

**RESOLUTION AGREEMENT  
BETWEEN  
UNITED STATES DEPARTMENT OF JUSTICE  
AND  
ALABAMA ADMINISTRATIVE OFFICE OF THE COURTS  
JEFFERSON COUNTY COMMISSION**

**I. PRELIMINARY STATEMENT**

1. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) received an administrative Complaint from Equal Justice Under Law, or Complainant, alleging that pretrial bail practices in Jefferson County, Alabama, have a disparate impact on African American individuals. The Complainant alleged that the practice of relying on money bail in Jefferson County, as administered by the County and the local judicial district, discriminated against African Americans. Title VI of the Civil Rights Act of 1964 (Title VI) prohibits discrimination on the basis of race, color, and national origin in programs or activities that receive federal financial assistance.<sup>1</sup>
2. The Alabama Tenth Judicial Circuit is a judicial district within Alabama's Unified Judicial System.<sup>2</sup> In 2014 and 2015, the Alabama Administrative Office of the Courts (AOC) received grants from the OJP's Office of Juvenile Justice and Delinquency Prevention (OJJDP).<sup>3</sup> In addition, the Tenth Judicial Circuit receives OJP funds subgranted from the Jefferson County Commission (JCC or Commission) to operate drug-court and reentry programs.<sup>4</sup> The OCR, therefore, has jurisdiction to review the Complainant's allegations.<sup>5</sup>
3. Upon receipt of the Complainant's allegations, the OCR initiated an investigation of the Tenth Judicial Circuit to evaluate its compliance with Title VI and the DOJ's Title VI regulations.<sup>6</sup> On April 4, 2016, the OCR notified the Tenth Judicial Circuit of the Complainant's allegations and conveyed its intent to send the Tenth Judicial Circuit a data request related to its pretrial bail practices so that the OCR could investigate the Complaint. Soon after receiving the OCR's notice letter, the Presiding Judge of the Tenth Judicial Circuit contacted the OCR and expressed the Tenth Judicial Circuit's desire to cooperate fully with the OCR's investigation and comply with Title VI. On July 15, 2016, the OCR notified the AOC of the Complainant's allegations and the OCR's investigation.

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<sup>1</sup> 42 U.S.C §§ 2000d - 2000d-7 (2012); *see also* 28 C.F.R. § 42.104(b)(2)-(3) (2017).

<sup>2</sup> ALA. CONST. art. VI, § 130, amend. 328 (1901).

<sup>3</sup> Ala. Admin. Off. of the Cts., FY 14 Family Drug Ct. Statewide Sys. Reform, OJJDP, Grant No. 2014-DC-BX-K004 (\$509,112) (Oct. 1, 2014, to Sept. 30, 2017); Ala. Admin. Off. of the Cts., FY 15 Family Drug Ct. Statewide Sys. Reform, OJJDP, Grant No. No. 2014-DC-BX-K004 (Supp. 1) (\$317,587) (Oct. 1, 2014, to Sept. 30, 2017).

<sup>4</sup> Jefferson Cty. Comm'n., Jefferson Cty. Adult Drug Ct. Program, Bureau of Just. Assistance (BJA), Grant No. 2015-DC-BX-0082 (\$300,000) (Oct. 1, 2015, to Sept. 30, 2018).

<sup>5</sup> 28 C.F.R. § 42.107(c).

