



Sawyer County

Agenda

Criminal Justice Coordinating Council Meeting
Monday, July 9, 2018 @ 7:30 AM
Assembly Room

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1. CALL TO ORDER
 2. CERTIFICATION OF COMPLIANCE WITH THE OPEN MEETINGS LAW
 3. PLEDGE OF ALLEGIANCE
 4. MEETING AGENDA
 - 3 5. MINUTES FROM PREVIOUS MEETING
 - a. [CJCC June 25 2018 Minutes](#)
 - 4 - 8 6. JUSTICE POINT UPDATE
 - a. [Sawyer-JusticePoint DRAFT Service Contract v2](#)
 7. CRIMINAL JUSTICE COORDINATOR POSITION UPDATE
 8. BAIL BOND TESTING UPDATE
 9. DA STAFF RESOLUTION - DISCUSSION ONLY
 - 9 - 11 10. REPORTS
 - a. [061918 MOU for CJCC](#)
 - b. Update from James Schlender on MOU with LCO TGB for Justice Point
 11. NEW BUSINESS
 12. DATE OF NEXT MEETING

A majority of the members of the County Board of Supervisors or of any of its committees may be present at this meeting to listen, observe and participate. If a majority of any such body is present, their presence constitutes a "meeting" under the Open Meeting Law as interpreted in State ex rel. Badke v. Greendale Village Board, 173 Wis. 2d 553 (1993), even though the visiting body will take no action at this meeting.

Draft Minutes of the meeting of the Criminal Justice Coordinating Council
June 25, 2018; 7:30 a.m. Sawyer County Assembly Room, Sawyer County Courthouse

Members present; Assistant District Attorney Aaron Marcoux, Sawyer County Board Representative James Schlender, Sawyer County Board Representative Kathy McCoy, Department of Corrections Representative Jeff Schley, State Public Defender Officer Representative Ryan Reid, Lt. Joe Sajdera

Others present: Paul Grahovac, Tammy Bergum, Rose Lillyroot, Eileen Simak

ADA Marcoux called the meeting to order at 7:41a.m.

Motion by Schlender, second by Reid to approve the agenda as presented. Motion carried.

Motion by McCoy, second by Reid to approve the minutes of the June 11, 2018 meeting. Motion carried.

Administrator Hoff updated the Council that money for the Justice Point data collection project had been reallocated at the June 21, 2018 full board meeting. Discussion on funding for the project and Mr. Schlender stressed the need for LCO to be able to access the results of the study and to have ownership of the data.

District Attorney Bruce Poquette arrived at 7:47 a.m.

Discussion of timeline for hiring a CJCC Coordinator. The council would like to have the position filled by August 1, 2018.

Discussion regarding bail bond testing, CCS and next steps. Tammy Bergum updated the council that she had a trial run working with new arrestees from the Sawyer County jail, she learned a lot and everyone at the jail has been great to work with.

ADA Marcoux presented a draft resolution pertaining to Urging the State of Wisconsin to Increase Compensation for Defense Counsel Assigned by the State Public Defender. Motion by Schlender, second by McCoy to endorse the resolution as presented and advance it to the Public Safety Committee of the Sawyer County Board. Motion carried.

Discussion and review of the MOU Mr. Schlender drafted. Mr. Schlender asked the council to review the MOU and offer input.

Topics for next CJCC meeting to include: MOU, review contract with Justice Point and draft resolution to add staff to the Sawyer County District Attorney's Office.

Next meeting date is July 9, at 7:30 a.m.

Minutes recorded by Rose Lillyroot

**CONTRACT FOR
SERVICES**

Between

SAWYER COUNTY

AND

JUSTICEPOINT, INC.

