



# Huntsville, Alabama

305 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 8/14/2025

**File ID:** 2025-705

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**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:**

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

**Additional Comments:**

**RESOLUTION NO. 25-633**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized 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 nine (9) pages, and the date of August 14, 2025, 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 14th day of August, 2025.

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

**APPROVED** this the 14th day of August, 2025.

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Mayor of the City of Huntsville,  
Alabama

**COURT REFERRAL OFFICER CONTRACT**  
**Between**  
**THE ADMINISTRATIVE DIRECTOR OF COURTS**  
**and**  
**City of Huntsville**

This Agreement is made and entered into by and between the Administrative Director of Courts ("ADC") and City of Huntsville ("Contractor").

**1. Term**

1.1 This Agreement will be in effect for the period **October 1, 2025**, through **September 30, 2026**, unless terminated earlier in accordance with the terms of this Agreement.

1.2 Contractor acknowledges and understands that this Agreement is not effective until it has received all requisite state government approvals, and Contractor shall not begin performing work under this Agreement until notified to do so by AOC. Contractor is entitled to no compensation for work performed prior to the effective date of this Agreement.

**2. Compensation**

2.1 Based upon projections made from program participation from the previous fiscal year, Contractor will be paid **\$12,472.00** monthly for services performed under the terms of this Agreement. The maximum total amount to be paid under the terms of this Agreement may not exceed **\$149,664.00**.

2.2 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 Alcohol and Drug Abuse Court Referral Officer Trust Fund for the performance of the Agreement and that such responsibilities shall terminate if said funds cease to be available.

2.3 A detailed budget proposal outlining anticipated income and expenditures shall be submitted to the AOC no later than **November 1, 2025**. 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 2025 (October 1, 2024 – September 30, 2025) shall be submitted to AOC by no later than September 30, 2026.

**3. Duties**

Pursuant to § 12-23-4, Code of Alabama 1975, of the Mandatory Treatment Act of 1990, the ADC is authorized to appoint and contract for Court Referral Officer ("CRO") services. Under this Agreement, the following services will be provided by the Contractor:

3.1 Provide certified CROs to work 40 hours a week in the City of Huntsville ("Service Area"), in accordance with Administrative Office of Courts ("AOC") criteria and the provisions of the Mandatory Treatment Act of 1990 (§§ 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 § 12-23-4(a).

3.2 Provide evaluation, referral, and placement for defendants who are referred within your Service Area. Such services shall be provided in accordance with the Operational Screening

Criteria and the State of Alabama Court Referral Officer Program Policy & Procedure Field Manual ("CRO Manual"), as revised from time to time by the AOC, as well as utilizing AOC approved testing instrument(s) authorized by the ADC.

3.3 Provide case management plans, monitoring, and drug testing services for all appropriate defendants in accordance with the Operational Screening Criteria and the CRO Manual, as revised from time to time by the AOC.

3.4 Monitor compliance by referred defendants with specific court dates.

3.5 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 AOC review at any time, with or without notice. All CRO files are the property of both the AOC and Contractor. 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.

3.5.1 All reports are due by the 10<sup>th</sup> of each month; monthly installments under this Agreement will not be released until AOC receives the monthly report; **failure to timely submit the monthly report may constitute immediate grounds for cancellation of this contract.**

3.5.2 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 defendant's file and accompany each monthly report that includes the partial payment. Aside from a specific judicial order, full payment must be received and a receipt generated upon receiving the full payment for the individual service.

3.5.3 Reports should be reviewed carefully prior to submission to the AOC. Reports containing errors will not be sufficient for receiving the respective program's monthly reimbursement and funds will be held by the AOC until corrected reports are submitted.

3.6 Contractor shall ensure that all CROs or monitoring specialists, as that term is used in the CRO Manual, working under this Agreement successfully attend and complete the AOC annual CRO certification program to become certified or to maintain certification status as a CRO. **Failure of any CROs providing services under this Agreement to become certified or maintain full certification status as a CRO is cause for immediate termination of this contract.**

3.7 Utilize all available education and treatment services for defendants in accordance with the Operational Screening Criteria, the CRO Manual, and Administrative Policies and Procedures for Court Referral Education Programs, as revised from time-to-time by the AOC.

3.8 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 and provide an accounting of such funds in conjunction with the regular annual audit. Such fees shall be forwarded by the 10<sup>th</sup> of each month to the State Comptroller for deposit in the Alcohol and Drug Abuse Court

Referral Officer Trust Fund, using standard reporting forms provided by the AOC. A copy of each report must also be provided to the AOC State Coordinator of Court Referral Programs. Failure to timely remit these fees shall constitute grounds for immediate cancellation of this Agreement. Additionally, Contractor is expressly prohibited from using any defendant fees for personal or business use of any kind, as such practice will constitute immediate grounds for cancellation of this Agreement and criminal prosecution.

3.9 Collect court costs, fines, fees, and other assessments owed by defendants. Collection procedures for these monies will be provided by the ADC.

3.10 Provide evaluation, referral, placement, case management plans, drug testing, and monitoring plans for all defendants granted diversion from prosecution for drug offenses established in § 12-23-5, Code of Alabama 1975, by the prosecutor(s) in your Service Area.