<sup>6</sup> *Id.*

4. Under Alabama law, defendants are eligible for pretrial release unless a court or magistrate determines that pretrial release will not reasonably assure a defendant's appearance in court or that a defendant poses a danger to the public.<sup>7</sup>
5. Rule 7.2 of the Alabama Rules of Criminal Procedure (ARCRP) details a defendant's right to release on the defendant's personal recognizance or on bond. Rule 7.2(a) requires that "[a]ny defendant charged with an offense bailable as a matter of right may be released pending or during trial on his or her personal recognizance or on an appearance bond unless the court or magistrate determines that such a release will not reasonably assure the defendant's appearance as required, or that the defendant's being at large will pose a real and present danger to others or to the public at large. If such a determination is made, the court may impose the least onerous condition or conditions contained in Rule 7.3(b) that will reasonably assure the defendant's appearance or that will eliminate or minimize the risk of harm to others or to the public at large. In making such a determination, the court may take into account [several factors]."<sup>8</sup>
6. In the course of its preliminary investigation, the OCR found no evidence of intentional racial discrimination against African-American individuals. Even so, with technical assistance from the OJP, the Tenth Judicial Circuit voluntarily adopted on October 1, 2017, a risk-based individualized assessment when considering release of defendants prior to judgment. To assist Tenth Judicial Circuit Judicial Officers in conducting individualized assessments, the Tenth Judicial Circuit adopted the Improved Virginia Pretrial Risk Assessment Instrument (VPRAI), a widely-used Risk Assessment Instrument, to produce a risk score to inform the decision to release or detain a defendant before the disposition of a case. In addition to other provisions, the Tenth Judicial Circuit's Administrative Order AO 2017-071, as it relates to the considerations to be given a defendant at a hearing determining bond, states the following:

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<sup>7</sup> The Alabama Constitution states "[t]hat all persons shall, before conviction, be bailable by sufficient sureties, except for capital offenses, when the proof is evident or the presumption great; and that excessive bail shall not in any case be required." ALA. CONST., art. 1, § 16.

<sup>8</sup> The factors to be considered under Rule 7.2(a)1-14 are the defendant's age, background and family ties, relationships and circumstances of the defendant; reputation, character, and health; prior criminal record, including prior releases on recognizance or on secured appearance bonds, and other pending cases; the identity of responsible members of the community who will vouch for the defendant's reliability; violence or lack of violence in the alleged commission of the offense; the nature of the offense charged, the apparent probability of conviction, and the likely sentence, insofar as these factors are relevant to the risk of nonappearance; the type of weapon used (e.g., knife, pistol, shotgun, sawed-off shotgun); threats made against victims and/or witnesses; the value of property taken during the alleged commission of the offense; whether the property allegedly taken was recovered or not; damage or lack of damage to property allegedly taken; residence of the defendant, including consideration of real property ownership, and length of residence in his or her place of domicile; in cases where the defendant is charged with a drug offense, evidence of selling or pusher activity should indicate a substantial increase in the amount of bond; consideration of the defendant's employment status and history; the location of the defendant's employment (e.g., whether employed in the county where the alleged offense occurred); the defendant's financial condition; and any enhancement statutes related to the charged offense.

- a. Such hearings “shall be conducted with the objective of imposing the least restrictive conditions or combination of conditions of release that will reasonably assure the arrestee’s appearance in court and will eliminate or minimize the risk that the arrestee presents to the public.”
- b. Tenth Judicial Circuit Judicial Officers must assess on the record the defendant’s ability to pay the proposed Monetary Condition of Release. In assessing the defendant’s ability to pay, the Tenth Judicial Circuit Judicial Officers shall consider the following:
  - i. the defendant’s financial assets and income;
  - ii. the defendant’s financial obligations and dependents;
  - iii. the defendant’s efforts and ability to find and engage in paid work, including any limitations due to disability or residence in a mental health facility; and
  - iv. any other factor or evidence that the Tenth Judicial Circuit Judicial Officers deem appropriate.
- c. In performing the individualized assessment, Tenth Judicial Circuit Judicial Officers will use the VPRAI in conjunction with a Supervision Aid, which provides recommendations on how to monitor the defendant upon release, if necessary, and to ensure that a defendant appears for trial or to protect the safety of the community. The cost of implementation of the Risk Assessment Instrument and Supervision Aid shall be paid by the Presiding Judge of the Tenth Judicial Circuit from funds made available to that office under Ala. Code § 12-19-310 (1975) for the first year of the Agreement (October 1, 2017 – September 30, 2018) and shall be paid by the JCC for the balance of the term of the Agreement.
- d. The Presiding Judge of the Tenth Judicial Circuit requires each Judicial Officer to document each use of the Risk Assessment Instrument and Supervision Aid and collect data necessary to validate the Instrument and assess any potential racial or national origin disparities that the use of the tool may create.
- e. As the VPRAI is implemented, the Presiding Judge of the Tenth Judicial Circuit directs Judicial Officers to receive training on the use of the Risk Assessment Instrument and Supervision Aid from the Pretrial Justice Institute, a technical assistance provider of the BJA. The Presiding Judge of the Tenth Judicial Circuit will also make available training to the Jefferson County Public Defender’s Office (JCPDO), Jefferson County District Attorney’s Office (JCDA), and any other party deemed appropriate by the Presiding Judge.
- f. The Presiding Judge of the Tenth Judicial Circuit contracted with the University of Alabama at Birmingham’s Department of Psychiatry Substance Abuse

Division (UAB-SA) to assess the local validity and reliability of the Risk Assessment Instrument.