THIS CONTRACT, entered into by and between JusticePoint, Inc. (hereinafter called "Contractor") incorporated under Wisconsin Statutes and Sawyer County (hereinafter called the "County") is for the purpose of operating a Sawyer County Pretrial Screening and Assessment Pilot Program, as identified in the Scope of Services below:

RECITALS

WHEREAS, The Sawyer County Board of Supervisors adopted the 2018 budget, which included funding for a Pretrial Screening and Assessment Pilot Program; and

WHEREAS, THE CONTRACTOR represents self as being capable, experienced and fully qualified to undertake, perform and fulfill the services, obligations, and conditions of this Contract:

NOW, THEREFORE, the parties do mutually agree as follows:

I. RETENTION OF SERVICES

Sawyer County hereby agrees to engage Contractor, and Contractor hereby agrees to perform all services under this Contract in accordance with its terms and conditions. Contractor agrees that time is of the essence for certain elements of this contract as established in the Scope of Services below, and will meet all deadlines and schedules as set forth.

II. GENERAL REQUIREMENTS

Contractor is required to:

- A. Do, perform, and carry out in a professional, timely, and proper manner, all of the services specified by this Contract.
- B. Coordinate with the Justice System Manager, or designee, and comply with the agreed time of schedules, work hours, and payment terms.
- C. Comply with background check requirements for all staff employed by JusticePoint in the provision of the services outlined under this contract. Prospective staff shall receive offers of employment that are conditional upon their passing a background

check to be conducted by the Sawyer County Sheriff's Office.

III. SCOPE OF SERVICES

The contractor shall provide and operate the following services/programs. Contractor shall provide these services as described in "JusticePoint Summary and Proposal – Sawyer County, 2018" as submitted except as may be modified or changed by this contract.

In consultation with system stakeholders, Contractor identified the following issues as being of particular concern within the County's justice system:

- Overcrowding in the jail
- Increase in felony level filings
- Inability of human services to continue drug testing levels
- Inactive CJCC
- Public defender availability in the area
- High percentage of cases are drug related
- High unemployment rate
- Lack of programming options
- Pretrial risk assessments are not conducted

In order to effectively identify programming options to begin to mitigate the aforementioned concerns, JusticePoint will conduct screening of the jail population according to the following parameters and with the following assessment instruments in order to better understand the make-up of the jail population:

- JusticePoint will conduct an analysis of the jail population in Sawyer County for a three month period of time.
- A part-time JusticePoint staff will be assigned to the area to conduct screening and assessment for a random population of defendants booked into the Sawyer County jail.
- Screening and assessment will take place three days per week, every week, for three months. The days will randomly be assigned, some weeks, Monday, Thursday, Saturday, another week, Tuesday, Wednesday, Thursday, another week, Tuesday, Friday, Saturday, etc.
- It is estimated that the Sawyer County jail averages 5 bookings per day. JusticePoint would attempt to screen and assess approximately 15-20 defendants per week.
- The screening and assessments tools JusticePoint proposes using are,
 - the Milwaukee County Pretrial Risk Assessment Instrument – Revised (MCPRAI-R), a pretrial risk assessment instrument;
 - the UNCOPE, an alcohol and drug screening tool;
 - the Kessler Psychological Distress Scale (K10), a mental health screening tool;
- JusticePoint will collect demographic data, such as, age, gender, race, geographic location, employment status, income level, highest grade completed, charge level/type, and new cases/warrants for individuals assessed/screened.

The current criminal justice system would continue to operate as if assessments were not being done, meaning that assessment results would not be used at this time to make any release decisions or programming recommendations. JusticePoint staff will conduct the assessments, enter the data into our data tracking system, and use the results for analysis and program recommendations.

IV. Staffing

The Contractor shall provide all personnel and equipment required to perform services under this contract.

Except as provided herein, the Contractor shall determine the methods, procedures and personnel policies to be used in initiating and furnishing services.

V. PROGRAM OUTCOMES

Upon completion of the screening and assessment period, JusticePoint will prepare a written report and in-person presentation of the results of the screening and assessment project. The report and presentation will focus on the following specific outcomes:

- Analysis of current pretrial felony jail population
- Recommendations for policies and programs targeted to address the risk and needs of the pretrial population
- Strategies for implementing policies and programs to address the issues identified by the county stakeholders

VI. DURATION OF CONTRACT

The contract period shall be for 4 months from July 15, 2018 to November 15, 2018 with the initial 90 days of the contract being the screening and assessment portion of the project and the final 30 days for data analysis and report preparation.

VII. COMPENSATION, BILLING AND PAYMENT

Contractor shall be compensated for work performed in general accordance with the applicable rules, procedures and regulations of Sawyer County.