3.11 Provide training and technical assistance to the judiciary, law enforcement agencies, treatment programs, and general public regarding services offered under the Mandatory Treatment Act in conjunction with the AOC Court Referral Program staff.

3.12 Perform such other duties to further the purposes of the Mandatory Treatment Act as directed by the court, the ADC, or designees of the ADC.

3.13 Submit to an AOC comprehensive annual site visit to audit adherence to the CRO Manual. The multiple-day site visit will include a scoring system and a survey/questionnaire completed by the judges and clerks within your Service Area. The results determine if the contract will be reoffered the following year.

3.14 In order to develop an automated defendant tracking system which is uniform throughout the state, AOC requires all CROs to use MIDAS. AOC provides MIDAS at no charge to Contractor. All components of MIDAS must be used including, but not limited to, reports, forms, accounting, and drug testing. The MIDAS Administrator has the right to immediately revoke or suspend the use privileges of Contractor or any user who has access through Contractor pursuant to this Agreement for any detected, suspected, or alleged misuse after consultation with and approval of the AOC State Coordinator of Court Referral Programs.

3.15 The Contractor CRO Director or designee must attend all court referral program meetings called by AOC during the certification period. The Contractor CRO 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 Contractor CRO Director or designee must be available for the Zoom meeting.

3.16 Specific instructions relative to work to be performed under the terms of this Agreement will be provided by the ADC or his designees.

#### **4. Termination**

4.1 The ADC may terminate this Agreement, effective immediately, as previously provided in this Agreement or for any violation of the Mandatory Treatment Act or the CRO manual.

4.2 The ADC or Contractor may terminate this Agreement for convenience and without cause by giving written notice of such termination, specifying the effective date thereof at least 90

business days before the effective date of such termination. If the Agreement is terminated as provided herein, Contractor shall receive the amounts that would be due hereunder for services fully delivered under the Agreement through the date of termination.

## **5. Government Compliance**

5.1 Indemnity. In the performance of its contractual obligations hereunder, the Contractor agrees that it 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 and circuit courts, and 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 Agreement by Contractor, its 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.

5.2 Insurance. The Contractor agrees at its own expense to obtain and maintain broad form comprehensive general liability insurance in an amount 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 Agreement and for a period of one year following the expiration of this Agreement, 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 Service Area. Before this Agreement is effective, the Contractor shall furnish the ADC proof of insurance coverage by a certificate of insurance and proof of adequate bond.

5.3 Compliance. The Contractor agrees that it 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, and the Americans with Disabilities Act of 1990, as amended.

5.4 Merit System Exclusion. Contractor understands that it and the ADC/AOC are, and shall remain, separate and distinct entities. The relationship between Contractor and the ADC/AOC is purely contractual in nature. Contractor and the ADC/AOC will maintain an independent contractor relationship to provide the required services. Contractor, its agents, representatives, employees, distributors, and/or volunteers will not be considered employees of the ADC/AOC, nor shall they be entitled to participate in any State of Alabama retirement or pension plan or program, group insurance program, or other program designed to benefit employees of the Unified Judicial System or the State of Alabama. Services performed pursuant to the agreement are not rendered as employees of ADC/AOC or the State of Alabama. Amounts paid pursuant to the executed Agreement do not constitute compensation paid to an employee.

5.5 Anti-Double-Dipping Policy: CROs and monitoring specialists, as that term is used in the CRO Manual, 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 this Agreement.**



5.6 Immigration. Contractor will comply with the requirements of all state and federal laws regarding employment verification and retention of verification forms for any individuals who will perform any labor or services under the contract. By signing this agreement, Contractor affirms that for the duration of the agreement the Contractor 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.

5.7 No Boycotts. In compliance with Ala. Code § 41-16-5, 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.

5.8 No Economic Boycotts. In compliance with Ala. Act No. 2023-409, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

5.9 Board of Adjustment. 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, the Contractor agrees that its sole remedy is the filing of a claim with the Board of Adjustment for the State of Alabama as provided in §§ 41-9-60, *et seq.*, Code of Alabama 1975.

5.10 Alternative Dispute Resolution. For any and all other disputes arising under the terms of this Agreement 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 for Dispute Resolution of the Alabama State Bar.

5.11 Debarment, Suspension, Ineligibility and Voluntary Exclusion. In accordance with Executive Order Executive Orders 12549 and 12689, as well as 2 CFR part 180, subparts A through I, AOC cannot make subgrants or permit contracts or subcontracts at any tier to any party, which is debarred or suspended or otherwise excluded from or ineligible for participation in any federal assistance programs in accordance with the Department of Justice or the Department of Health and Human Services regulations.

If applicable, the contractor certifies, by signing this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a federal department or agency. Where the contractor is unable to certify the above statement, such prospective participant shall attach an explanation and must receive an exception from the Department of Justice and the Department of Health and Human Services under § 2 CFR 180.135 before any award, renewal, or extension may be made.

