county regional joint debris removal and/or monitoring services contracts.
7. That the municipality understands that monitoring of the debris removal may be necessary and agrees to cooperate with all debris removal monitoring services conducted within its jurisdictional limits pursuant to the county regional monitoring services contract or as otherwise provided by the county.

8. That there shall be no debris removal and/or monitoring services performed on private property under this memorandum of understanding and that only services authorized under the regional county contracts as determined by the Jefferson County Commission or its designated county personnel shall be provided.
9. That the county may suspend or terminate the removal of debris and/or monitoring services within the jurisdictional limits of the municipality as it deems appropriate or necessary due to (a) conditions within the county; (b) issues related to the regional county contracts for debris removal and/or monitoring; (c) lack of cooperation from municipal officials and/or employees; or (d) other reasons as warranted in the discretion of the county.
10. That by entering into this memorandum of understanding, the county assumes no liability for damages to any property of the municipality or any citizens of the municipality resulting from the debris removal or monitoring services conducted by the debris removal or monitoring services contractor. Additionally, the undersigned municipality shall indemnify and hold harmless Jefferson County, its officials, employees, and agents for any damage of any type whatsoever to the municipality's property or to personal property and fixtures situated thereon, or for bodily injury or death to persons on the municipality's property, and hereby releases, discharges and waives any and all actions, either legal or equitable, which the undersigned municipality has, or ever might or may have, by reason of any action of the county and its county officials, employees or debris removal or monitoring services contractors and any action they have taken to accomplish the aforementioned purpose.
11. The municipality shall reimburse the Jefferson County Commission for any and all expenses incurred by the county for the removal of debris within the jurisdictional limits of the municipality and/or for monitoring services related to the debris removal pursuant to the reimbursement schedule presented to the municipality by the county at the time the municipality submits its request for services as provided in this memorandum of understanding;
12. That the municipality's failure to timely reimburse the county pursuant to the reimbursement schedule presented to the municipality by the county shall be deemed a breach of this memorandum of understanding which shall result in termination of this agreement and any other remedies available to the county under the law.
13. That in the event the county receives reimbursement for any or all of its costs related to debris removal and/or monitoring services performed within the municipality's jurisdictional limits from any government or other source or sources, the county shall pay the municipality its pro rata share of such reimbursement within thirty days of receipt by the county provided the municipality has paid in full its portion of the cost of debris removal and/or monitoring services pursuant to the requirements set out in paragraph 11 above. However, if at any time after the county has been reimbursed from any source and has reimbursed the municipality in accordance

with this paragraph, it is determined that the debris removal and/or monitoring services were not performed in accordance with such source or sources' debris removal and/or monitoring services laws, rules, regulations or guidance, the municipality shall promptly reimburse the County within 15 days the amount of the reduction of the county's reimbursement from such source related to the debris removal and/or monitoring services performed within the municipalities jurisdictional limits.

14. That this agreement only applies in the event the county has activated the regional county contract for debris removal and/or monitoring services and that the county shall not be obligated to provide debris removal and/or monitoring services on municipal property within the jurisdictional limits of the municipality except as specifically provided herein.
15. That, *except as provided in paragraph 11*, this memorandum of understanding shall be in full force and effect from the date of execution and shall automatically renew provided the Region 6 county contract for debris removal and monitoring contracts are renewed and shall ultimately terminate on **October 31, 2021**, unless this agreement is terminated as detailed above. The municipality may also request termination of this memorandum of understanding at any time by written request to the Jefferson County Commission.



Mayor, Town of County Line



Clerk

Notary Seal

President, Jefferson County Commission



Minute Clerk

Notary Seal

My commission expires 10-23-22

RESOLUTION

BE IT RESOLVED by the JEFFERSON COUNTY COMMISSION, that upon the recommendation below the following transaction is hereby approved and the Finance Department is directed to make payment as stated.

Recommended by: Heather M. Carter, P.E. Director/County Engineer

Department: Roads & Transportation

Date: April 19, 2021

Purpose: ```` Payment for 0.37 acres of road right of way and 0.02 acres of Temporary Construction Easement for the Grants Mill Road Corridor.
Tract No. 6
Agent: Taisha B. Rogers

I, Mildred G. Diliberto, Minute Clerk, Jefferson County Commission, hereby certify that the above and foregoing is a true and correct transcript of a resolution duly adopted by the Jefferson County Commission on the __ day of _____, 2021, recorded in Minute Book _____, Page(s) _____, of the Official Minutes and Records of said County Commission.

GIVEN, under my hand and seal of Jefferson County, Alabama, this the _____ day of _____, 2021.

Mildred G. Diliberto

Minute Clerk
Jefferson County

Commission

My Commission Expires August 23, 2023

RESOLUTION

BE IT RESOLVED by the JEFFERSON COUNTY COMMISSION, that upon the recommendation below the following transaction is hereby approved and the Finance Department is directed to make payment as stated.

Recommended by: Heather M. Carter, P.E. Director/County Engineer

Department: Roads & Transportation

Date: April 19, 2021

Purpose: Payment for 0.37 acres of road right of way and 0.02 acres of Temporary Construction Easement for the Grants Mill Road Corridor.
Tract No. 6
Agent: Taisha B. Rogers

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GIVEN, under my hand and seal of Jefferson County, Alabama, this the _____ day of _____, 2021.

Mildred G. Diliberto
Minute Clerk
Jefferson County

Commission

My Commission Expires August 23, 2023

JEFFERSON COUNTY COMMISSION AGENDA ACTION FORM

SHORT TITLE

Payment for Tract 6 – Grants Mill Road Corridor

Commissioner Joe Knight – District 4

SUMMARY

Right of Way has reached an agreement with the owner(s) of Tract 6 for:

0.37 acres of road right of way, and

0.02 acres of Temporary Construction Easement, and is requesting

payment to the property owner(s) in the amount of \$ 26,200.00.

