

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: Aug 11, 2016

Action Requested By: Municipal Court

Agenda Type: Resolution

Subject Matter:

Contract Between the City of Huntsville Municipal Court and the Administrative Director of Courts for the Court Referral Officer Program.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into a contract with the Administrative Director of Courts and the City of Huntsville Municipal Court for the Court Referral Officer Program

Note: If amendment, Please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what council action will provide, allow and accomplish and; any other information that might be helpful.

Renewal of Annual Contract.

Associated Cost: _____ Budgeted Item: _____

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head:  _____

Date: Jul 28, 2016

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Municipal Court Council Meeting Date: 8/11/2016

Department Contact: Ronald Bowman Phone # 256-427-7803

Contract or Agreement: Court Referral Officer Contract Between the Administrative Director of Courts

Document Name: Court Referral Officer (CRO) Contract Renewal

City Obligation Amount:

Total Project Budget:

Uncommitted Account Balance:

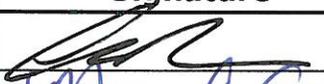
Account Number:

Procurement Agreements

Select...	Select...
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Grant-Funded Agreements

Select...	Grant Name: <input style="width: 95%;" type="text"/>
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Department	Signature	Date
1) Originating		
2) Legal	<i>Way C. Cates</i>	<i>8/3/2016</i>
3) Finance	<i>M. Berglund</i>	<i>8-3-16</i>
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 16-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into a contract with 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 and the City of Huntsville Municipal Court," consisting of five (5) pages plus the Contract Review Report with an additional three(3) pages and the date of August 11, 2016, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 11th day of August, 2016.

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

APPROVED this the 11th day of August, 2016.

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 Municipal Court

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 Municipal Court, (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

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 program meetings called by AOC during the certification period. The director must personally attend at least 50% of those meetings.
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).

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

The Contractor will be reimbursed monthly **\$9,590.12** 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 **\$115,081.50**. 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, 2016, or no more than 30 days after the effective date of this contract.

Additionally, a detailed year-end actual budget and certified financial statement listing all income and expenditures made during the contract period 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 2014-15 shall be submitted to AOC by no later than September 30, 2016.

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. The contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama. 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.

ADDENDUM TO COURT REFERRAL OFFICER CONTRACT

Between

THE ADMINISTRATIVE DIRECTOR OF COURTS
JUDICIAL BRANCH, STATE OF ALABAMA

and

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 (hereinafter 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 of the Contract, the provisions of this 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: PERSON

Federal Employer ID#

Authorized Officer Title

Date:

Rich Hobson
Administrative Director of Courts

Date:

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.

Eric L. Locke, Staff Attorney
Administrative Office of Courts

Date:

This contract has been reviewed for and is approved as to content.

Cheryl Plato-Bryant, State Coordinator
Court Referral Programs

Date:

State of Alabama)

County of Madison)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by Act 2012-491)

DATE: July 28th, 2016

RE Contract/Grant/Incentive (describe by number or subject): Court Referral Program by and between City of Huntsville Municipal Court (Contractor/Grantee) and Administrative office of Courts (State Agency or Department or other Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of Presiding Judge with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:

- a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

- (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.
- (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
4. Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this 28th day of July, 20 16.

City of Huntsville Municipal Court
Name of Contractor/Grantee/Recipient

By: 

Its Presiding Judge

The above Certification was signed in my presence by the person whose name appears above, on

this 28th day of July, 20 16.

WITNESS: 

Ronald Bowman
Print Name of Witness



State of Alabama Disclosure Statement

Required by Article 3B of Title 41, Code of Alabama 1975

ENTITY COMPLETING FORM	City of Huntsville Municipal Court		
ADDRESS	P.O. Box 2829		
CITY, STATE, ZIP	Huntsville, AL 35804	TELEPHONE NUMBER	(256) 427-7803

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD			
City of Huntsville Municipal Court			
ADDRESS			
P.O. Box 2829			
CITY, STATE, ZIP			TELEPHONE NUMBER
Huntsville, AL 35804			(256) 427-7803

This form is provided with:

Contract
 Proposal
 Request for Proposal
 Invitation to Bid
 Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

Yes
 No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED
AOC - Court Referral Programs		

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

Yes
 No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT
N/A		

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY
N/A		

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
N/A			

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

N/A

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

N/A

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

 _____
Signature Date 7/25/16

 _____
Notary's Signature Date 7/28/16 Date Notary Expires 4/20/2019

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

Contract Review Permanent Legislative Oversight Committee
Alabama State House
Montgomery, Alabama 36130

CONTRACT REVIEW REPORT

(Separate review report required for each contract)

Name of State Agency: Administrative Office of Courts

Name of Contractor: City of Huntsville Municipal Court

Contractor's Physical Street Address (No P.O. Box) _____ City _____ ST _____

* Is Contractor organized as an Alabama Entity in Alabama? YES NO _____
* If not, has it qualified with the Alabama Secretary of State to do business in Alabama? YES _____ NO _____

Is Act 2001-955 Disclosure Form Included with this Contract? YES NO _____

Does Contractor have current member of Legislature or family member of Legislator employed? YES _____ NO _____

Was a lobbyist/consultant used to secure this contract OR affiliated with this contractor? YES _____ NO _____

If Yes, Give Name: _____

Contract Number: _____

Contract/Amendment Total: \$ 115,081.50 (estimate if necessary)

% State Funds: _____ % Federal Funds: _____ % Other Funds: 100 **

**Please Specify Source of Other Funds (Fees, Grants, etc.) CRO Trust Fund

Date Contract Effective: October 1, 2016 Date Contract Ends: September 30, 2017

Type Contract: NEW: RENEWAL: _____ AMENDMENT: _____
If Renewal, was it originally Bid? Yes _____ No _____

If AMENDMENT, Complete A through C:

(A) Original contract total \$ _____

(B) Amended total prior to this amendment \$ _____

(C) Amended total after this amendment \$ _____

Was Contract Secured through Bid Process? YES _____ NO Was lowest Bid accepted? Yes _____ No _____

Was Contract Secured through RFP Process? YES _____ NO Date RFP was awarded: _____

Posted to Statewide RFP Database at <http://rfp.alabama.gov/Login.aspx> YES _____ No _____

If no, please give a brief explanation:

Summary of Contract Services to be Provided: To hire Court Referral Officers and provide services mandated by sections 12-23-1 through 12-23-19, code of Alabama, 1975, the Mandatory Treatment Act 1990.

Why Contract Necessary AND why this service cannot be performed by merit employee: Compliance with statute

I certify that the above information is correct.

Signature of Agency Head

Signature of Contractor

Printed Name

Tommy Battle
Printed Name

Agency Contact: Leslie Jacques Phone: 334-954-5066

IMMIGRATION STATUS

I hereby attest that all workers on this project are either citizens of the United States or are in a proper and legal immigration status that authorizes them to be employed for pay within the United States.



Signature of Contractor



Witness



Date