7. Through Administrative Order AO 2017-073, the Tenth Judicial Circuit also entered into a contract with the JCC to establish a pretrial services agency, administered by UAB-SA, to provide recommendations on how to monitor the defendant upon release, if necessary, to ensure that a defendant appears for trial or to protect the safety of the community. Recommendations provided by the UAB-SA will be based on a matrix developed by Tenth Judicial Circuit judges, JCDA staff, and staff from the JCPDO. The pretrial services screen includes an assessment of each defendant's needs for mental health services, substance abuse treatment, and appointed legal counsel. The Tenth Judicial Circuit also charged UAB-SA to supervise each individual as set forth by a Supervision Aid until at least a defendant's second appearance date.<sup>9</sup>
8. Among other provisions, the Tenth Judicial Circuit's Administrative Order AO 2017-072 states the following:
  - a. The Courts of the Tenth Judicial Circuit approve the authority of the Sheriff of Jefferson County, Alabama, to administer pretrial release programs for the purposes of classification, referral, and release of pretrial detainees.
  - b. "Such programs shall be administered by the Sheriff, in coordination [with UAB-SA] and in accordance with the policy and procedure in ARCRP Rules 7.1 through 7.6, as amended, and effective after January 1, 2017."
  - c. UAB-SA shall assess each entrant into the Jefferson County Jail "to develop a report for each individual who will appear at the next 48-hour hearing, which list and report shall be distributed to the JCPDO, to the District Attorney's Office, and to the Duty Judge who is to conduct the next 48-hour hearing."<sup>10</sup>
9. The applicable Title VI regulations require the DOJ to seek, to the fullest extent practicable, the cooperation of the JCC and AOC (Recipients) in ensuring their compliance with the regulations.<sup>11</sup> In the interest of resolving the OCR's investigation, the DOJ and the JCC and AOC enter into this Resolution Agreement, or Agreement, which is the product of voluntary compliance negotiations between the DOJ and the JCC and AOC. By entering into the Agreement, neither the JCC nor the AOC admit noncompliance with Title VI or the DOJ's Title VI regulations. This Agreement is not an admission of noncompliance. The parties recognize and agree that the scope of this agreement is limited to the Tenth Judicial Circuit and that the solutions implemented by officials within the Tenth Judicial Circuit are specific only to that Circuit. It is the

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<sup>9</sup> Nothing in this Resolution Agreement shall be construed to command the release of any inmate, defendant, or prisoner or otherwise impede the discretion of a Tenth Judicial Circuit Judicial Officer.

<sup>10</sup> AOC 2017-073, item 2(e) (Sept. 7, 2017).

<sup>11</sup> 28 C.F.R. § 42.106(a).

express intent of the parties that this agreement has no application to any county, judicial circuit, or court in Alabama outside of the circuit and district courts of the Tenth Judicial Circuit. The parties agree that the Risk Assessment Instrument implemented in the Tenth Judicial Circuit is neither a requirement under Alabama law, nor a requisite for compliance under Title VI. The Agreement does not require any other county, judicial circuit, or court in the State of Alabama to adopt involuntarily a Risk Assessment Instrument.

10. If the JCC and AOC had not agreed to the terms of the Agreement, the DOJ would have completed its investigation and issued a letter of finding. If the letter of finding concluded that the JCC and AOC violated the DOJ's Title VI regulations, the DOJ could initiate administrative procedures to achieve compliance.<sup>12</sup>
11. The DOJ recognizes that the Tenth Judicial Circuit has voluntarily funded for FY 2018 and adopted the VPRAI. The DOJ also recognizes that it has not made a finding of noncompliance or issued evidence supporting any contention that the Tenth Judicial Circuit's system of pretrial release had a disparate impact on defendants based on their race or national origin. The Recipients enter into this Agreement acknowledging that the DOJ has not issued findings supported by empirical data.
12. Other than the Tenth Judicial Circuit, nothing contained in this Agreement applies to any other court, judicial officer, or judicial circuit in the State of Alabama. Any obligation voluntarily adopted or acceded to in the Agreement does not obligate any judicial circuit or municipal court in Alabama to modify its pretrial bail practices.