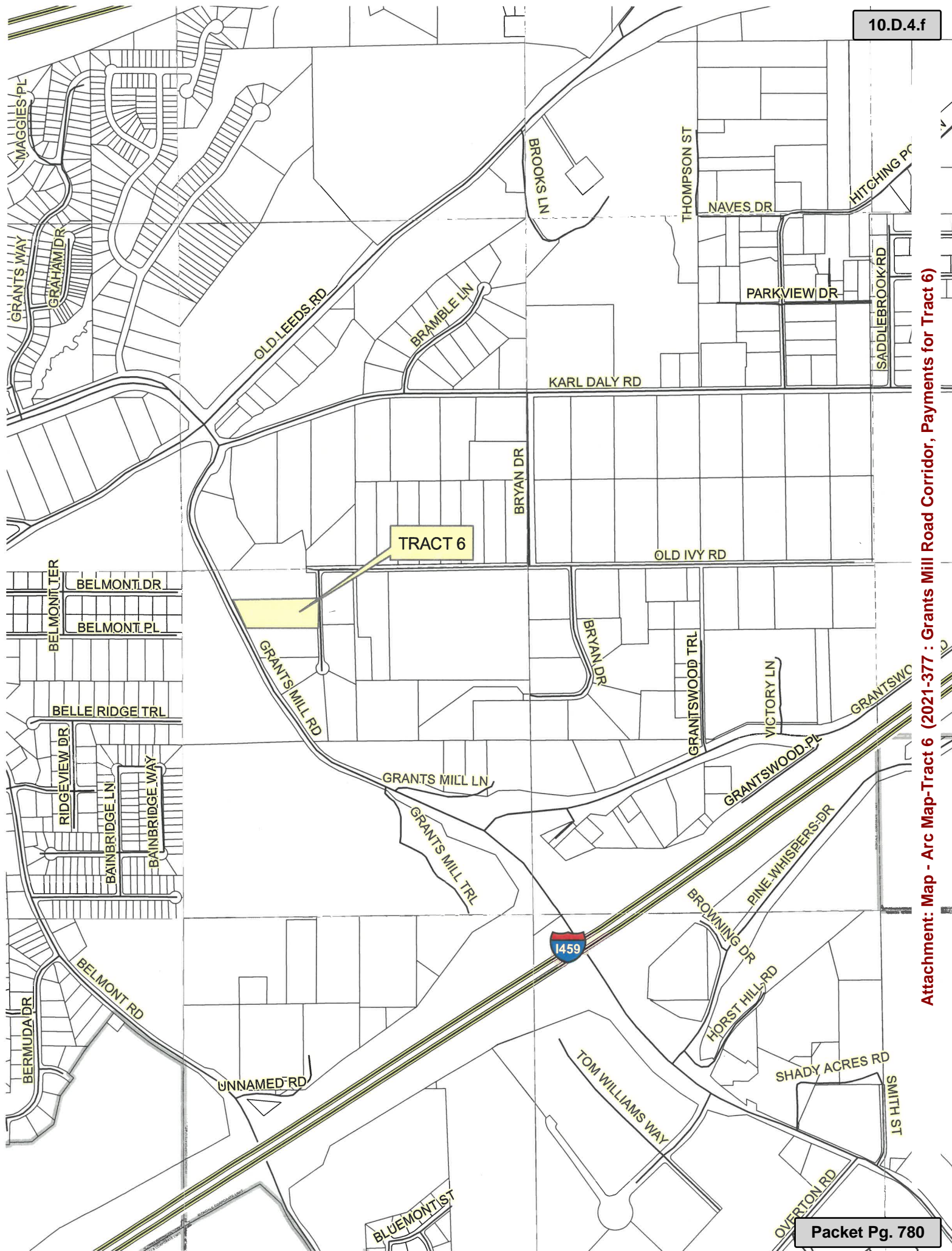
FOLLOW UP INSTRUCTIONS

What should be done (if anything)

Return approved Pay Resolution to Right of Way

Map is attached: Yes/No

Yes



RESOLUTION

WHEREAS, an agreement has been reached for Jefferson County to purchase a parcel of Right-of-Way located at 3927 Lorna Road and known as Tract 6 Galleria Blvd. Extension STPBH-3715.

WHEREAS owners have agreed to sell said property to Jefferson County.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President of the Commission is hereby authorized, to execute said sales agreement and all necessary closing documents for the purchase of said parcel of right-of-way.

Certification

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Mildred G. Diliberto, Minute Clerk of the Jefferson County Commission, hereby certify that the above and foregoing is a true and correct copy and/or transcript of a resolution duly adopted and approved by the Jefferson County Commission at its regular meeting held on the ____ day of _____, 2021, as same appears and is recorded in Minute Book _____, Page(s) _____ of the Official Minutes and Records of said County Commission.

GIVEN, under my hand and seal of Jefferson County, Alabama this the ____ day of _____, 2021.

Mildred G. Diliberto
Minute Clerk
Jefferson County Commission
My Commission Expires: August 20, 2023

**AN ORDINANCE OF THE JEFFERSON COUNTY COMMISSION TO
ESTABLISH TRAFFIC CONTROL DEVICES AT THE FOLLOWING LOCATION
IN JEFFERSON COUNTY, ALABAMA**

BE IT ORDAINED BY THE JEFFERSON COUNTY COMMISSION as follows:

Section 1. Stop signs shall be located on each approach to the intersection of

Kennedy Road at Willam O Lane and Rosewood Drive

Located partially in unincorporated Jefferson County and partially within the corporate
limits of the City of Gardendale.

Section 2. A person convicted of violating this ordinance shall be subject to punishment
provided for in

Title 32, Chapter SA, Section 8, Alabama Code of ,J975, as amended.

Section 3. All ordinances or resolutions, or parts of ordinances or resolutions of the County
Commission of Jefferson County, Alabama, in conflict with this ordinance are hereby
repealed to the extent of such conflict.

Section 4. This ordinance shall take effect from and after the time of its publication in a
newspaper of general circulation in Jefferson County, Alabama and the concurrent resolution
by the City of Gardendale.

JEFFERSON COUNTY COMMISSION AGENDA ACTION FORM

SHORT TITLE

Kennedy Road at William O Lane and Rosewood Drive Multi-Way Stop Control

SUMMARY

Who? What? When? Where? Why? How?

Ordinance for changing the two-way stop control on William O Lane and Rosewood Drive to multi-way stop control on all intersection approaches including Kennedy Road. The additional stop control is justified due to traffic distribution and the inadequate intersection sight distance.

FOLLOW UP INSTRUCTIONS

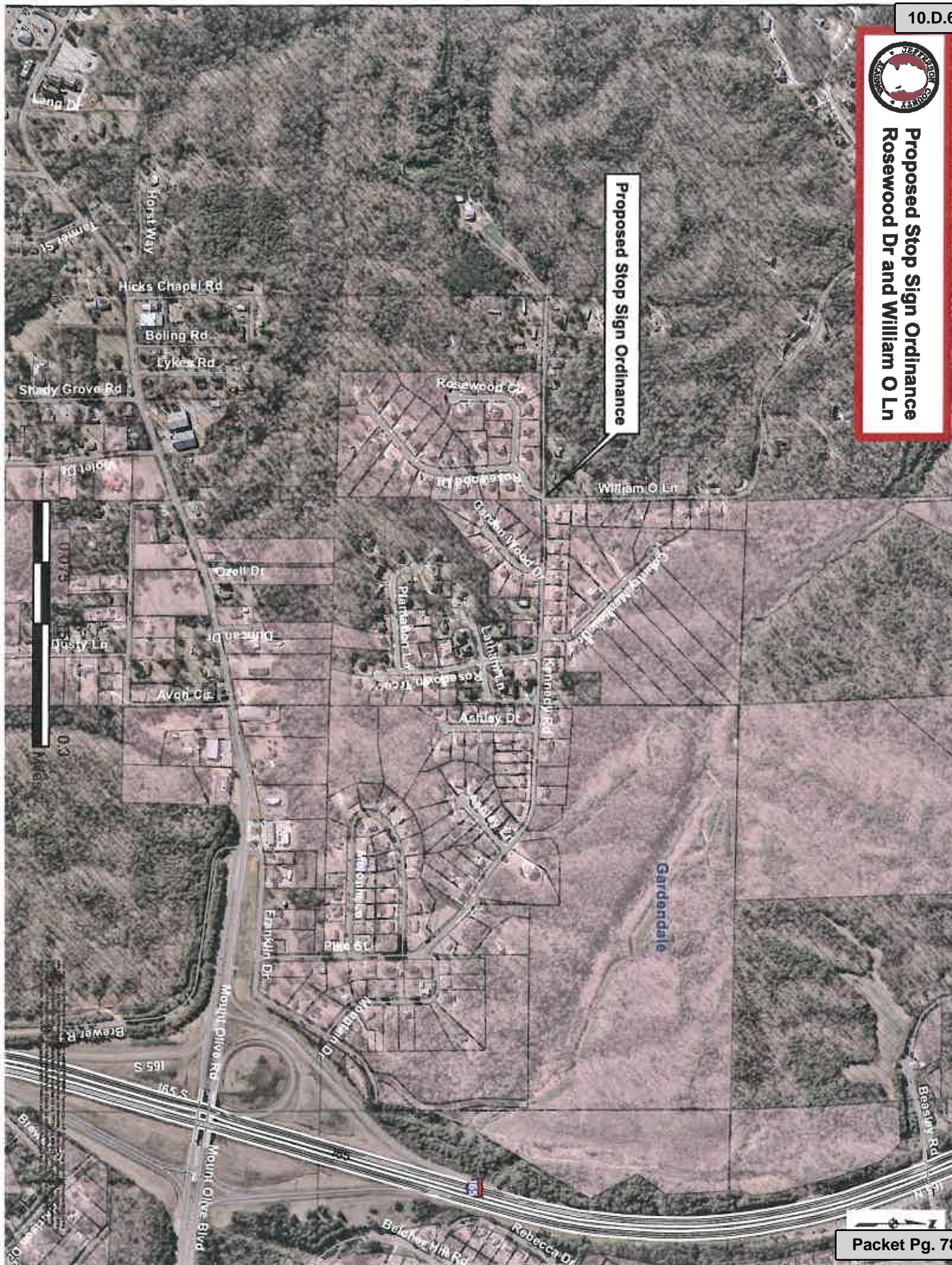
What should be done (if anything)

Map is attached: Yes



**Proposed Stop Sign Ordinance
Rosewood Dr and William O Ln**

Proposed Stop Sign Ordinance



JEFFERSON COUNTY COMMISSION



JAMES A. (JIMMIE) STEPHENS - PRESIDENT
 LASHUNDA SCALES - PRESIDENT PRO TEMPORE
 SHELIA TYSON
 STEVE AMMONS
 JOE KNIGHT

TONY PETELOS -- CHIEF EXECUTIVE OFFICER

Department of
ROADS AND TRANSPORTATION

Heather M. Carter, P.E.
 Director/County Engineer
 A200 Courthouse
 716 Richard Arrington, Jr. Blvd. N.
 Birmingham, Alabama 35203
 Telephone (205) 325-5330

April 26, 2021

Jefferson County Commission
 Jefferson County Courthouse
 Birmingham, Alabama 35203

Re: All-Way Stop Ordinance

Dear Commissioners:

Attached is an ordinance to establish all-way stop control of traffic at the intersection of Kennedy Road at William O Lane and Rosewood Drive. The intersection is located at the Gardendale corporate limits and lies partially in the City and partially in unincorporated County.

