

ORDINANCE NUMBER 3171

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO UTILIZE OPIOID FINANCIAL SETTLEMENT PROCEEDS TO BE RECEIVED OVER THE COURSE OF TEN YEARS FOR VARIOUS PURPOSES APPROVED WITHIN THE OPIOID SETTLEMENT AGREEMENTS AND AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER PROGRAM AGREEMENTS ASSOCIATED WITH EXPENDITURE OF SAID FUNDS

WHEREAS, an Ordinance Authorizing the City Manager to Utilize Opioid Financial Settlement Proceeds to Be Received Over the Course of Ten Years for Various Purposes Approved within the Opioid Settlement Agreements and Authorizing the Mayor and City Manager to Execute and Deliver Program Agreements Associated with Expenditure of Said Funds; and

WHEREAS, the City of Vestavia Hills has and will receive settlement proceeds as a result of this fact. At this time, the City has received \$109,668 in funds from these settlement activities and anticipates another approximate \$680,332 over the course of the next ten years. This amount totals \$790,000; and

WHEREAS, after review of the appropriate uses of settlement proceeds, a plan has been developed to assist in the City's effort to educate, prevent and offset costs associated with opioid abuse treatment activities. These programmatic activities include the hiring of an additional SRO within the Vestavia Hills Police Department who will focus on opioid prevention education in collaboration with the Vestavia Hills City Schools and the Shelby County COMPACT (a multi-jurisdictional program formed in 2016 to intervene with juveniles who are at risk or currently involved in substance abuse). Additionally, funding would be provided for community education programs, paramedic training, advanced life support equipment and opioid response supplies that will be used by the Vestavia Hills Fire Department; and

WHEREAS, a financial proforma and draft memorandum of agreement with the Shelby County COMPACT program are marked as Exhibit A, attached to and incorporated into this Ordinance Number 3171 as if written fully therein; and

WHEREAS, the Mayor and City Council find this this meets the best public purpose for said proceeds.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, AS FOLLOWS:

1. The Mayor and the City Manager are hereby authorized to execute and deliver a Memorandum of Agreement as detailed in the attached Exhibit A; and
2. Expenditures from said agreement shall be expensed from the anticipated revenues of the global financial settlement agreement (Project ADM2302) based upon the project expenditures not exceeding the program revenues so there are no net new costs to the City. All program financial activities will be accounted for within the City's General Fund.
3. This Ordinance Number 3171 shall become effective immediately upon adoption and posting/publication pursuant to Alabama law.

DONE, ORDERED and ADOPTED this the 24th day of April, 2023.

Ashley C. Curry

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 3171 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 13th day of June, 2021, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the 26th day of April, 2023.

Rebecca Leavings
Rebecca Leavings
City Clerk



**CITY OF VESTAVIA HILLS
OFFICE OF THE CITY MANAGER
INTER-DEPARTMENT MEMO**

April 24, 2023

To: Mayor and City Council

Cc: Marvin Green, Fire Chief
Dan Rary, Police Chief
Melvin Turner, III, Finance Director
Zach Clifton, Asst. Finance Director

From: Jeff Downes, City Manager

RE: Public Hearing - Ordinance Number 3171 - An Ordinance Authorizing the City Manager to Utilize Opioid Financial Settlement Proceeds to Be Received Over the Course of Ten Years for Various Purposes Approved within the Opioid Settlement Agreements and Authorizing the Mayor and City Manager to Execute and Deliver Program Agreements Associated with Expenditure of Said Funds.

Background:

An Ordinance Authorizing the City Manager to Utilize Opioid Financial Settlement Proceeds to Be Received Over the Course of Ten Years for Various Purposes Approved within the Opioid Settlement Agreements and Authorizing the Mayor and City Manager to Execute and Deliver Program Agreements Associated with Expenditure of Said Funds. As a result, the City of Vestavia Hills has and will receive settlement proceeds as a result of this fact. At this time, the City has received \$109,668 in funds from these settlement activities and anticipates another approximate \$680,332 over the course of the next ten years. This amount totals \$790,000. After review of the appropriate uses

of settlement proceeds, a plan has been developed to assist in the City's effort to educate, prevent and offset costs associated with opioid abuse treatment activities. These programmatic activities include the hiring of an additional SRO within the Vestavia Hills Police Department who will focus on opioid prevention education in collaboration with the Vestavia Hills City Schools and the Shelby County COMPACT (a multi-jurisdictional program formed in 2016 to intervene with juveniles who are at risk or currently involved in substance abuse). Additionally, funding would be provided for community education programs, paramedic training, advanced life support equipment and opioid response supplies that will be used by the Vestavia Hills Fire Department. A financial proforma and draft agreement with the Shelby County COMACT program are attached to this memorandum (as approved by the City Attorney.)