## **II. PARTIES AND DEFINITIONS**

1. The parties to the Agreement are the DOJ and the Recipients. The person signing the Agreement for the JCC has the authority to bind the JCC to the Agreement. Likewise, the person signing the Agreement for the AOC has the authority to bind the AOC to the Agreement. Any action that specifically addresses practices in the Tenth Judicial Circuit applies only to the policies, procedures, and practices at the state courthouses in Birmingham, Alabama, and Bessemer, Alabama.<sup>13</sup>
2. "Days" means calendar days. If any deadline in the Agreement should fall on a weekend or federal holiday, the deadline advances to the next business day.
3. "Defendant" means an individual against whom the Jefferson County District Attorney's Office is bringing criminal charges, whether misdemeanor or felony.
4. "Detainee Length of Incarceration" means the average length of jail stay for defendants who are incarcerated before the disposition of the case and who are eligible for pretrial release.

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<sup>12</sup> 42 U.S.C. § 2000d-1; 28 C.F.R. § 42.108.

<sup>13</sup> ALA. CONST. art. VI, § 130, amend. 328.

5. "Effective Date of the Agreement" means the date of the last signature below or the date upon which the Tenth Judicial Circuit voluntarily adopted a risk-based individualized assessment program with the technical assistance of the OJP.
6. "Judicial Officer" means any state court judge in the Tenth Judicial Circuit who serves as a District Criminal Judge or a Special District Criminal Judge.
7. "Monetary Condition of Release" means any cash bond, deposit bond, commercial bail bond, or property bond required to be paid by a defendant to be released before the disposition of the case and does not refer to any unsecured bond or financial agreement where the defendant promises to pay in full if the defendant fails to appear.
8. "On the record" means that the Judicial Officer has included the appropriate Risk Assessment Instrument information in a given Defendant's file or record. For the purposes of this Agreement, "on the record" does not mean that a formal hearing, presence of certain parties, sworn or unsworn testimony elicited, or the use of a court reporter is required.
9. "Period of the Agreement" means three (3) years from the effective date of the Agreement, unless the OCR notifies the Tenth Judicial Circuit in writing before the expiration date that the Recipients have not fulfilled their obligations under the Agreement, in which case the Agreement extends until the date the OCR concludes that the Tenth Judicial Circuit has achieved substantial compliance with its obligations under the Agreement.
10. "Risk Assessment Instrument" means an empirically derived and locally validated matrix that assists Judicial Officers to sort defendants into categories showing their likelihood of attending all their court appearances and not being arrested on new charges.
11. "Supervision Aid" means a guideline of measures or restrictions that fall between release on the defendant's own recognizance and detention before the disposition of the case, applied on a case-by-case basis depending on the assessment of risk of the defendant. The measures or restrictions may include protective or trespass orders, curfews, GPS monitoring, home confinement, or automated court date notification. In Jefferson County, the Supervision Aid is called the Pretrial Decision Framework.

### **III. INDIVIDUALIZED ASSESSMENT**

1. At the petition of counsel, Tenth Judicial Circuit Judicial Officers must revisit the application of the Risk Assessment Instrument at any hearing prior to the disposition of the case and determine whether there has been a material change to the defendant's circumstances.
2. The Tenth Judicial Circuit must continue to provide training on how to use the Risk Assessment Instrument and the Supervision Aid to all Tenth Judicial Circuit Judicial

Officers and new employees who may use the Risk Assessment Instrument and the Supervision Aid in their employment. During the term of the Agreement, the Tenth Judicial Circuit must provide retraining to Tenth Judicial Circuit Judicial Officers on at least an annual basis.