The City of Gardendale is interested in converting the intersection traffic control from two way to all way stop control. The all-way stop control was found to be justified for safer traffic operations.

I recommend that this ordinance be approved by the Jefferson County Commission.

Sincerely,

Heather Carter, P.E.
 Director/County Engineer

Attachment: KENNEDY ROAD (2021-1851 : All Way Stop Ordinance - City of Gardendale)

ORDINANCE NUMBER _____

**AN ORDINANCE OF THE JEFFERSON COUNTY COMMISSION TO ESTABLISH TRAFFIC CONTROL DEVICES
AT THE FOLLOWING LOCATION IN JEFFERSON COUNTY, ALABAMA**

BE IT ORDNINED BY THE JEFFERSON COUNTY COMMISSION as follows:

Section 1. Stop signs shall be located on each approach to the intersection of
Kennedy Road at William O Lane and Rosewood Drive

Located partially in unincorporated Jefferson County and partially within the corporate limits of the City
of Gardendale.

Section 2. A person convicted of violating this ordinance shall be subject to punishment provided for in
Title 32, Chapter 5A, Section 8, Alabama Code of 1975, as amended.

Section 3. All ordinances or resolutions, or parts of ordinances or resolutions of the County Commission
of Jefferson County, Alabama, in conflict with this ordinance are hereby repealed to the extent of such
conflict.

Section 4. This ordinance shall take effect from and after the time of its publication in a newspaper of
general circulation in Jefferson County, Alabama and the concurrent resolution by the City of
Gardendale.

APPROVED: _____

BIRMINGHAM NEWS: _____

Attachment: KENNEDY ROAD ORDINANCE (2021-1851 : All Way Stop Ordinance - City of Gardendale)

ORDINANCE NUMBER _____

**AN ORDINANCE OF THE JEFFERSON COUNTY COMMISSION TO ESTABLISH TRAFFIC CONTROL DEVICES
AT THE FOLLOWING LOCATION IN JEFFERSON COUNTY, ALABAMA**

BE IT ORDNANED BY THE JEFFERSON COUNTY COMMISSION as follows:

Section 1. Stop signs shall be located on each approach to the intersection of
Kennedy Road at William O Lane and Rosewood Drive

Located partially in unincorporated Jefferson County and partially within the corporate limits of the City of Gardendale.

Section 2. A person convicted of violating this ordinance shall be subject to punishment provided for in **Title 32, Chapter 5A, Section 8, Alabama Code of 1975, as amended.**

Section 3. All ordinances or resolutions, or parts of ordinances or resolutions of the County Commission of Jefferson County, Alabama, in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. This ordinance shall take effect from and after the time of its publication in a newspaper of general circulation in Jefferson County, Alabama and the concurrent resolution by the City of Gardendale.

APPROVED: _____

BIRMINGHAM NEWS: _____

ORDINANCE NUMBER _____

**AN ORDINANCE OF THE JEFFERSON COUNTY COMMISSION TO ESTABLISH TRAFFIC CONTROL DEVICES
AT THE FOLLOWING LOCATION IN JEFFERSON COUNTY, ALABAMA**

BE IT ORDNANED BY THE JEFFERSON COUNTY COMMISSION as follows:

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Kennedy Road at William O Lane and Rosewood Drive

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Section 3. All ordinances or resolutions, or parts of ordinances or resolutions of the County Commission
of Jefferson County, Alabama, in conflict with this ordinance are hereby repealed to the extent of such
conflict.

Section 4. This ordinance shall take effect from and after the time of its publication in a newspaper of
general circulation in Jefferson County, Alabama and the concurrent resolution by the City of
Gardendale.

APPROVED: _____

BIRMINGHAM NEWS: _____

Resolution

NOW THEREFORE IT BE RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute a resolution appointing Sue Duke to the Center Point Fire District Board of Trustees with term expiring November, 2025.

Resolution

WHEREAS, the Center Point Fire District Board of Trustees request that Sue Duke be re-appointed to the Center Point Fire District Board for a fifth term; and

WHEREAS, Sue Duke desires to serve on the board; and

NOW, THEREFORE, IT BE RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Sue Duke be re-appointed to the Center Point Fire District Board of Trustees with term ending November, 2025.



CENTER POINT FIRE DISTRICT



FIRE CHIEF
GENE COLEMAN

April 20, 2021

Commissioner Joe Knight
716 Richard Arrington, Jr, Blvd. N.
Suite 220. Courthouse
Birmingham, AL 35203

Re: Re-Appointment

Dear Commission Knight;

It has been brought to our attention that the term of Ms. Sue Duke has expired. The Center Point Fire District Board of Trustees would like to respectfully request the re-appointment of Ms. Duke for another term which will end in 2025.

Thank you for your assistance.

Sincerely,

Jody Harris
President
CPFD Board of Trustees

Note: Application from Sue Duke will be on file for Commissioners before Commission Meeting.

PROVIDING EXCELLENCE THROUGH DEDICATION & PRIDE
2229 CENTER POINT PARKWAY, CENTER POINT. ALABAMA 3521

5

PHONE (205) 853-5098 • FAX (205) 856-8498

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby ratify the following bank statements:

Jefferson Credit Union Statement for Closing Date: April 3, 2021

JEFFERSON COUNTY COMMISSION



JAMES A. (JIMMIE) STEPHENS – President
 SANDRA LITTLE BROWN – President pro tempore
 GEORGE BOWMAN
 DAVID CARRINGTON
 T. JOE KNIGHT


Tony Petelos
 County Manager

Michael Matthews, Ph.D., C. P. M.
 Purchasing Agent
 716 Richard Arrington Jr. Blvd. N.
 Room 830
 Birmingham, AL 35203
 205-325-5381

MEMORANDUM

#7177

TO: All Commissioners

FROM: M. D. Matthews, C.P.M., Purchasing Agent 

DATE: April 13, 2021

SUBJECT: County Commission Procurement Card Statement

ATTACHMENT: Jefferson Credit Union Statement(s) April FY21
 (Closing Date: April 3, 2021)

Dear Commissioners:

On behalf of the Finance Department, the subject Procurement card statement(s) is hereby submitted to your office for review. The subject statement(s) will be scheduled to appear on the Purchasing Agenda for the week of 04/19/2021 – 04/23/2021 for ratification.

\$38,468.10 - Previous Balance Due
\$39,158.57 – Less Payment
 \$ 690.47 – Credit

\$10,717.51 – Currently Transactions
\$ 690.47 – Less Credit
\$10,037.04 New Balance Due

If you have any questions you may contact Michael Matthews at 205-325-1412.

Thank you.

cc: T. Petelos
 A. Dixon
 Minute Clerk
 Accounts Payable (Memorandum Only)

Attachment: Apr. FY21 Closing Date 04.03.21 Jefferson Credit Union Statement & Memo (2021-384 : Procurement Card Statement)



Cardholder Name
JEFFERSON COMMISSION

Account Number
XXXX-XXXX-XXXX



Page 1 of 4

Account Information	
Statement Closing Date	04/02/2021
Credit Limit	\$75,000.00
Available Credit	\$64,899.00
Cash Credit Limit	\$75,000.00
Available Cash	\$64,899.00

Account Summary	
Previous Balance	\$38,468.10
- Payments and Credits	\$39,158.57
+/- Finance Charge(net)	\$0.00
+ Purchases	\$10,717.51
+ Cash Advances	\$0.00
+ Other Charges	\$10.00
= New Balance	\$10,037.04

Payment Information		
Payment Due Date: 04/28/2021	Minimum Payment Due: \$302.00	New Balance: \$10,037.04

