



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/24/2023

File ID: TMP-3235

Department: Municipal Court

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Court Referral Officer Contract between The Administrative Director of Courts Judicial Branch, State of Alabama and the City of Huntsville.

Resolution No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: NA

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 23 -

BE IT RESOLVED Resolution authorizing the Mayor to enter into a contract agreement between the City of Huntsville and the Administrative Director of Courts, on behalf of the City of Huntsville, a municipal corporation in the state of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as “Court Referral Officer Contract between the Administrative Director of Courts Judicial Branch, State of Alabama and the City of Huntsville.” consisting of five (5) and the date of August 24, 2023, appearing on the margin of the first page, together with the signature of the President or President Pro Tern of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 24th day of August 2023.

President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 24th day of August 2023.

Mayor of the City of Huntsville,
Alabama

COURT REFERRAL OFFICER CONTRACT
Between
THE ADMINISTRATIVE DIRECTOR OF COURTS
JUDICIAL BRANCH, STATE OF ALABAMA
and
City of Huntsville

This contract is made and entered into by and between the Administrative Director of Courts (hereinafter referred to as the "ADC") and City of Huntsville, (hereinafter referred to as the "Contractor").

Pursuant to the Mandatory Treatment Act of 1990, Section 12-23-4, Code of Alabama 1975, the ADC wishes to contract for Court Referral Officer ("CRO") services with you. Under this contract, the following services will be provided by the Contractor:

1. Work as a court referral officer for 40 hours a week in the City of Huntsville, in accordance with Administrative Office of Courts ("AOC") criteria and the provisions of the Mandatory Treatment Act of 1990 (Section 12-23-1, et seq. Code of Alabama 1975). General supervision and direction of CROs will be provided by local judges, the ADC and the AOC Court Referral Staff in accordance with Section 12-23-4(a), Code of Alabama.
2. Provide evaluation, referral and placement for defendants who are referred in the above-listed jurisdiction(s). Such services will be provided in accordance with the Operational Screening Criteria, the statewide Court Referral Program Policies and Procedures Manual, as revised from time to time by the AOC, as well as utilizing AOC approved testing instrument(s) authorized by the ADC or his designee in writing.
3. Provide case management plans, monitoring, and drug testing services for all appropriate defendants in accordance with the Operational Screening Criteria, the statewide Court Referral Program Policies and Procedures Manual, and/or the CRO Field Manual, as revised from time to time by the AOC.
4. Monitor compliance by referred defendants with specific court orders.
5. Provide all recordkeeping services required by the AOC concerning all defendants referred for alcohol and drug intervention services pursuant to the Mandatory Treatment Act. Records shall include all financial documents containing information on evaluation, monitoring, drug testing, rescheduling, and any and all other fees collected by the CRO. These records are subject to review at any time, with or without notice. All CRO files are the property of both the AOC and the entity that has the contract for that area. Additionally, provide automated data to the AOC as required in a format compatible with the existing AOC database or any AOC database which may supersede the existing database during this contract period. All reports are due by the 10th of each month; reimbursement checks will not be released to you until AOC receives your report; failure to timely submit your monthly report may constitute immediate grounds for cancellation of this contract.
 - a. In order to provide a reputable, credible financial reporting system and to comply with the demands of the technology utilized, partial payments are not to be collected unless specifically ordered by the judge for a particular individual. In such case, a copy of this order must be included in the client's file and accompany each monthly report that includes the partial payment. Aside from this specific judicial order, full payment must be made and a receipt generated upon receiving the full payment for the individual service.
 - b. Reports should be reviewed by the submitting CRO and Director prior to their submission to AOC. Reports containing errors will not be sufficient for receiving the respective program's monthly reimbursement and funds will be held by AOC until corrected reports are submitted.
6. During the contract period, participate in CRO certification, and all continuing education training programs required by the AOC.
7. Utilize all available education and treatment services for defendants in accordance with the Operational Screening Criteria, policies and procedures established in the CRO Field Manual and the Court Referral Program Policies and Procedures Manual as revised from time-to-time by the AOC.
8. Collect, issue pre-numbered receipts for, and deposit daily in FDIC or FSLIC insured financial institutions, all assessment, monitoring, and indigent offender alcohol and drug treatment fees of defendants referred for alcohol and drug intervention services in accordance with the Mandatory Treatment Act and provide an accounting of such funds in conjunction with the regular annual audit. Such fees shall be forwarded by the tenth day of each

President or Pro Tem of the City Council
of the City of Huntsville, Alabama
Date: 8/24/2023

month to the State Comptroller as provided by the Mandatory Treatment Act, utilizing standard reporting forms provided by the AOC. A copy of each report must also be provided to the CRO Program Manager at AOC. Failure to timely remit these fees shall constitute grounds for immediate cancellation of your contract. Additionally, you are expressly prohibited from using any defendant fees provided by this paragraph for personal or business use of any kind, as such practice will constitute immediate grounds for cancellation of this contract and may result in criminal prosecution.