#### **IV. VALIDATION**

1. Within two (2) years of the Effective Date of the Agreement, the Tenth Judicial Circuit must validate the Risk Assessment Instrument to assess the consistency of its results (i.e., the reliability of the instrument), whether the instrument accurately predicts risk, and whether use of the instrument shows bias against defendants based on their race or national origin.
  - a. The validation should be completed using commonly adopted standards and techniques. If the validation results demonstrate that the Risk Assessment Instrument has a disparate impact on defendants based on their race or national origin, the Tenth Judicial Circuit must, in consultation with the OCR, retool the factors the Tenth Judicial Circuit uses in its Risk Assessment Instrument, if there is a less discriminatory alternative that promotes public safety and ensures the return of the defendant to court. Nothing in this Resolution Agreement suggests that the current validation methods, or the current system examining bail, are not currently conducted in a race-neutral manner.
  - b. At least thirty (30) days before the Tenth Judicial Circuit initiates any validation of the Risk Assessment Instrument, the Tenth Judicial Circuit must provide the OCR with an outline of the proposed validation process.
  - c. If the Tenth Judicial Circuit chooses to use an organization other than the UAB-SA to validate the VPRAI, the Tenth Judicial Circuit must provide the OCR with thirty (30) days' notice and an opportunity to object to the vendor. The Tenth Judicial Circuit agrees in selecting a new validation vendor to use a competitive selection process consistent with state and local laws.
2. During the period of the Agreement, the Tenth Judicial Circuit must not change the Risk Assessment Instrument or the Supervision Aid without informing the OCR and providing the OCR ten (10) business days to suggest an alternative or object to the change.
3. The Tenth Judicial Circuit agrees to inform voluntarily the DOJ of empirical data collected during the validation process if such data demonstrates that the Tenth Judicial Circuit's system of pretrial release has a disparate impact on defendants based on their race or national origin.

#### **V. DATA COLLECTION AND RECORD KEEPING**

1. While the Agreement remains in effect, the Tenth Judicial Circuit must maintain the following records, including those created or stored in electronic form:

- a. All documents and data regarding the development and validation of any Risk Assessment Instrument and Supervision Aid;
  - b. All documents and data regarding written complaints any person or entity made alleging racial discrimination, whether involving alleged disparate treatment or disparate impact, in the administration of the pretrial bail process;
  - c. All documents and data regarding written complaints any person or entity made alleging that the Tenth Judicial Circuit retaliated against, or otherwise adversely affected, any person opposing a violation of Title VI or participating in or cooperating with the OCR's investigation of the Tenth Judicial Circuit; and
  - d. All other documents and data regarding the Tenth Judicial Circuit's implementation of the Agreement's provisions and compliance with the Agreement's requirements.
2. Upon completion of the validation, the Tenth Judicial Circuit must send three spreadsheets with the data collected to the OCR or designated technical assistance provider for review.<sup>14</sup>
- a. The Tenth Judicial Circuit agrees to use the data collected to monitor its progress in implementing the Risk Assessment Instrument and the Supervision Aid and to develop and implement any new strategies to improve the effectiveness of the Risk Assessment Instrument and the Supervision Aid.
  - b. The ongoing review should assess whether Judicial Officers are properly applying the Supervision Aid and must also determine whether the Risk Assessment Instrument has the following results:
    - i. uses appropriate predictive measures that reasonably assure a defendant's appearance and eliminates or minimizes the risk the defendant presents to the public, or
    - ii. creates disparities based on defendants' race or national origin.

## **VI. COMPLIANCE AND MONITORING**

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<sup>14</sup> Title VI and the DOJ's Title VI regulations prohibit a recipient from using neutral procedures or practices that have a significant adverse impact on beneficiaries in federally assisted programs based on race, color, or national origin. 28 C.F.R. § 42.104(b)(2). A recipient may nonetheless continue to use a challenged practice if it presents a substantial legitimate justification, but even if a recipient is able to do so, it may still be in violation of Title VI if the OCR can "show that there exists a comparably effective alternative practice which would result in less disproportionality, or that the [recipient's] proffered justification is a pretext for discrimination." *Elston v. Talladega Cty. Bd. of Educ.*, 997 F.2d 1394, 1407 (11th Cir. 1993).