Post Date	Trans Date	Reference	Transactions	Description	Amount
04/02	04/02		LATE FEE		\$10.00
			TOTAL FEES FOR THIS PERIOD		
			TOTAL INTEREST FOR THIS PERIOD		
03/18	03/18	F4447002D000MI077	REF INTEREST		-\$225.91
03/20	03/20	74991542G2Y50KE8B	PAYMENT - THANK YOU		-\$26,400.76
03/26	03/26	74991542M2Y50LBDG	PAYMENT - THANK YOU		-\$12,068.00
			TOTAL XXXXXXXXXXXX	\$38,694.67-	
			STEVE D COCKRELL		
03/25	03/23	24692162K2XVS3231	AIRGAS USA, LLC	866-935-3370 GA	\$346.97
			MCC: 4900 MERCHANT ZIP: 30144		
			SALES TAX: \$ 0.00 TAX INCLUDED: 2		
			CUSTOMER CODE: PAIDWITHCC		
			TOTAL XXXXXXXXXXXX	\$346.97	
			JEFFERY CALVERT		
03/05	03/04	2469216202XH301M8	LOWES #01744* FULTONDALE AL		\$109.00
			MCC: 5200 MERCHANT ZIP: 35068		
			SALES TAX: \$ 0.00 TAX INCLUDED: 2		

✓ Remit Payment to:
JEFFERSON CREDIT UNION
PO BOX 71050 CHARLOTTE, NC 28272-1050

✉ Mail Inquiries To:
CUSTOMER SERVICE P.O. BOX 31112 TAMPA,
FLORIDA 33631-3112

❓ Questions?
Call Customer Service: 866-820-6976
Lost or Stolen Card: 800-449-7728

We appreciate your membership!

Detach the bottom portion and return payment using enclosed envelope no later than 5 days before the due date. Please use blue or black ink.

JEFFERSON CREDIT UNION
5261 ROSS BRIDGE PKW
HOOVER, AL 35226

Account Number XXXX-XXXX-XXXX

New Balance \$10,037.04

Minimum Payment Due \$302.00

Please include your account
number on your check.

Payment Due Date						
April						
S	M	T	W	T	F	
				1	2	
4	5	6	7	8	9	
11	12	13	14	15	16	
18	19	20	21	22	23	
25	26	27	28	29	30	

☐ New address, phone number or e-mail?
Check the box to the left and print changes on back

Amount
Enclosed \$

VISA
PO BOX 71050
CHARLOTTE, NC 28272-1050

JEFFERSON COMMISSION
JEFFCO FINANCE/ M MATTHEWS
SUITE 820 COURTHOUSE
BIRMINGHAM AL 35203

7345
UPI



000302000100370447780410000003608

Packet Pg. 795

Attachment: Apr. FY21 Closing Date 04.03.21 Jefferson Credit Union Statement & Memo (2021-384 : Procurement Card Statement)

IMPORTANT INFORMATION

Terms and Conditions

Please refer to the disclosure previously provided for the Terms and Conditions governing the use of this account. These Terms and Conditions may be amended or supplemented by separate notices to you, including any notices you have previously received from us.

Credit Terms

The Finance Charge Calculation Method applicable to your account for Cash Advances and Credit Purchases of goods and services that you obtain through the use of your card is specified within the Finance Charge Calculation section of this statement and explained below:

Method A - The Finance Charge on Credit Purchases begins to accrue on the date each is posted to your account. The Finance Charge on Cash Advances begins to accrue on the date you obtain the Cash Advance or the first day of the billing cycle in which it is posted to your account, whichever is later. The Finance Charges for a billing cycle are computed by applying the daily periodic rate to the average daily balance multiplied by the number of days in the billing cycle OR the monthly Periodic Rate to the average daily balance during the billing cycle, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance is determined by adding to the Previous Balance (the outstanding balance of your account at the beginning of the billing cycle) any new Credit Purchases posted to your account and any new Cash Advances received, and subtracting any payments as received or credits as posted to your account, but excluding any unpaid Finance Charges or overlimit fees.

Method E - To avoid incurring an additional Finance Charge on the balance of Credit Purchases (and Cash Advances, if this Method E is specified as applicable to Cash Advances) reflected on this statement, you must pay the New Balance shown on the reverse side on or before the Payment Due Date. The Finance Charges for a billing cycle are computed by applying the daily periodic rate to the average daily balance multiplied by the number of days in the billing cycle OR the monthly Periodic Rate to the average daily balance of Credit Purchases (and, if applicable, Cash Advances), which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance of Credit Purchases (and, if applicable, Cash Advances) is determined by subtracting from the Previous Balance of Credit Purchases (and, if applicable, Cash Advances) any payments received and credits as posted to your account, but excluding any unpaid Finance Charges or overlimit fees.

Method F - To avoid incurring an additional Finance Charge on the balance of Cash Advances (and Credit Purchases, if this Method F is specified as applicable to Credit Purchases) reflected on this statement you must pay the New Balance shown on the reverse side on or before the Payment Due Date. The Finance Charges for a billing cycle are computed by applying the daily periodic rate to the average daily balance multiplied by the number of days in the billing cycle OR the monthly Periodic Rate to the average daily balance of Cash Advances (and, if applicable, Credit Purchases), which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance of Cash Advances (and, if applicable, Credit Purchases) is determined by adding to the Previous Balance of Cash Advances (and, if applicable, Credit Purchases) any new Cash Advances as of the transaction date or the first day of the billing cycle in which posted, whichever is later (and, if applicable, and new Credit Purchases as posted), and subtracting any payments as received and credits as posted to your account, but excluding any unpaid Finance Charges or overlimit fees.

Method G - To avoid incurring an additional **Finance Charge** on the balance of **Credit Purchases** (and **Cash Advances**, if this **Method G** is specified as applicable to **Cash Advances**) reflected on this statement and on any new **Credit Purchases** (and, if applicable, **Cash Advances**) appearing on your next statement, you must pay the **New Balance** shown on the reverse side on or before the **Payment Due Date**. The **Finance Charges** for a billing cycle are computed by applying the daily periodic rate to the average daily balance multiplied by the number of days in the billing cycle OR the monthly Periodic Rate to the average daily balance of **Credit Purchases** (and, if applicable, **Cash Advances**), which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance is determined by adding to the **Previous Balance of Credit Purchases** (and, if applicable, **Cash Advances**) any new **Credit Purchases** posted to your account (and, if applicable, **Cash Advances** as of the transaction date or the first day of the billing cycle in which posted, whichever is later) and subtracting any payments as received and credits as posted to your account, but excluding any unpaid **Finance Charges** or overlimit fees.

THE EFFECTIVE ANNUAL PERCENTAGE RATE WILL DIFFER FROM THE CORRESPONDING ANNUAL PERCENTAGE RATES IF CASH ADVANCE FEES OR OVERLIMIT FEES HAVE BEEN INCLUDED.

Note: If a variable rate plan is applicable to this account, the periodic rate may vary.

Additional Charges

Additional charges. Additional charges, plus applicable taxes, may also be assessed if you pay us with a check not honored by your Financial Institution, request a copy of a document, make delinquent payments, make charges which exceed your credit limit, request a Cash Advance, request a replacement card, or use your card for a transaction at an automated teller machine, if such charges are not prohibited by law or regulation. Notice: Checks returned NSF (Non-Sufficient Funds) or UCF (Uncollected Funds) are subject to electronic ACH representation. The annual membership fee shall be treated as a credit purchase for purposes of calculating Finance Charges, unless prohibited by law.

There will be a \$5 charge assessed to your credit card statement for each telephone payment initiated by the cardholder through the 24x7 Cardholder Service Center.

Payment Crediting, Credit Balances

Payments received at locations other than the address listed on the front of the statement after the phrase "Remit payment to" may be subject to a delay in crediting up to 5 days. If there is a credit balance due you, you may request in writing a full refund of this credit balance at the address indicated on the front of the statement after the phrase "Questions?" If Promotional Balance(s) exist, we may allocate the monthly payments to the promotional balance(s) before the nonpromotional balance(s).

Closing Date

All transactions received after the closing date will appear on your next statement.

In Case of Errors or Inquiries About Your Bill

In case of Errors or Inquiries about Your Bill: If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet of paper at the address indicated on the front of this statement after the phrase "Questions?" as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. Calls received in our cardholder service center are periodically monitored to ensure quality service to our members. In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

If you have a problem with the quality of goods or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we never contacted the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.)

Electronic Check Conversion / ECK

Electronic Check Conversion/ ECV
When you provide a check as payment, you authorize us to use information from your check to make a one-time electronic fund transfer from your account. In certain circumstances, such as for technical or processing reasons, we may process your payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. If you wish to opt out of this process, please call the toll free number listed on the back of your credit card.

