

July 24, 2018

Contract 18-117

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: **Contract 18-117:**
State of Montana, Office of Court Administration
the 8th Judicial District Youth Court
Random Home Visits Contract #19-002-YCS-08

ACTION REQUESTED: Approve Contract 18-117

PRESENTED BY: Dave Philipps, Undersheriff
Sheriff's Office

SYNOPSIS:

The Cascade County Sheriff's Office provides random home visits to juveniles as ordered by the Juvenile Drug Court to ensure accountability and compliance relative to curfews, drug and alcohol use, and appropriate supervision in the home. The contract effective dates are May 1, 2018 to June 30, 2019. The Sheriff's Office has been providing this service to the Juvenile Drug Court for many years and the service is viewed by the Drug Court as a vital component in working with the juveniles and their families. Reimbursed for the service is as follows:

- A rate of \$37.50 per hour, with a minimum of 3 hours cost per week which includes administrative duties.

Total payment under this agreement may not exceed \$6,000.00.

RECOMMENDATION:

Staff recommends that the Commission approve Contract 18-117, Random Home Visits

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Madam Chair, I move that the Commissioners approve Contract 18-117, Random Home Visits Contract #19-002-YCS-08 between State of Montana, Office of Court Administration and the 8th Judicial District Youth Court.

MOTION TO DENY:

Madam Chair, I move that the Commissioners deny Contract 18-117, Random Home Visits Contract #19-002-YCS-08 between State of Montana, Office of Court Administration and the 8th Judicial District Youth Court.

Random Home Visits Contract #19-002-YCS-08

THIS CONTRACT is entered into by and between the State of Montana, Office of Court Administrator and the **8th Judicial District Youth Court** (hereinafter referred to as the "State"), whose address and phone number are Youth Court Services, 415 Second Ave. North # 108, Great Falls, MT 59401 (406) 454-6880 and the Office of Court Administrator whose mailing address and phone number are PO Box 203002, Helena, MT 59620-3002, (406) 444-1403 (collectively referred to as "State"), and **Cascade County Sheriff's Office** (hereinafter referred to as the "Contractor"), whose address and phone number are 3800 Ulm North Frontage Road, Great Falls, Montana 59404 and (406) 454-6820. The purpose of this contract is to provide FY 2017 Preventive Incentive Funds (PIF) to the 8th Judicial District Youth Court for Random Home Visitation Services.

THE PARTIES AGREE AS FOLLOWS:

1. EFFECTIVE DATE, DURATION, AND RENEWAL

This contract shall take effect on **May 1, 2018 and terminate on June 30, 2019**, unless terminated earlier in accordance with the terms of this contract (Section 18-4-313, MCA). In no event is this contract binding on the State unless the State's authorized representative has signed it.

2. SERVICES AND/OR SUPPLIES

The Contractor agrees to provide to the State the following:

Cascade County Sheriff's Office will complete random home visits for Juvenile Drug Court youth to ensure accountability. Deputies will check for curfew compliance, appropriate parental supervision and drug and alcohol use.

3. WARRANTY OF SERVICES

3.1 Performance Warranties. Contractor warrants that the services provided conform to the contract requirements, including all descriptions, specifications and attachments made a part of this contract. The State's acceptance of services provided by Contractor shall not relieve Contractor from its obligations under this warranty. In addition to its other remedies under this contract, at law, or in equity, the State may, at Contractor's expense, require prompt correction of any services failing to meet Contractor's warranty herein. Services corrected by Contractor shall be subject to all the provisions of this contract in the manner and to the same extent as services originally furnished.

3.2 Warranties Regarding Organization, Authority, No Conflict, and Enforceability. Contractor is a business entity duly organized, validly existing and in good standing under the laws of the State of Montana and has the power and authority to enter into the contract and the transactions contemplated therein. The consummation of the transactions contemplated in the contract shall not conflict with or result in a breach of any of the terms, provisions or conditions of Contractor's charter documents, any applicable laws or any order, writ, injunction, judgment or decree of any court, regulatory or governmental authority or any agreement or instrument to which Contractor is a party or by which Contractor is bound. The contract has been duly authorized, executed and delivered by Contractor and is valid, enforceable and binding upon Contractor in accordance with its terms. Contractor is not subject to any pending or threatened litigation or governmental action that could interfere with performance of its obligations hereunder.