The contractor understands and agrees that it will include the above statements in all of its contracts, subcontracts, grants, subgrants, and any other documents resulting from or related to the executed contract.

5.12 Immunity. As an entity of State government, the ADC/AOC is immune from being made a defendant in any court of law or equity by operation of Art. I, § 14, Ala. Const. 1901 (Recomp.), which immunity is not waivable and is not waived by any provision of this Contract.

5.13 This Contract does not create or constitute a debt against or incurred by the State of Alabama for purposes of Art. XI, § 213, Ala. Const. 1901 (Recomp.).

5.14 Choice of Law/Venue. This Agreement shall be governed by the laws of the State of Alabama. All services under the Agreement will be performed in accordance with applicable state and federal law, statutes, provisions, or regulations and any federal or state court orders that pertain to the State of Alabama for which the ADC/AOC is required to adhere.

5.15 Severability. All provisions of this Agreement are severable, and any provision of this Agreement found by a court of competent jurisdiction to be invalid or unenforceable will not affect the validity or enforceability of any other provision of this Agreement. To the extent legally permissible, the Parties will replace any illegal, invalid, or unenforceable provision of this Agreement with a valid provision that will implement the intended purpose of the illegal, invalid, or unenforceable provision.

5.16 Waiver. The terms and provisions of this Agreement and all references and incorporations to the Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. Failure to enforce any provision of this Agreement shall not constitute a waiver of any other provision hereof or a relinquishment of either party's right to enforce the same in accordance with the Agreement. Any waiver of the terms of this Agreement shall not be valid unless such waiver is in writing and signed by the waiving party. A waiver in once instance shall not be deemed a continuing waiver unless expressly stated in writing and signed by the waiving party.

5.17 Entirety. This Agreement constitutes the entire and only agreement between the parties relating to the services described herein, and all prior negotiations, representations, agreements, and understandings are hereby superseded. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the parties.



Contract No.: C26006045

IN WITNESS WHEREOF, the ADC and the Contractor execute this Agreement by their respective duly authorized officers on the date and year hereinafter written.

CONTRACTOR: City of Huntsville

\_\_\_\_\_  
Federal Employer ID #


8/14/2025

\_\_\_\_\_  
Date

Name: Tommy Battle

Title: Mayor

ADMINISTRATIVE DIRECTOR OF COURTS



\_\_\_\_\_  
Nathan Wilson  
Director

7/15/25  
Date

# **ADDENDUM TO COURT REFERRAL OFFICER CONTRACT**

**Between  
THE ADMINISTRATIVE DIRECTOR OF COURTS  
and the  
THE CITY OF HUNTSVILLE**

The following Addendum is hereby made a part of and is specifically incorporated into the above-described contract (the "Contract") and is being signed simultaneously therewith:

1. The parties acknowledge and agree that the City of Huntsville (herein referred to as the "Contractor") is a self-insured municipality and that this self-insured status satisfies all insurance requirements for the Contractor set forth in the Contract. The parties further acknowledge and agree that the Contractor's liability under the Contract is limited pursuant to Sections 11-47-23 and 11-47-190 of the Code of Alabama 1975.
2. In the case of conflict between any of the provisions of this Addendum and any provisions in paragraph 5.2 of the Contract, the provisions of the Addendum shall control.
3. All other terms and conditions of the Contract, except as modified by this Addendum, are ratified and confirmed by the parties.

CONTRACTOR: The City of Huntsville

\_\_\_\_\_  
Federal Employer ID#

\_\_\_\_\_  
Authorized Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Nathan Wilson  
Administrative Director of Courts

\_\_\_\_\_  
Date

**ADDENDUM TO COURT REFERRAL OFFICER CONTRACT**

**Between  
THE ADMINISTRATIVE DIRECTOR OF COURTS  
and the  
THE CITY OF HUNTSVILLE**

The following Addendum is hereby made a part of and is specifically incorporated into the above-described contract (the "Contract").

5.18 This Contract and any renewal(s) thereof are subject to the appropriation of funds to AOC to fulfill the contract obligations; the contract will be subject to termination if such funds cease to be available. Should funding or service requirements relative to any executed agreements be altered, those agreements may be amended accordingly. In the event of the proration of the fund from which payment under any contract is to be made, that contract will be subject to termination. AOC will use its best efforts to secure sufficient appropriations to fund any executed contract. Obligations of AOC under any executed contract will cease immediately, however, without penalty or further payment being required, if the Alabama Legislature fails to make an appropriation sufficient to pay such obligation. AOC will determine whether amounts appropriated are sufficient. AOC will give Contractor notice of insufficient funding as soon as practicable after AOC becomes aware of the insufficiency. Contractor's obligation to perform will cease upon the receipt of such notice.

All other terms and conditions of the Contract, except as modified by this Addendum, are ratified and confirmed by the parties.

CONTRACTOR: THE CITY OF HUNTSVILLE

\_\_\_\_\_  
Name: Tommy Battle  
Title: Mayor

August 14, 2025  
Date

ADMINISTRATIVE DIRECTOR OF COURTS

\_\_\_\_\_  
Nathan Wilson  
Director

\_\_\_\_\_  
Date