Q18S9006 - 4 - 05/26/11

Change of address? Please supply the new information in the boxes provided.

Cardholder's Signature

Street Address

[illegible]

Street Address (cont.)

[illegible]

City

State

ZIP Code

[illegible]

E-mail Address

[illegible]

Home Phone

Business Phone

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

We appreciate your patronage and continually strive to provide quality service.

Packet Pg. 796

Cardholder Name
JEFFERSON COMMISSION

Account Number
XXXX-XXXX-XXXX-XXXX

Page 2 of 4

Transactions (continued)				
Post Date	Trans Date	Reference	Description	Amount
03/07	03/05	2469216212XALHRF5	CUSTOMER CODE: none LOWES #01744* FULTONDALE AL MCC: 5200 MERCHANT ZIP: 35068 SALES TAX: \$ 0.00 TAX INCLUDED: 2 CUSTOMER CODE: 0000000000000000	\$669.00
03/07	03/06	2432688215V22LHAD	HOME DEPOT PRO 904-421-1400 FL MCC: 5074 MERCHANT ZIP: 32207 SALES TAX: \$ 0.00 TAX INCLUDED: 2 TOTAL XXXXXXXXXXXX \$2,217.98 HOPE COCKRELL	\$1,439.98
03/09	03/08	2449215240TVYQ6Y9	ALACOURT.COM/ALAPAY 877-799-9898 AL MCC: 9211 MERCHANT ZIP: 36608 SALES TAX: \$ 0.00 TAX INCLUDED: 2 CUSTOMER CODE: 21FDW9AA	\$52.05
03/21	03/19	24492152F0TSR3TBP	ALACOURT.COM/ALAPAY 877-799-9898 AL MCC: 9211 MERCHANT ZIP: 36608 SALES TAX: \$ 0.00 TAX INCLUDED: 2 CUSTOMER CODE: 21J5XW7N TOTAL XXXXXXXXXXXX \$435.19 JAMES COKER	\$383.14
03/04	03/02	24269791YEJ78NTEP	MOOYAH - 152 BIRMINGHAM AL MCC: 5814 MERCHANT ZIP:	\$65.87
03/04	03/03	24040481ZBLHJM67F	RUTH'S PLACE INC BIRMINGHAM AL MCC: 5812 MERCHANT ZIP: 35210 SALES TAX: \$ 0.00 TAX INCLUDED:	\$216.97
03/04	03/03	24040481ZBLHJM677	RUTH'S PLACE INC BIRMINGHAM AL MCC: 5812 MERCHANT ZIP: 35210 SALES TAX: \$ 0.00 TAX INCLUDED:	\$119.46
03/04	03/03	24692161Y2XLQ3JMF	AMZN Mkt US*K51QK7U93 Amzn.com/bill WA MCC: 5942 MERCHANT ZIP: 98109 SALES TAX: \$ 0.00 TAX INCLUDED: 2 CUSTOMER CODE: 111-7066966-44010	\$299.99
03/04	03/03	24692161Z2XLSFNXR	AMZN Mkt US*PN02E83S3 Amzn.com/bill WA MCC: 5942 MERCHANT ZIP: 98109 SALES TAX: \$ 0.00 TAX INCLUDED: 2 CUSTOMER CODE: 111-5517181-99842	\$317.41
03/05	03/02	74269791YEJBSTWTE	MOOYAH - 152 BIRMINGHAM AL CREDIT MCC: 5814 MERCHANT ZIP:	-\$3.95
03/05	03/03	24692161Z2XW6643A	AMZN Mkt US*UT9D88WB3 Amzn.com/bill WA MCC: 5942 MERCHANT ZIP: 98109 SALES TAX: \$ 0.00 TAX INCLUDED: 2 CUSTOMER CODE: 111-6325155-50930	\$569.70
03/05	03/03	24692161Z2X8HHZ4Z	ZOES KITCHEN BIRMINGHAM AL MCC: 5812 MERCHANT ZIP: 35203 SALES TAX: \$ 0.00 TAX INCLUDED:	\$63.50
03/07	03/05	240404821BLHPF780	RUTH'S PLACE INC BIRMINGHAM AL MCC: 5812 MERCHANT ZIP: 35210 SALES TAX: \$ 0.00 TAX INCLUDED:	\$69.48
03/08	03/04	240408322S66MVL2V	NEWK'S EATERY BIRMINGHAM AL MCC: 5812 MERCHANT ZIP:	\$55.83
03/16	03/16	24692162B2XK6NJ73	INFO.BMTMICRO COM 910-792-9100 NC MCC: 5734 MERCHANT ZIP: 28412 SALES TAX: \$ 0.00 TAX INCLUDED:	\$480.00
03/18	03/17	24269792D00W11B4Z	NIKIS WEST BIRMINGHAM AL MCC: 5812 MERCHANT ZIP:	\$85.04
03/19	03/18	24137462DEJF1YAYM	TST* RODNEY SCOTT S BBQ - BIRMINGHAM AL MCC: 5812 MERCHANT ZIP: 35222	\$148.90

Attachment: Apr. FY21 Closing Date 04.03.21 Jefferson Credit Union Statement & Memo (2021-384 : Procurement Card Statement)

Cardholder Name
JEFFERSON COMMISSION

Account Number
XXXX-XXXX-XXXX-0360

Page 3 of 4

Transactions (continued)				
Post Date	Trans Date	Reference	Description	Amount
03/19	03/18	24492152EJHSG47Z6	SALES TAX: \$ 0.00 TAX INCLUDED: 0 ZOOM.US 888-799-9666 WWW.ZOOM.US CA MCC: 4814 MERCHANT ZIP: 95113	\$149.90
03/25	03/23	24207852K9FNHDNAV	SALES TAX: \$ 0.00 TAX INCLUDED: 0 STIVERS CHEVROLET 803-2541431 SC MCC: 5521 MERCHANT ZIP: 29229	\$59.62
03/25	03/23	24692162K2XH234SS	SALES TAX: \$ 3.90 TAX INCLUDED: 1 CUSTOMER CODE: 102418 GOOGLE *YouTube TV 855-836-3987 CA MCC: 5818 MERCHANT ZIP: 94043	\$64.99
03/28	03/26	24011342M0014JRV9	SALES TAX: \$ 0.00 TAX INCLUDED: SMARTSHEET INC. SMARTSHEET.CO WA MCC: 5734 MERCHANT ZIP: 98004	\$1,044.00
03/30	03/29	24431052TRQEQ3386	SALES TAX: \$ 0.00 TAX INCLUDED: O'REILLY AUTO PARTS 1195 IRONDALE AL MCC: 5533 MERCHANT ZIP: 35210	\$15.96
			SALES TAX: \$ 0.00 TAX INCLUDED: 2 TOTAL XXXXXXXXXXXX \$3,822.67 MICHAEL D MATTHEWS	
03/10	03/09	2449215250TW48XXP	ALACOURT.COM/ALAPAY 877-799-9898 AL MCC: 9211 MERCHANT ZIP: 36608	\$87.00
03/26	03/25	24204292L05PJMB3Z	SALES TAX: \$ 0.00 TAX INCLUDED: 2 CUSTOMER CODE: 210UP0LH Dropbox V1PKBG37M69X 141-58576933 CA MCC: 4816 MERCHANT ZIP: 94107	\$119.88
			SALES TAX: \$ 0.00 TAX INCLUDED: TOTAL XXXXXXXXXXXX \$206.88 CHARLES TYLER	
03/26	03/24	24121572L90X8X7WM	TRB 202-3343003 DC MCC: 8999 MERCHANT ZIP: 20418	\$209.00
			SALES TAX: \$ 0.00 TAX INCLUDED: TOTAL XXXXXXXXXXXX \$209.00 MICHAEL MATTHEWS	
03/05	03/03	24755421Z4MK6P2GD	SONESTA HOTELS 205-9918686 AL MCC: 3591 MERCHANT ZIP: 35242	\$455.00
			LODGING CHECK-IN DATE: 01/27/21 SALES TAX: \$ 0.00 TAX INCLUDED: 0 CUSTOMER CODE: 13067682	
03/12	03/10	2475542264MM969ZW	SONESTA HOTELS 205-9918686 AL MCC: 3591 MERCHANT ZIP: 35242	\$455.00
			LODGING CHECK-IN DATE: 01/27/21 SALES TAX: \$ 0.00 TAX INCLUDED: 0 CUSTOMER CODE: 13067682	
03/17	03/15	24137462BEJBWK8WE	OFFICE DEPOT #59 BIRMINGHAM AL MCC: 5943 MERCHANT ZIP:	\$64.62
03/21	03/17	24755422E4MPT274D	SONESTA HOTELS 205-9918686 AL MCC: 3591 MERCHANT ZIP: 35242	\$455.00
			LODGING CHECK-IN DATE: 01/27/21 SALES TAX: \$ 0.00 TAX INCLUDED: 0 CUSTOMER CODE: 13067682	
03/26	03/24	24755422L4MTG4EPP	SONESTA HOTELS 205-9918686 AL MCC: 3591 MERCHANT ZIP: 35242	\$455.00
			LODGING CHECK-IN DATE: 01/27/21 SALES TAX: \$ 0.00 TAX INCLUDED: 0 CUSTOMER CODE: 13067682	
03/31	03/27	74755422T4MS9HKJ0	SONESTA HOTELS 205-9918 CREDIT MCC: 3591 MERCHANT ZIP: 35242	-\$325.00