1. The OCR must monitor the Tenth Judicial Circuit's compliance with the terms of the Agreement by reviewing the data and reports that the Tenth Judicial Circuit submits pursuant to the Agreement. The OCR's review of the Tenth Judicial Circuit's compliance with the Agreement, which it may initiate at any time during the period of the Agreement, may include reviewing documents, such as those related to policies and training, and conducting interviews and site visits.
2. The OCR must review all policies, procedures, and training programs developed or planned pursuant to this Agreement. The Tenth Judicial Circuit may not finalize any policy, procedure, order, validation, or training program without first informing the OCR and allowing the OCR ten (10) business days to file written objections or suggestions. Both the Tenth Judicial Circuit and the OCR must exercise good faith in agreeing on final policies, procedures, orders, validation methods, or training programs.
3. When possible, the Tenth Judicial Circuit must provide all records, subject to State of Alabama and federal privacy laws, disclosed pursuant to this Agreement to the DOJ in a computer-readable format to be agreed upon by the Tenth Judicial Circuit and the OCR prior to production.
4. Within thirty (30) days after the OCR makes a request in writing, the Tenth Judicial Circuit must reasonably make available for interview by the OCR any agent, employee, or official of the Recipients who has knowledge, or whom the OCR reasonably believes to have knowledge, of information necessary to verify the Tenth Judicial Circuit's compliance with the terms of the Agreement or to resolve a dispute arising under the Agreement. If a requested agent, employee, or official of the Recipients is on leave, such as for military duty or illness, the Recipients must make that person available for interview as soon as practicable.
5. During the period of the Agreement, if at any time the OCR believes that the Tenth Judicial Circuit has failed to comply with any provision of the Agreement, the OCR must notify the Recipients in writing of the facts supporting the OCR's belief that the Tenth Judicial Circuit is not in compliance with the Agreement. The Tenth Judicial Circuit must investigate the allegations and respond in writing to the OCR within thirty (30) days of the date of the notice. In its written response, for each alleged violation of the Agreement, the Tenth Judicial Circuit must either (a) describe the action it has taken or must take to achieve compliance with the Agreement or (b) dispute the accuracy of the OCR's conclusions. On notice to the Tenth Judicial Circuit, the OCR may shorten the thirty (30) day period if it determines that adhering to that timeframe could result in irreparable injury, consistent with Constitutional principles, to individuals in pretrial confinement. If the OCR is not satisfied with the Tenth Judicial Circuit's response after forty-five (45) days, the DOJ and the Tenth Judicial Circuit must conduct good faith negotiations to resolve the issue(s). If, after negotiations, the OCR still concludes that the Tenth Judicial Circuit is not in compliance with the Agreement or the Tenth Judicial Circuit does not have an appropriate plan to achieve compliance with the Agreement, the DOJ may evaluate whether to continue with its investigation or otherwise seek performance of the Agreement.

6. During this Agreement, the OJP will make available technical assistance to the Tenth Judicial Circuit to assess and implement a Risk Assessment Instrument, and assist the Tenth Judicial Circuit in adopting a Risk Assessment Instrument and a Supervision Aid, if such has not already been done at the time of this Agreement.

## **VII. GENERAL PROVISIONS**

1. In consideration of, and consistent with, the terms of this Agreement, the DOJ agrees to stay the OCR's Complaint investigation initiated on February 19, 2016. Based on this consideration, the parties agree to be bound by the terms set forth in this Agreement. Upon successful expiration of this Agreement, that investigation shall terminate and acknowledge the voluntary measures that the Tenth Judicial Circuit may have taken during the course of the Complaint investigation.
2. The Presiding Judge of the Tenth Judicial Circuit, in supervising the judges and court employees of the circuit and district courts, must not delegate judicial authority or functions in a manner inconsistent with the Agreement.
3. The Recipients may not retaliate against a person who opposed the violations of Title VI and its regulations at issue here or who participated in or cooperated with the OCR's Complaint investigation of the Tenth Judicial Circuit.
4. Failure by the OCR to enforce the entire Agreement or any of its provisions is not a waiver of the OCR's right to enforce any provision of the Agreement.
5. The Agreement constitutes the entire agreement between the parties, as to the Recipients' voluntary compliance with the civil rights requirements that the OCR identified in Paragraph 1 of the Agreement and is binding upon the DOJ and the Recipients by and through their officials, agents, employees, and successors. No prior or contemporaneous communications, oral or written, or prior drafts are relevant or admissible for the purpose of determining the meaning of any provisions of the Agreement. Neither party may enforce any statement, promise, or agreement, either written or oral, made by either party or agents of either party that is not contained in the Agreement.
6. The Agreement is binding upon the DOJ and the Recipients by and through their officials, agents, employees, and successors. The Agreement is enforceable only by the DOJ and the Recipients. No third-party beneficiary of the provisions of the Agreement, to include the Complainant, may assert any claim or right as a beneficiary or protected class under the Agreement for purposes of any civil, criminal, or administrative action.
7. The OJP and the Recipients may change the terms of the Agreement in writing by mutual agreement.
8. The Agreement is limited to resolving the allegations set forth in Paragraph 1 of the Agreement, and it does not purport to remedy any other potential violations of Title VI or