9. Provide evaluation, referral, placement, case management plans, drug testing, and monitoring plans for all defendants granted diversion from prosecution for drug offenses established in Section 12-23-5, Code of Alabama 1975, by the prosecutor(s) in your service area.
10. Provide training and technical assistance to the judiciary, law enforcement agencies, treatment programs, and general public in the service area on the services provided/offered under the Mandatory Treatment Act in conjunction with the Court Referral Program staff at AOC.
11. In addition to these duties, a court referral officer must successfully attend, complete and become fully certified or maintain full certification status as a court referral officer following the annual court referral officer certification program. Failure to become certified, or maintain full certification status as a court referral officer is cause for immediate termination of this contract.
12. Perform such other duties to further the purposes of the Mandatory Treatment Act as directed by the court or the ADC (or her designees).
13. Submit to an annual site visit by the AOC staff to audit adherence to the Court Referral Officer Field Manual. This site visit will be comprehensive every year. The comprehensive site visit will consist of a scoring system, multiple day visits and a jurisdictional Judges & Clerks survey or questionnaire that will determine if the contract will be offered to your agency or program the following year.
14. In order to develop an automated defendant tracking system which is uniform throughout the state, AOC is requiring all CRO contract providers to use MIDAS. The contractor will be granted ____ Active Directory accounts for specific, designated Court Referral Officer Program users to access the MIDAS system at no charge. All components of MIDAS must be used by the contracting agency to include, but not be limited to reports, forms, accounting, and drug testing. The MIDAS Administrator has the right to immediately revoke or suspend a user or the contracting agency from the use of MIDAS for any detected, suspected or alleged misuse after consultation with, and the approval of, the State Coordinator of Court Referral Programs.
15. The Director must attend in person, or through a designated staff member by proxy all court referral meetings called by the AOC during the certification period. The director must personally attend at least 50% of those meetings. If the meeting is offered through Zoom or any other audio-video communication platform, the director or designee must be available for the Zoom meeting.
16. The Contractor's Local Policy and Procedure Manual must accompany this contract at the time of its submission.
17. In addition to Item 8 above, collect court costs, fines, fees and other assessments owed by defendants upon the discretion of the presiding circuit judge, circuit clerk, and the court referral director. Collection procedures for these monies will be provided by the Administrative Director of Courts or his designee(s).
18. Anti-"Double-Dipping" Policy: Court Referral Officers and monitoring specialists operating under a Community Corrections program are prohibited from assessing duplicative fees for providing the same service, also known as "double-dipping." For example, a CRO or monitoring specialist who monitors a defendant and assesses a monitoring fee under the auspices of the Mandatory Treatment Act of 1990 shall not also assess a "supervision fee" or "user fee" or any other fee authorized by the "Alabama Community Punishment and Corrections Act" when providing the same service to a defendant or where no additional service distinguishable from a monitoring session occurs. Violation of this policy shall result in immediate termination of the Court Referral Officer services contract.

Specific instructions relative to work to be performed under the terms of this contract will be provided by the ADC, her assigns or successors.

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.

The Contractor will be reimbursed monthly **\$13,703.00** for services performed under the terms of this contract for CRO salaries, FICA, fringe benefits, administrative services, utilities, rent, office supplies and/or travel. The maximum total amount to be reimbursed under the terms of this contract is **\$164,436.00**. Billing must be provided by the Contractor to the AOC on a monthly basis. The Contractor and the ADC further agree that their mutual responsibilities provided by this agreement shall be contingent upon the availability of funds in the CRO Trust Fund for the performance of the agreement including the reimbursement of expenses, and that such responsibilities shall terminate if said funds cease to be available.

A detailed budget proposal outlining anticipated income and expenditures shall be submitted to AOC no later than November 1, 2023, or no more than 30 days after the effective date of this contract. Additionally, a Certified Financial Statement or an annual audit conducted by a Certified Public Accountant based on generally accepted accounting standards and procedures reflecting all revenue and expenditures for Fiscal Year 21-22 shall be submitted to AOC by no later than September 30, 2023.

In the performance of his/her contractual obligations hereunder, the Contractor agrees that he/she will at all times indemnify and save harmless the Unified Judicial System, its elected and appointed officials, employees, and agents, including, the ADC, the AOC, the municipal, district, circuit, and other courts, their judges, clerks, registers and employees, from any loss or claim for damages of any nature whatsoever against those parties, arising out of its negligence, gross negligence, or willful misconduct in the performance of this contract by the Contractor, his/her successors or assigns, including claims by third parties. It is expressly understood and agreed by the parties hereto that no liability shall attach to the Unified Judicial System, the ADC, the AOC, or officials, employees, and agents thereof by reason of entry into this contract, except as expressly provided herein.

The Contractor agrees at his own expense to obtain and maintain broad form comprehensive general liability insurance in an amount of not less than \$500,000.00 per occurrence, with umbrella coverage provided for a minimum of \$500,000.00. Such insurance coverage shall be maintained in full force and effect during the duration of this contract and for a period of one year following the expiration of this contract, or any renewal thereof. The Contractor also agrees to ensure that he/she will be bonded in an amount sufficient to cover any potential loss to the State of Alabama based on estimated revenues for the area served by your agency under this contract. Before this contract is effective, the Contractor shall furnish the ADC proof of insurance coverage by a certificate of insurance and proof of adequate bond. The Contractor agrees that he/she will operate in accordance with all applicable federal, state and local laws, ordinances, codes and regulations including, but not limited to, the Civil Rights Act of 1964, as amended; the Americans With Disabilities Act of 1990, as amended; and the Civil Rights Act of 1991, as amended.

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 Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then that conflicting provision in the contract shall be deemed null and void. In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center of Dispute Resolution of the Alabama State Bar. The contractor understands and agrees that neither he or she, nor his or her employees, agents, volunteers, etc., will be subject to the provisions of, or entitled to the benefits of, the State Merit System Law as a consequence of this contract.

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 there from.

Date _____