Attachment: Apr. FY21 Closing Date 04.03.21 Jefferson Credit Union Statement & Memo (2021-384 : Procurement Card Statement)

Cardholder Name
JEFFERSON COMMISSION

Account Number
XXXX-XXXX-XXXX-0360



Page 4 of 4

Transactions (continued)				
Post Date	Trans Date	Reference	Description	Amount
			SALES TAX: \$ 0.00 TAX INCLUDED: 0	
			CUSTOMER CODE: 13067682	
			TOTAL XXXXXXXXXXXX [REDACTED] \$1,559.62	
			MONIQUE GRIER	
03/07	03/06	244450022BLP0XPX4	WM SUPERCENTER #1158 BIRMINGHAM AL	\$241.14
			MCC: 5411 MERCHANT ZIP:	
03/09	03/08	242263824BLGYLXFL	WAL-MART #0762 BIRMINGHAM AL	\$250.32
			MCC: 5411 MERCHANT ZIP: 35206	
			SALES TAX: \$ 0.00 TAX INCLUDED:	
03/09	03/08	244450024BLN30GX0	WM SUPERCENTER #762 BIRMINGHAM AL	\$200.23
			MCC: 5411 MERCHANT ZIP:	
03/10	03/08	2422899240VYZAJTV	BEAUTY MASTERS BIRMINGHAM AL	\$219.68
			MCC: 5977 MERCHANT ZIP:	
03/12	03/11	241374627018QTZ3F	PUBLIX #1512 BIRMINGHAM AL	\$38.67
			MCC: 5411 MERCHANT ZIP:	
03/17	03/15	24228992B0VZ10JMG	BEAUTY MASTERS BIRMINGHAM AL	\$250.00
			MCC: 5977 MERCHANT ZIP:	
03/23	03/22	24431062JBLM71T3Y	NORTONS FLORIST INC 205-324-1631 AL	\$134.95
			MCC: 5992 MERCHANT ZIP: 35233	
			SALES TAX: \$ 0.00 TAX INCLUDED:	
03/23	03/22	74431062JBLM71T7X	NORTONS FLORIST INC BIRMINGHAM A CREDIT	-\$134.95
			MCC: 5992 MERCHANT ZIP: 35233	
			SALES TAX: \$ 0.00 TAX INCLUDED:	
03/24	03/23	24137462K018A0BSZ	PUBLIX #1512 BIRMINGHAM AL	\$86.27
			MCC: 5411 MERCHANT ZIP:	
03/24	03/23	24692162J2X487MMY	D J*WALL-ST-JOURNAL 800-568-7625 MA	\$21.44
			MCC: 5968 MERCHANT ZIP: 01020	
			SALES TAX: \$ 0.00 TAX INCLUDED:	
03/28	03/26	24226382NBLH0GNHL	WAL-MART #1158 BIRMINGHAM AL	\$19.57
			MCC: 5411 MERCHANT ZIP: 35214	
			SALES TAX: \$ 0.00 TAX INCLUDED:	
03/28	03/27	24445002PBLP2HF6Y	WM SUPERCENTER #1158 BIRMINGHAM AL	\$127.98
			MCC: 5411 MERCHANT ZIP:	
			TOTAL XXXXXXXXXXXX [REDACTED] \$1,455.30	

Finance Charge Calculation

Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	APR %	Average Daily Balance	Finance Charge	Remaining Balance
Purchases	8.90%	\$0.00	\$0.00	\$10,037.04
Cash Advances	8.90%	\$0.00	\$0.00	\$0.00

Days in Billing Cycle: 30

See reverse side of page one for explanation of Finance Charge calculation. Credit Purchases calculated using Method G. Cash Advance Charges calculated using Method A.

CUREWARDS POINTS ACTIVITY

BEGINNING BALANCE	397,450
POINTS EARNED	10,254
POINTS REDEEMED	0
POINTS AVAILABLE	407,704

FOR CUREWARDS PROGRAM QUESTIONS CALL (800) 637-7728
OR VISIT WWW.CUREWARDS.COM

Attachment: Apr. FY21 Closing Date 04.03.21 Jefferson Credit Union Statement & Memo (2021-384 : Procurement Card Statement)

JEFFERSON COUNTY
CONTRACT COVER SHEET

Originating Department:	Finance Department		BID:No	
Department Contact	Angela Dixon,		Phone Number:	
Contract Info#: 6864	Contract Name/ID: University of Alabama Board of Trustees (TASC) - FY21 Specialty Court Funding/6864		Amount: 1,221,000.00	
Date Start: 10/1/20	Contract Type: Expenditure			
Date End: 09/30/21				
CANCELLATION TERMS:				
Funding Sources	Org Code: 22118606	Object: 514065	Grant Number: N/A	
For Expenditures:	Original Budget: \$1,221,000.00	Current Remaining: \$1,221,000.00	After Execution: \$-0-	
Contractor:	University of Alabama at Birmingham			
Remittance Address:	1720 2 nd Avenue South AB990 Birmingham, AL 35294-0109			
Taxpayer ID#	63-6005396		Vendor ID# 100540	
Dept Contact Person:	William Smith	Email :	smithwi@jccal.org	Phone :
				205-422-6836
Contractor Contact Person:	Debbie Snider	Email :	N/A	Phone :
				205-996-2584
Contract Description:	Provide funding for mental health and substance abuse services for Jefferson County residents as ordered by the Jefferson County Mental Health and Drug Courts.			
BID/RFP Number (if item/service was not bid, give detailed explanation)	N/A			
Payment Terms:	30 Days			

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute an Agreement between Jefferson County, Alabama and UAB Board of Trustees Mental Health - TASC appropriation, in the amount of \$1,221,000.00 to provide funding for mental health and substance abuse services for Jefferson County residents involved in the criminal justice system.

(STATE OF ALABAMA)
JEFFERSON COUNTY)

CLARITY NO.

AGREEMENT

THIS AGREEMENT entered into this ____ day of _____, by and between **Jefferson County, Alabama**, hereinafter called "the County", and the **Board of Trustees of the University of Alabama, for the University of Alabama at Birmingham**, hereinafter called "the Contractor". The effective date of this agreement shall be October 1, 2020.

WHEREAS, the County desires to contract for **Jefferson County Specialty Court Programs** within the Birmingham and Bessemer divisions of Jefferson County.

WHEREAS, the Contractor desires to furnish said services to the County;

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

1. **ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. **SCOPE OF SERVICES:**
The Contractor shall provide the following services to the Jefferson County Commission on an as need basis:

The contractor, through the School of Medicine's Department of Psychiatry Community Justice Programs will administer the Jefferson County Specialty Court Programs within the Birmingham and Bessemer divisions of Jefferson County. Program services include comprehensive case management, resources and therapeutic interventions to court-involved individuals with behavioral health and substance use disorders to promote rehabilitation and reduce the likelihood of continued justice-system involvement. In addition, the contractor will determine the indigence status of participants using criteria utilized by Cooper Green Mercy Health Services and maintain and make available, if requested, summary or individual data on all participants. The contractor will maintain descriptive statistics on activities performed and individuals served for a period of three years. The contractor will provide a detailed report describing the use of funds and program benefits no later than 60 days following September 30, 2021.