its regulations. The Agreement also does not resolve any other matter, such as a complaint investigation, a compliance review, or a litigation matter, that the DOJ or another federal agency is conducting that includes the Recipients as a respondent or a party. The Agreement also does not preclude the DOJ or another federal agency from initiating any matter, such as a complaint investigation, a compliance review, or a litigation matter, that includes the Recipients as a respondent or a party.

9. The Agreement does not affect the Recipients continuing responsibility to comply with all aspects of Title VI and its regulations and any other nondiscrimination requirement that applies to the Tenth Judicial Circuit because it accepted federal financial assistance.
10. Any provision in the Agreement held to be invalid or unenforceable by its terms, or as applied to any circumstance, may be construed so as to give it the maximum effect permitted by law, unless such holding may be one of utter invalidity or unenforceability, in which event such provision may be deemed severable from the Agreement and must not affect the remainder of the Agreement.

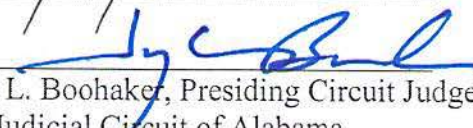
AGREED AND CONSENTED TO:

**BY THE ALABAMA ADMINISTRATIVE OFFICE OF COURTS**

I hereby certify that the foregoing Resolution Agreement reached by and between the DOJ, the Presiding Judge of the Alabama Tenth Judicial Circuit, AOC, and the JCC does not constitute an impermissible adoption or implementation of a local rule, which would be a violation of Article VI of the Alabama Constitution of 1901, applicable through the Rules of Court adopted by the Alabama Supreme Court. I further certify that the Presiding Judge of the Tenth Judicial Circuit, as a commissioned judicial officer of the Unified Judicial System of Alabama, is hereby authorized to undertake the actions, as set forth herein, to adopt and implement the undertakings required of the Tenth Judicial Circuit.


By:   
Randy Helms  
Administrative Director of Courts  
Heflin Torbert Judicial Building  
300 Dexter Avenue  
Montgomery, AL 36104

Date: 3/14/2018


By:   
Joseph L. Boohaker, Presiding Circuit Judge  
Tenth Judicial Circuit of Alabama  
Jefferson County Courthouse  
716 Richard Arrington Jr. Blvd. North  
Birmingham, AL 35203

Date: 3-15-2018


BY THE JEFFERSON COUNTY COMMISSION

By:   
Jimmie Stephens  
President of the Jefferson County Commission  
Jefferson County Courthouse  
716 Richard Arrington Jr. Blvd. North  
Birmingham, AL 35203  
Date: \_\_\_\_\_


FOR THE U.S. DEPARTMENT OF JUSTICE:

By:   
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Principal Deputy Assistant Attorney General  
Office of Justice Programs  
U.S. Department of Justice  
810 7<sup>th</sup> Street, NW  
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Date: 4/5/2018

By:   
Jay E. Town  
United States Attorney  
Northern District of Alabama  
U.S. Attorney's Office for the Northern  
District of Alabama  
1801 4<sup>th</sup> Avenue North  
Birmingham, AL 35203

Date: April 3, 2018

By:   
Michael L. Alston  
Director  
Office for Civil Rights  
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U.S. Department of Justice  
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Washington, DC 20531

Date: April 6, 2018