JusticePoint will receive compensation in the amount of \$25,025.54 for the work described in this contract. Payment will be made on the following schedule:

1. Initial Payment (#1) - \$5,000, due within 15 days of execution of this contract
2. Ongoing Payment (#2) - \$10,000, due 60 days into this 120-day contract;
3. Final Payment (#3) - \$10,025.54, due upon receipt of written report and oral presentation of findings and recommendations.

VIII. COUNTY RESPONSIBILITIES

Space

Sawyer County shall provide office space for the Contractor as may be available for Screening and Assessment Services, phone, internet access, heat, light, maintenance, and janitorial services in the Sawyer County Jail.

Network Connections

Sawyer County will provide access to any data and/or information systems necessary for operation of the delivery of services here contracted.

IX. MODIFICATION OF CONTRACT

Sawyer County and JusticePoint may materially modify any provision of this contract by mutual writing signed by authorized representatives of both parties at any time.

X. GENERAL CONDITIONS

A. Access to Records/Audit & Open Records Law

Pursuant to the applicable Sawyer County rules and regulations, vendor understands that if requested by the County, it shall make available its business and/or program records relating to provision of services under the contract to the county auditors for purposes of an audit, quality assurance review, or for compliance with Wisconsin State Open Records Law. Vendor also agrees to comply with the Wisconsin State Open Records Law to the extent it is applicable to the vendor.

B. Indemnity

The Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the County, and its agents, officers and employees, from and against all loss or expense including costs and attorney’s fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Contractor, or its’ (their) agents which may arise out of or are connected with the activities covered by this agreement.

C. Insurance

The Contractor further agrees that in order to protect itself and County it will at all times during the term of this agreement keep in force and effect worker's compensation, comprehensive general, and auto liability insurance policies by a company or companies authorized to do business in Wisconsin with limits of:

Personal and bodily injury	Per person	\$1,000,000
	Per accident	\$2,000,000
Property damage:	Each Occurrence	\$500,000
	Aggregate	\$500,000

Contractor shall furnish satisfactory proof of insurance to County prior to the date of Contract Execution, or commencing work for the County. This insurance should name Contractor, its employees, officers, agents, and independent contractors within the coverage and limits stated above. Sawyer County shall be listed as an additional named insured. Said insurance coverage will provide that it will survive the termination of this Agreement and will provide coverage at any date a claim is made against any of the insurers whether or not any relationship exists between the County and Contractor.

D. Security

All employees and agents of the Contractor providing any pretrial program or service shall be subject to screening. This screening may include but not be limited to a reference check; criminal conviction check and active warrant check.

E. Non-Discrimination

The Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, sex or handicap, which shall include but not be limited to: recruitment or recruitment advertising; employment upgrading; demotion or transfer; lay-off or termination; rates of pay or other forms of compensation; selection for

training, including apprenticeship. A violation of this provision shall be sufficient cause for the County to terminate the contract pursuant to County Ordinance 56.17-Non-Discriminatory Contracts.

F. Independent Contractor

Nothing contained in this Contract shall constitute or be construed to create a partnership or joint venture between Sawyer County or its successors or assigns and Contractor or their successors or assigns. Neither Contractor nor Contractor’s employees shall be deemed to be employees of Sawyer County. Contractor is at all times acting and performing as an independent contractor duly authorized to perform the acts required hereunder.

IN WITNESS WHEREOF,

JUSTICEPOINT, INC. AND SAWYER COUNTY HAVE EXECUTED THIS CONTRACT EFFECTIVE [INSERT DATE].

For Sawyer County:

For JusticePoint, Inc.:

[INSERT AUTHORIZED OFFICIAL]

Nick Sayner, CEO

[INSERT AUTHORIZED OFFICIAL]

Edward Gordon, COO

MEMORANDUM OF UNDERSTANDING
BETWEEN
LAC COURTE OREILLES BAND OF LAKE SUPERIOR CHIPPEWA INDIANS
AND
SAWYER COUNTY BOARD OF SUPERVISORS
CONCERNING THE SAWYER COUNTY CRIMINAL JUSTICE COORDINATION
COMMITTEE

This Memorandum of Understanding (“MOU”) is entered into by the Lac Courte Oreilles Tribal Governing Board (“Tribal Governing Board”); the Sawyer County Board of Supervisors (“County Board”).

Recitals:

The Lac Courte Oreilles Tribal Governing Board serves as the governing body of the Lac Courte Oreilles Band of Lake Superior Chippewa Indians (“Tribe”) pursuant to Article III, Section 1 of the Lac Courte Oreilles Constitution and Bylaws, as amended in 1966.

The Sawyer County Board of Supervisors serves as the governing body for the county of Sawyer for the purposes coordinating services needs for the citizens of Sawyer County, pursuant to Wisconsin Constitution Article IV, section 22 and Section 23; See also WIs, Stat §§59.03 and §§ 59.10 (2)(3) (5).

Purpose:

The first purpose of this MOU is to recognize the relationship between the Tribal Governing Board and the County Board and to assist the efforts for the criminal justice services existing Sawyer County. The existing criminal justice services in Sawyer County are; the Circuit Court, The Tribal Court, The District Attorney’s Office, the Tribal Legal department, Sawyer County Sheriff’s Department, The Tribal Police Department, Department of Corrections, Mental health and Substance Facilitators.

The second purpose is to establish and support a Criminal Justice Coordinating Committee for the purpose of advising the existing criminal justice services by coordinating the services provided to develop strategies to ensure the efficient and effective deployment of county and tribal resources.

Roles and Responsibilities:

Tribal Governing Board:

The Tribal Governing Board shall provide two board members, or designate representatives, to serve on the Criminal Justice Coordinating Committee. The two Tribal Governing Board members will participate with the CJCC and represent the tribal interests for developing efficient and effective services for tribal member and county citizens

Sawyer County:

The County Board shall provide two board members, or designate representatives, to serve on the Criminal Justice Coordinating Committee. The two County Board members will participate with the CJCC and represent the county interests for developing efficient and effective services for tribal members and county citizens

Contributions:

The County agrees to provide a sum of Fifty Thousand dollars (\$50,000.00) annually for the three budget years for the purposes of establishing and maintaining a criminal justice coordinating committee. The Tribal Governing Board agree to provide Twenty-Five Thousand dollars (\$25,000.00) annually for the next three budget years. These funds provided by the tribe and the county shall be coordinated through the Sawyer County Administration and used for purposes of this agreement and subsequent documents created consistent with the agreement.

The Tribal Governing Board agrees to contribute Twelve Thousand Five Hundred dollars (\$12,500.00) for funding a one-time agreement with Justice Point. The program agrees to collect data for the purposes of developing programming to address the criminal justice and rehabilitation needs for the members of the tribe and for the citizens of the county.

The County Board agrees to contribute Twelve Thousand Five Hundred dollars (\$12,500.00) for funding a one-time agreement with Justice Point. The program agrees to collect data for the purposes of developing programming to address the criminal justice and rehabilitation needs for the members of the tribe and for the citizens of the county.

Timeframe:

The Memorandum of Understanding will commence on Monday, July 2, 2018 and will remain in effective for thirty months (30) months, terminating on December 31, 2020.

Establishment of Responsibility:

This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against Sawyer County or the Tribe, its agencies, its officers, or any person.

Principal Contacts:

Tribal Governing Board
Louis Taylor
Chairman
13394W Trepania Rd
Hayward, WI 54843

Sawyer County Board
Tweed Shuman
Chairman
10610 Main St,
Hayward, WI 54843

Authorized Representatives:

By signature below, the cooperators certify that the individuals listed in this document as representatives of the cooperator are authorized to act in their respective areas for matters related to this agreement.

This Memorandum of Understanding is the complete agreement between Lac Courte Oreilles Tribal Governing Board and the Sawyer County Board of Supervisors; and this agreement shall be amended only by written agreement signed by each of the parties involved.

THE PARTIES HERETO have executed this instrument.

Lac Courte Oreilles Tribal Governing Board

Louis Taylor
Chairman

DATE

Sawyer County Board of Supervisors

Tweed Shuman
Chairman

DATE