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render services to the County beginning on October 1, 2020. The completion date of all services under this Contract is September 30, 2021.
4. **COMPENSATION:** The Contractor shall be compensated for services rendered under the terms and conditions of this contract at a rate of \$2,000 for each individual served. The amount payable under this contract will not exceed the maximum amount of \$1,161,000 from the Indigent Care Fund and \$60,000 from the General Fund. Requests for payments will be paid by the Finance Department upon receipt of invoice. Any paid funds remaining at the end of a program year can be used in subsequent program years.

5. **ASSIGNMENT:** No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Contractor to subcontract (assign) any portion of this contract, the Contractor will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Contractor must maintain a continuous effective business relationship with the sub-contractor(s) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance. All subcontracts must be approved by Jefferson County.
6. **GOVERNING LAW/DISPUTE RESOLUTION:** The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement 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.
7. **STATEMENT OF CONFIDENTIALITY:** Contractor agrees that any information accessed or gained in performance of those duties will 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 required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.
8. **INDEPENDENT CONTRACTOR:** The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.
9. **NON-DISCRIMINATION POLICY:** The Jefferson County Commission is strongly committed to equal opportunity in solicitation of ITB's and RFP's. The County encourages bidders and proposers to share this commitment. Each bidder submitting a proposal agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate against any person otherwise qualified solely because of race, creed, sex, national origin or disability. (Sign attached Jefferson County's Alabama Equal Employment Opportunity Certification Form)
10. **MISCELLANEOUS REQUIREMENTS:** Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
11. **TERMINATION OF CONTRACT:** This contract may be terminated by either party with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.

12. **LIABILITY:**

- A. The Contractor shall not, without prior written permission of the **COUNTY** specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the **COUNTY**.

UAB, a division of The Board of Trustees of the University of Alabama, a state agency, cannot waive immunity conferred by Ala. Const. Art 1§ 14. The exclusive forum in which a claim can be asserted against UAB is the State of Alabama Board of Adjustment. UAB maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by UAB. UAB has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the state treasury.

- B. The County and UAB recognize that, in order for professional liability coverage to be provided for activities pursuant to this Agreement, it is necessary for each to have access to normal investigation information for specific incidents which may give rise to a claim being filed against either party. Therefore, each party shall notify the other of such events and each party agrees to cooperate with the other in investigation and/or processing of such incidents and/or claims.

13. **NOTICES:** Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Contract 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:

Jefferson County Finance Department
716 Richard Arrington Blvd. North
Birmingham, AL 35203

14. **AMENDMENT OF AGREEMENT:** This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.

15. **INSURANCE:** The University, an agency of the State of Alabama, agrees to be responsible for any and all third-party claims that arise as a result of negligent acts and omissions of UAB, its officers, employees and agents in the performance of the work that is the subject of this agreement. UAB maintains a formal self-insurance program to cover claims against the Institution and its employees, with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate

(Note* UAB, a division of the Board of Trustees of The University of Alabama, a state agency, cannot waive immunity conferred by Ala. Const. Article 1 & 14. The exclusive forum in which a claim can be asserted against UAB is the State of Alabama Board of Adjustment. UAB maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by UAB. UAB has no insurance coverage applicable to third-party acts. Omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. UAB is a state agency and is not subject to the Workmen's Compensation Act. UAB maintains equivalent on the job coverage and a long-term disability program.)

16. **HOLD HARMLESS AND INDEMNIFICATION:** UAB is a state institution and is constrained by Alabama State Law in its ability to indemnify and hold harmless another entity. The exclusive forum in which a claim can be asserted against UAB is the State of Alabama Board of Adjustment. UAB maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by UAB. UAB has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury.
17. **COUNTY FUNDS PAID:** Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant 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 or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the contractor nor 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 County 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 any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as 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 Contractor shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

18. **Statement of Compliance with Alabama Code Section 31-13-9.** 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.

Notwithstanding the above, the Board of Trustees of the University of Alabama, whether acting as the University of Alabama Birmingham, the University of Alabama Hospital, the University of Alabama School of Medicine, the University of Alabama School of Dentistry, or the University of Alabama School of Optometry, cannot waive its immunity conferred by Ala. Const. Article 1 § 14. Nothing herein shall be construed as a waiver of that immunity.

19. **RECORDS AND REPORTS:** Financial records, supporting documents, statistical records, and all other records pertinent to this Agreement shall be retained by the SUB-RECIPIENT for a period of four (4) years from the termination or completion of this Agreement

JEFFERSON COUNTY, ALABAMA
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION FORM

Contractor/Vendor Name: Board of Trustees of the University of Alabama, for the University of Alabama At Birmingham

Address: 1530 3rd Avenue South, AB 1170
Birmingham, AL 35294-0111

The Contractor acknowledges receipt of Jefferson County's Equal Employment Opportunity Contractor Compliance Administrative Order and certifies that it is an equal opportunity employer and agrees to the requirements of the Policy and the Equal Employment Opportunity Clause therein. It further certifies that it will require all subcontractors to execute an Equal Employment Opportunity statement and certification of compliance in accordance with Jefferson County Administrative Order 08-4 as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status pursuant to the provisions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 1981, 1983, 1986 and all amendments thereto relative to discriminatory employment practices. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. In the event of the Contractor's non-compliance with the equal employment opportunity clause of this contract, this contract may not be awarded or may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further County contracts.
3. The Contractor will include the provisions of paragraph (1) in every subcontract or purchase order.
4. The Contractor shall certify to the County its compliance with this policy prior to receipt of any contract or business with the County.

The Contractor will furnish to the County, upon request, reports, notices, policies and/or information certifying compliance with this policy.

In the event of the Contractor's non-compliance with the equal employment opportunity clause of this contract, this contract may not be awarded or may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further County contracts.

11/9/2020

Date

DocuSigned by:

Signature
A5F3F451B4BE4A9...

Melinda T. Cotten

Associate Vice President

Title

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals or caused these presents to be executed by their duly authorized representative.

**The Board of Trustees of the University of Alabama
for The University of Alabama at Birmingham**

DocuSigned by:



A5F3F451B4BE4A9...

Signature

Melinda T. Cotten
Associate VP, Research Business Operations

11/9/2020

Date

JEFFERSON COUNTY, ALABAMA

Signature

Jimmie Stephens, President
Jefferson County Commission

Date

Attachment: UAB TASC Contract FY21 (2021-385 : University of Alabama Board of Trustees (TASC) - FY21 Specialty Court Funding)

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute an Agreement between Jefferson County, Alabama and UAB Board of Trustees Mental Health - TASC appropriation, in the amount of \$1,221,000.00 to provide funding for mental health and substance abuse services for Jefferson County residents involved in the criminal justice system.

**TO: Personnel Board
JCC Department of Human Resources**

FROM: William Smith

SUBJECT: Justification of Late Submission of Contract-UAB TASC

DATE: March 4, 2021

The UAB TASC contract was submitted late for approval for the following reasons:

1. There was confusion on the behalf of UAB Department of Psych on where the contract should be submitted due to the transition of Cooper Green to CG HCA managed by UAB.
2. During the transition as I was reassigned to JCC Finance Department my email wasn't working as it was thought I transferred to CG HCA. I didn't receive information via email and wasn't aware the contracts had been sent.
3. Once the contract was received there was further delay in getting the information in Munis/Minutetraq due to CG being disabled in the JCC financial systems for after the transfer to CG HCA.

If you need additional information please let me know.

Thanks

William Smith

Cc: Angela Dixon, Jefferson County Commission CFO

RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following Budget Amendments be and hereby are adopted as submitted and approved as follows:

5/6/2021

A - Position Changes and / or Revenue Changes

- (1) Compliance Office \$70,225.40
Increase revenues and expenditures to record a payment
earmarked for EID's use as directed per the Court Order.
No Additional Funds Required

PRECINCT RESOLUTION

WHEREAS, the polling location, Precinct 4020, Trussville First Baptist Church, located at 128 Chalkville Road N, 35173, has experienced growth and needs to be split, and;

WHEREAS, Trussville Civic Center, located at, 5381 Trussville Clay Road, 35173, has been made available to serve as a new polling precinct,

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the polling precinct located at Trussville First Baptist Church, be split to create a new precinct, 4025, Trussville Civic Center.

PRECINCT RESOLUTION

WHEREAS, the polling location, Precinct 4020, Trussville First Baptist Church, located at 128 Chalkville Road N, 35173, has experienced growth and needs to be split, and;

WHEREAS, Trussville Civic Center, located at, 5381 Trussville Clay Road, 35173, has been made available to serve as a new polling precinct,

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the polling precinct located at Trussville First Baptist Church, be split to create a new precinct, 4025, Trussville Civic Center.