Recommendation:

It is recommended that the City Council approve the participation in the Shelby County COMPACT Program and expenditure of the projected \$790,000 in funds over the next ten years to assist in the prevention and treatment of opioid abuse.

Fiscal Impact:

The global financial settlement proceeds are anticipated to total approximately \$790,000. A project account has been established for proper accounting of the expenditures and revenue (Project ADM2302) associated with the activities presented herein. Based upon the project expenditures not exceeding the program revenues, there are no net new costs to the City. All program financial activities will be accounted for within the City's General Fund.

Attachments:

1. Ordinance 3171
2. Proforma - March 2023
3. COMPACT MOA w Vestavia Hills
4. PH Boone Legal Opinion to Deputy Chief Hardin March 27 2023

Opioid Settlement Proforma

Year	Revenue	Expense	Balance	Description
1	\$ 110,000.00	\$ 65,000.00	\$ 45,000.00	1/2 Emp plus VHFD Equip- 1/2 Training
2	\$ 160,000.00	\$ 85,000.00	\$ 120,000.00	1 Emp plus 1/2 VHFD Training
3	\$ 65,000.00	\$ 75,000.00	\$ 110,000.00	1 Emp
4	\$ 65,000.00	\$ 75,000.00	\$ 100,000.00	1 Emp
5	\$ 65,000.00	\$ 75,000.00	\$ 90,000.00	1 Emp
6	\$ 65,000.00	\$ 75,000.00	\$ 80,000.00	1 Emp
7	\$ 65,000.00	\$ 75,000.00	\$ 70,000.00	1 Emp
8	\$ 65,000.00	\$ 75,000.00	\$ 60,000.00	1 Emp
9	\$ 65,000.00	\$ 75,000.00	\$ 50,000.00	1 Emp
10	\$ 65,000.00	\$ 75,000.00	\$ 40,000.00	1 Emp
Total	\$ 790,000.00	\$ 750,000.00		
Spending Plan				
Paramedic Training	\$ 20,000.00			
Adv Life Support	\$ 9,500.00			
Opioid Rsp Supplies	\$ 8,000.00			
SRO	\$ 75,000.00		Annual	
Community Education	\$ 40,000.00		Periodic	



VESTAVIA HILLS

March 24, 2023

MEMORANDUM OF AGREEMENT (MOA)

City of Vestavia Hills Addendum

PARTIES: This Addendum to the original Memorandum of Agreement signed by all of the partnering municipalities in Shelby County COMPACT, is between the City of Vestavia Hills, Shelby County, the Shelby County District Attorney's Office, and the Shelby County Sheriff's Office, each of whom is governed by the laws of the State of Alabama.

Compact is led by an Executive Director approved by the Compact Project Directors, which include the Shelby County Manager, Shelby County District Attorney, and the Shelby County Sheriff. The Shelby County Sheriff's Office shall assign a supervisor to run the daily operations and functions at Compact and will serve as the Assistant Director.

A Compact Governance Council has also been established with the following officials: Shelby County District Attorney, Shelby County Manager, Shelby County Sheriff, one Shelby County Commissioner, and the Mayors from each of the participating municipalities, with their proxy being the City Council President, Mayor Pro Tem, or City Manager. This Governance Council will receive formal operating reports concerning plans, actions, and efforts of the Compact, IF, their entity enters into agreement by signature.

A Compact Chief's Circle has also been established with the following officials: Police Chiefs from the participating municipalities, the Shelby County Sheriff, and the Compact Executive Director, with the Shelby County District Attorney and County Manager being ex-officio members. The Chief's Circle will receive regular updates on the activities of the Compact Investigators and may be asked to participate in the planning and implementation of Compact strategies, tools, and community actions.

PURPOSE: Compact was formally implemented in 2016 with partnering municipalities with a goal to identify juveniles and young adults who are at risk or currently involved in substance abuse and addictions and/or destructive behavior, for the purpose of intervention. Investigators compile actionable intelligence, NOT FOR AN ARREST, but to attempt to meet with the juvenile's parents and connect them with proven community-based resources. Compact attempts to address the full spectrum of substance abuse in juveniles through prevention, intervention, and education. This is done by working closely with school resource officers, coaches, teachers, school administration, parents, and community leaders.

INVESTMENTS: COMPACT is funded annually by Shelby County. The assignment of personnel to the COMPACT shall be communicated through written correspondence between the partners and the Executive Director. Each municipal partner will provide one full-time city law enforcement officer to the COMPACT for full-time assignment. The Sheriff pledges his full support and endorsement of the COMPACT and will provide, at a minimum, one supervisor and one deputy investigator for full-time assignment. The COMPACT will provide \$35,000 of annual financial assistance to each of the participating cities to assist with the expenses associated with the assignment of one city officer to the COMPACT. The COMPACT will employ additional personnel and acquire tools, resources, and equipment to support the mission of the COMPACT.

IT IS MUTUALLY AGREED UPON AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

- A. This MOA obligates the parties to expend money and assign personnel in support of the mission of a collaborative community drug intervention and education program of work to be known as COMPACT.
- B. This collaboration will be led by the Shelby County Sheriff's Office.
- C. This MOA may be revised as necessary, by mutual consent of the parties, by issuance of a written amendment signed and dated by all parties.
- D. This MOA does not restrict any party from participating in similar agreements and/or activities with other public or private entities.
- E. The COMPACT shall keep and maintain records of receipts and expenditures as required by law. All books, papers, or documents directly related to this MOA shall be available for examination by COMPACT member entities and otherwise as required by law.
- F. Each party shall perform its responsibilities and activities described herein as an independent contractor and not as an officer, agent, servant or employee of any of the other parties hereto. Each party shall be solely responsible for the acts and omissions of its officers, agents, employees, and volunteers, if any.
- G. Each party shall be responsible for maintaining its own insurance coverage, through commercial insurance, self-insurance, or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this MOA.
- H. Unless terminated through written notice to the Shelby County COMPACT Executive Director within thirty calendar days of October 1st of each fiscal year denoted herein, this MOA shall remain in force until such time as the parties determine to terminate their participation in the COMPACT.

SIGNATURES. In witness whereof, the parties to this MOA through their duly authorized Representatives, have executed this MOA on the dates indicated below and certify that they agree to the terms and conditions of this MOA.

_____	Date: _____
Vestavia Hills Mayor	
_____	Date: _____
Mayor Pro Tem, Council President, or City Manager	
_____	Date: _____
Shelby County Manager	
_____	Date: _____
Shelby County Sheriff	
_____	Date: _____
Shelby County District Attorney	

PATRICK H. BOONE
ATTORNEY AND COUNSELOR AT LAW
NEW SOUTH FEDERAL SAVINGS BUILDING, SUITE 705
215 RICHARD ARRINGTON, JR. BOULEVARD NORTH
BIRMINGHAM, ALABAMA 35203-3720

TELEPHONE (205) 324-2018
FACSIMILE (205) 324-2295

E-Mail: patrickboone@bellsouth.net

March 27, 2023

By Electronic Mail

Deputy Chief of Police Jason Hardin
Vestavia Hills Police Department
Vestavia Hills Municipal Center
1032 Montgomery Highway
Vestavia Hills, Alabama 35216

In Re: Memorandum of Agreement (MOU) Regarding Shelby County COMPACT

Dear Deputy Chief Hardin:

On March 27, 2023, you sent to me via electronic mail a copy of a proposed Memorandum of Agreement (MOU) regarding Shelby County COMPACT with a request that I review the same and provide you with my written legal opinion.

From a legal standpoint, I approve the Shelby County COMPACT Memorandum of Agreement and highly recommend the amendment to include the Vestavia Hills Police Department.

Please call me if you have any questions regarding this matter.

Sincerely,



Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp

cc: City Manager Jeffrey D. Downes (by e-mail)
City Clerk Rebecca Leavings (by e-mail)
Police Chief Danny Rary (by e-mail)