PRECINCT RESOLUTION

WHEREAS, the polling location, Precinct 4040, Trussville City Hall, located at 131 Main Street, 35173, has experienced growth and needs to be split, and;

WHEREAS, Faith Community Fellowship, located at, 7660 Gadsden Highway, 35173, has been made available to serve as a new polling precinct,

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the polling precinct located at Trussville Civic Center, be split to create a new precinct, 4045, Faith Community Fellowship.

PRECINCT RESOLUTION

WHEREAS, the polling location, Precinct 4040, Trussville City Hall, located at 131 Main Street, 35173, has experienced growth and needs to be split, and;

WHEREAS, Faith Community Fellowship, located at, 7660 Gadsden Highway, 35173, has been made available to serve as a new polling precinct,

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the polling precinct located at Trussville Civic Center, be split to create a new precinct, 4045, Faith Community Fellowship.

JEFFERSON COUNTY
CONTRACT COVER SHEET

Originating Department:	Human Resources			BID:No	
Department Contact	Cal Markert, Deputy County Manager		Phone Number: 205-305-9052		
Contract Info#: 7222	Contract Name/ID: Siena Consulting contract amendment/7222			Amount: \$167,406.25 per year	
Date Start: 05/6/21	Contract Type: Expenditure				
Date End: 07/22/23					
CANCELLATION TERMS:	5 days				
Funding Sources	Org Code: 10006000	Object:		Grant Number:	
For Expenditures:	Original Budget: \$653,855.00	Current Remaining: \$334,915.00		After Execution: \$167,508.75	
Contractor:	Siena Consulting				
Remittance Address:	6724 Bunkers Court, Clifton, VA 20124				
Taxpayer ID#	<Insert Info Here>			Vendor ID# 103083	
Dept Contact Person:	Darrick Williams	Email :	williamsd@jccal.org	Phone :	325-5429
Contractor Contact Person:	Kenneth P. Yusko	Email :	kyusko@sienaconsulting.com	Phone :	703-266-9977
Contract Description:	The purpose of this contract amendment is to provide: up to 10 additional Director and Deputy Director level assessment centers; up to 4 Job Component Validity studies; up to 8 days consulting and cost travel reimbursement				
BID/RFP Number (if item/service was not bid, give detailed explanation)	Contracts for consultants are exempt from State of Alabama Bid Law.				
Payment Terms:	30 days after receipt of invoice				

RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute an amendment to the Professional Services Contract between Jefferson County, Alabama and Siena Consulting in the amount of \$334,812.50, for the purpose of providing advisory and support services for up to ten (10) additional upcoming Director and Deputy Director Level Assessment Centers over the next two (2) years; up to four (4) Job Components Validity studies; optional consulting services up to eight (8) days of consulting; and related travel expenses.

JEFFERSON COUNTY
CONTRACT COVER SHEET

Originating Department:	Human Resources			BID:No	
Department Contact	Cal Markert, Deputy County Manager			Phone Number: 205-305-9052	
Contract Info#: 7227	Contract Name/ID: Employment Agreement – Deputy Director of Human Resources/7227			Amount: \$160,000	
Date Start: 05/8/21	Contract Type: Expenditure				
Date End: 05/7/24					
CANCELLATION TERMS:					
Funding Sources	Org Code: <Insert Here>	Object: <Insert Here>	Grant Number: <Insert Here>		
For Expenditures:	Original Budget: <Insert Here>	Current Remaining: <Insert Here>	After Execution: <Insert Here>		
Contractor:	<Insert Info Here>				
Remittance Address:	<Insert Info Here>				
Taxpayer ID#	<Insert Info Here>			Vendor ID# <Insert Info Here>	
Dept Contact Person:	<Insert Name Here>	Email:	<Insert>	Phone:	<Insert#>
Contractor Contact Person:	<Insert Name Here>	Email:	<Insert>	Phone:	<Insert#>
Contract Description:	<Insert Description Here>				
BID/RFP Number (if item/service was not bid, give detailed explanation)	<Insert Info Here>				
Payment Terms:	<Insert Info Here>				

RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute the employment contract between Jefferson County, Alabama and Romissa Walton to serve as Deputy Director of Human Resources.

JEFFERSON COUNTY
CONTRACT COVER SHEET

Originating Department:	Commission District 5		BID:No
Department Contact	Steve Ammons, Commissioner	Phone Number:	
Contract Info#: 7229	Contract Name/ID: Birmingham - Jefferson County Port Authority Loan Agreement/7229		Amount: \$840,000.00
Date Start: 05/6/21	Contract Type: Expenditure		
Date End: 12/31/21			

STATE OF ALABAMA)**JEFFERSON COUNTY)**

WHEREAS, Jefferson County, Alabama, herein called “the County”, desires to support economic growth and facilitate the self-sustainability of the Birmingham-Jefferson County Port Authority; and

WHEREAS, the undersigned, Birmingham-Jefferson County Port Authority herein called “the Authority”, desires to provide services for economic growth through the acquisition of land and construction of infrastructure at the port;

NOW THEREFORE, IN CONSIDERATION of the premises and the obligation of the parties hereinafter set forth, the parties agree as follows:

1. Enter into a Loan Agreement detailing the obligations of the parties.
2. The County shall pay to the Authority a total of \$840,000.00
3. The Authority shall use the said funds to acquire land to construct a 20,000 sq. ft. warehouse located at the port to facilitate the self-sustainability of the authority and promote job growth for the region.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this Agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

By: _____
James A. Stephens, President
Jefferson County Commission

BIRMINGHAM-JEFFERSON COUNTY
PORT AUTHORITY

By: _____
Mike Swinson, President

JEFFERSON COUNTY
CONTRACT COVER SHEET

Originating Department:	Commission District 5		BID:No
Department Contact	Steve Ammons, Commissioner	Phone Number:	
Contract Info#: 7232	Contract Name/ID: BJCC Support/7232		Amount: \$53,000.00
Date Start: 05/6/21	Contract Type: Expenditure		
Date End: 12/31/21			

RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute an Agreement between Jefferson County, Alabama, and the Birmingham Jefferson Convention Complex in the amount of \$53,000.00, to assist with funding to be used in researching and evaluating the economic feasibility of potential new projects to develop and expand their current facilities.

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

AGREEMENT

WHEREAS, the Jefferson County Commission, resolved to appropriate funds for Economic Development in Jefferson County; and

WHEREAS, Birmingham Jefferson Convention Complex (“BJCC”), a public corporation established by Alabama Legislature, seeks funding to be used in researching and evaluating the economic feasibility of potential new projects to develop and expand their current facilities; and

WHEREAS, BJCC’s mission supports the investment of economic development in Jefferson County, by supporting new projects that develop and expand their current facilities; and

WHEREAS, BJCC serves a public purpose; and

WHEREAS, the Jefferson County Commission has recommended funding of \$53,000.00 to BJCC, and the appropriation of such funds serves a good and sufficient public purpose; and

WHEREAS, the County Commission has determined that it is in the public interest to provide public funds to assist in the development and promotion of said County resources.

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on May 4, 2022.
2. The County shall pay to BJCC a lump sum payment of \$53,000.00 upon execution of this agreement.
3. BJCC, shall use the public funding for researching and evaluating economic

feasibility of potential projects to develop and expand their current facilities.

ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.

4. BJCC, shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by May 4, 2022, whichever shall occur first.

5. BJCC, shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by BJCC for a period of not less than three (3) years from termination of the fiscal year set out above.

6. The BJCC representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.

7. The BJCC representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of 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 or employee of any government whatsoever or family member of any of them, including federal, state, county, and municipal and any agency or subsidiary of any such government; and

further certifies that neither BJCC nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, or connived with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this agreement and further certifies that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.

8. Acknowledgement of Funding: If any public recognition is made related to the purpose for which the grant was received, such as in media announcements, marketing materials, advertising, or informational campaigns, grant recipients must acknowledge support from the Jefferson County Commission as a body and not solely the sponsoring Commissioner. Jefferson County should be tagged in all social media mentions regarding County-funded projects and awards.

9. Any violation of this certification shall constitute a breach and default of this agreement which shall be cause for termination. Upon such termination BJCC shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

Date

James A. Stephens, President
Jefferson County Commission

BIRMINGHAM JEFFERSON CONVENTION
COMPLEX

Date

Its: