

Facility and Support Services

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October 9, 2008

To: C. Ray Wierson
County Administrator

From: Dave Donovan, Director
Facility and Support Services

Subj: Approval of annual contract for Court Compliance Program

Attached is the proposed annual contract for fiscal year 2009 for the Court Compliance Program. As you may recall, the Seventh Judicial District Department of Correctional Services provides this program under contract to Scott County. The focus of the program is to provide case management and oversight to increase the compliance with the simple terms of criminal court agreements, thus reducing the likelihood of re-arrest for failure to comply or appear. Two full time probation/parole officers staff this program from an office adjacent to the Associate Court at the Courthouse. This program was recommended for implementation by the Community Jail and Alternatives Advisory Committee (CJAAC) based on the Voorhis Study completed several years ago.

The proposed contract has no significant changes to the contract language. I have attached a copy of the agreement for review. The amount of the contract is scheduled to increase \$5,947 or 3.65% over the FY2008 agreement. All of that increase is attributed to personnel costs.

As you may recall, two years ago the Board requested regular performance information for this program. I have received quarterly reports in compliance with that request since that request. I am attaching the most recent of those reports for your reference.

Jim Wayne from the Department of Correctional Services plans to attend the Board meeting to discuss this contract and to answer any questions you may have. I recommend approval of the proposed contract as submitted.

Cc: CJAAC
Jim Wayne

A G R E E M E N T

This agreement is made and entered into by and between Scott County, Iowa, a governmental unit of the State of Iowa (hereinafter referred to as Scott County), and the Seventh Judicial District Department of Correctional Services, a governmental unit of the State of Iowa provided for by Chapter 905 of the Code of Iowa (hereinafter referred to as DCS).

In consideration of the mutual agreement hereinafter set forth, Scott County and DCS agree as follows:

1. Scott County agrees to pay to DCS the sum of \$169,448 for the fiscal year ending June 30, 2009 for services to be provided by DCS. Payments for the fiscal year ending June 30, 2009 shall be made on a quarterly basis in advance. It is agreed that this funding is intended to provide a level of funding for two Probation and Parole Officer II positions employed by DCS including related benefits and appropriate support costs for the purposes of the agreement. Scott County will provide office space in the Courthouse for the two positions. In the event, that DCS determines that the funding provided is insufficient for those purposes, DCS shall submit to Scott County a request for amendment of this agreement with a complete explanation of reasons for the request. Scott County shall not be obligated to approve the requested amendment to the agreement, but DCS may exercise its option as provided for by Section 10 of this agreement.
2. The DCS will continue to provide a program — “Court Compliance Program”. The purpose of the program is to reduce the failure rate of offenders granted unsupervised probation with conditions imposed by the Court that are revoked and serve a sentence in the county jail. Two Probation and Parole Officer positions, assigned to the Department’s Scott County Pretrial Release Unit with the assistance of the PTR unit and other Department staff will perform the following duties and activities:
 - a) Review appropriate Court records and documents with the intent of determining offenders that meet program criteria and monitor compliance of offenders placed in the program.
 - b) Ensure that offenders clearly understand the court ordered requirements, what actions the offender must take to comply, and the consequences of failure to comply.
 - c) Meet with selected and/or court ordered offenders to plan compliance with Court ordered requirements.
 - d) Monitor offender compliance with court ordered requirements and take appropriate actions to promote compliance.

- e) Assist offenders with scheduling appointments for intakes, evaluations, etc. and taking appropriate actions if offenders do not keep scheduled appointments.
- f) Establish with selected offenders a plan of intermediate steps to comply with Court ordered conditions, monitor compliance with the plan, and take appropriate actions if the offender fails to comply.
- g) Make recommendations and reports to the Court as required and appropriate.
- h) Other duties and tasks as deemed appropriate to fulfill the purpose of the program.

The following criteria will be used to select offenders for the program:

- a) Completion of the initial four months of unsupervised probation without compliance with court ordered conditions, and/or
 - b) Offenders that have a past history of non-compliance may be referred at initial sentencing, and/or
 - c) Offenders serving a jail sentence for non-compliance that may be considered for release and/or continued probation upon fulfillment of court ordered conditions or planned compliance.
3. In order to assist with fulfillment of the purposes of this agreement, Scott County agrees to provide access to and assume reasonable costs for access by DCS to any automated information system that it operates or supports, including the existing Jail Information system.
 4. DCS agrees to provide quarterly performance measures on work performed related to this agreement as requested by Scott County. DCS will provide a summary report and financial data so specified in its Scott County Budget submission no later November 1st of each year. Performance measures and reporting shall address program participation, effectiveness, recidivism, impact on jail population, and other information as requested by Scott County.
 5. Scott County and DCS each acknowledge that the payments herein to be made are to be supplemental and not to support other available sources of income to DCS and are based upon continuation of existing other funding for DCS in Scott County at approximately current levels.
 6. To the extent provided by the tort claim laws of Iowa applicable to Scott County and DCS, Scott County and DCS shall indemnify each other against all claims, suits, actions, costs, attorney's fees, expenses, damages, judgments, or decrees incurred by reason of any person or persons or property being damaged or injured in connection with activities performed pursuant to this agreement, whether by negligence or otherwise. Scott County and DCS each assume and retain liability as is provided for by Iowa Law.
 7. DCS shall comply with all applicable laws and regulation pertaining to its operation, and shall not discriminate in provided services on basis of race, color,

creed, national origin, sex, age, handicapped condition, or religious affiliation. Funds provided herein shall not be used for any partisan political activity nor shall they be used to further the election of any candidate for political office.

8. This agreement may be amended in whole or in part by mutual consent of Scott County and DCS, providing that no such amendment shall be made effective unless in writing and properly executed by the parties.
9. This agreement shall be effective from July 1, 2008 to June 30, 2009. However, either party may terminate this agreement, by delivery to the other party of a ninety (90) day advance written notice of termination. In the event of such notification by Scott County to DCS, Scott County agrees that it will reimburse DCS for the cost of any unemployment compensation claims paid by DCS for personnel that may be affected by a reduction in force due to the termination of this contract by the notice provided by this section of the agreement.
10. DCS agrees to notify Scott County of personnel changes related to the Court Compliance Program and confer with Scott County regarding the status of this agreement and future plans for continuation of the services provided for by this agreement before filling vacancies in personnel in the Court Compliance Program.

By:

By:

Jim Hancock, Chairman
Scott County Board of Supervisors

Jim Wayne, District Director
Seventh Judicial District Department
of Correctional Services

Attest:

Wes Rostenbach
Scott County Auditor

Court Compliance Report FY 2008 as of April 29, 2008

Seventh Judicial District Department of Correctional Services
for activity through April 29, 2008

Cases Opened per Fiscal Year Indicated

FY00	222	Partial Year of Operation
FY01	922	
FY02	815	
FY03	711	
FY04	769	
FY05	724	
FY06	730	
FY07	810	
FY08	761	
<u>Total</u>	<u>6464</u>	

Case Status as of April 29, 2008

Cases Closed	5432	
Cases Pending	351	Warrant for FTA Issued
Active	681	

Outcomes of Cases Closed in indicated Fiscal Year

	<u>FY05</u>	<u>FY06</u>	<u>FY07</u>	<u>FY08</u>
Closed with jail sentence imposed	87	131	108	105
Closed with partial completion of requirements	117	185	128	140
Closed and completed all requirements	365	366	368	369
Charges Dismissed	1	0	0	0
<u>Total</u>	<u>570</u>	<u>682</u>	<u>604</u>	<u>614</u>

Report on cases which are the same as a court case. One offender may have more than one open at any given time.

Please direct any questions to Jim Wayne, District Director

Facility and Support Services

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October 8, 2008

To: C. Ray Wierson
County Administrator

From: Dave Donovan, Director
Facility and Support Services

Subj: Approval of annual contract for Alternative Sentencing program

Attached is a copy of the proposed contract with the Department of Correctional Services for the Alternative Sentencing program. This contract is for the current fiscal year and runs through June 30, 2009. The proposed contract provides one full time jail staff that works within the Program Services area and administers the Alternative Sentencing Program. For years this program was delivered by the Safer Foundation and was funded equally by Scott County and the Department of Correctional Services. When Safer ceased operations locally, that program was brought within the Sheriff's Office. The proposed contract calls for Correctional Services to reimburse Scott County one-half of the delivery costs for the program. The total programmatic cost for FY2006 is budgeted for \$60,576. Correctional Services would thus pay one half, or \$30,288.00.

The Alternative Sentencing program provides a non-detention sentencing alternative by utilizing community service work. The program case worker works through the Court System and provides community service work options and limited case management. Persons sentenced to the program typically must complete their prescribed number of community service hours within a certain amount of time. The program case worker maintains a number of community based work sites that utilize community service labor. The case worker also assigns offenders to work sites and tracks progress made toward completion. Lastly, the worker reports status of offenders back to the courts for disposition and changes in status.

During the past several months, Jim Wayne, Sheriff Conard, Major Tebbitt and I met to discuss this program as well as several other programs offered as alternatives to incarceration. We hope to meet periodically in an effort to analyze the effectiveness of various programs, how the programs interact and to explore potential systemic improvements that could be implemented. As you know, our current and future jail capacity issues are highly dependent on the continuation of effectively diverting large numbers of potential detainees and on successfully decreasing recidivism. The Alternative Sentencing Program is a highly effective tool in diverting potential jail detainees and providing an alternative to incarceration.

The proposed contract includes a 2% overall increase in cost over the previous contract. I recommend approval of the proposed contract for fiscal year 2009. I will be available at the next Committee of the Whole meeting to answer any questions you or the Board may have concerning this contract proposal.

Cc: Sheriff Conard
Major Tebbitt
Jerry Brundies
Wes Rostenbach
Pat Reynolds
Tammy Speidel

AGREEMENT

This agreement is made and entered into by and between Scott County, Iowa, a governmental unit of the State of Iowa (hereinafter referred to as Scott County), the Seventh Judicial District Department of Correctional Services, a governmental unit of the State of Iowa (hereinafter referred to as DCS).

In consideration of the mutual agreement hereinafter set forth, Scott County and DCS agree as follows:

1. DCS agrees to pay to Scott County the sum of \$30,288 (thirty thousand, two hundred eighty-eight dollars) to support the unpaid Community Service Sentencing Program for the period commencing July 1, 2008 and ending June 30, 2009. Payment shall be made on a quarterly basis in advance, commencing July 2008 and continuing through April 2009.
2. Scott County will perform interviewing, referral and monitoring responsibilities with criminal offenders sentenced to perform unpaid community service pursuant to the Code of Iowa by the Scott County District Court including Associate District Court during the term of this agreement or ordered to perform community service as a condition of parole or work release by the Iowa Board of Parole. Scott County will continue existing program policies, procedures, and practices unless modification is approved by DCS. Scott County will continue staffing the Community Service Sentencing program at current levels upon initiation of this contract.
3. Scott County agrees to provide DCS with quarterly reports on performance indicators and financial data as developed by Scott County no later than November 1, 2008 and a one page written summary report by May 1, 2009.
4. Scott County and DCS understand and agree that the unpaid community service program is provided for by Sections 905.7(6), 907.13, 909.3A, and 910.2 of the Code of Iowa and this agreement is adopted to provide mutual funding and a method of program implementation that is beneficial to both Scott County and DCS. The community service sentencing provides a sentencing alternative for Courts to use in lieu of or in addition to sentences for a fine, incarceration, or community supervision or when an offender is unable to pay restitution, except restitution payable to a victim that is owed by the offender.
5. The following are the major functions and activities of the community service sentencing program: 1) Interview and assess referred offenders to determine appropriate placements to perform community service, 2) make placements of offenders in appropriate agencies to perform community service work, 3) monitor or obtain records monitoring the hours of community service performed, 4) make reports to the Court or the DCS on the completion or lack of completion of the community service requirements, 5) recruit and assist appropriate agencies for use as placement sites, and 6) keep records of program activities and make reports as required by Scott County or the DCS.
6. Scott County agrees to provide DCS with a copy of quarterly reports on performance indicators and financial data so specified in its Scott County Budget Submission no later than

Community Service Sentencing Agreement between Scott County and DCS

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45 days past the end of each quarter (quarters ending September 30, December 31, March 31, and June 30).

7. Scott County and DCS each acknowledge that the payments herein to be made are to be supplemental and not to support other available sources of income to DCS or Scott County.
8. Financial, statistical, and program records of the Community Service Sentencing Program shall be kept for a three year period by Scott County and shall be available to authorized representatives from DCS.
9. Scott County will ensure that any of its employees given access to information systems data in electronic or printed form by the DCS for the purposes of operations of the Community Services Sentencing program observe and adhere to all rules and regulations regarding access to and use of that data.
10. DCS is a "State agency" for the purposes of tort liability pursuant to Chapter 669 of the Code of Iowa.
11. DCS and Scott County shall indemnify each other against all claims, suits, actions, costs, attorney's fees, expenses, damages, judgments, or decrees, incurred by reason of any person or persons property being damaged or injured in connection with activities performed pursuant to this agreement by DCS or Scott County or any agent or employee of DCS or Scott County, whether by negligence or otherwise. The parties understand and agree that this paragraph applies only to such claims, suits, actions or causes of action not covered by Section 907.13 Code of Iowa.
12. Scott County will notify the Director of the DCS of any event or act which may possibly result in a tort claim under Chapter 669 of the Code of Iowa or a worker's compensation claim under Section 85.59 of the Code of Iowa and will provide requested information and assistance regarding any possible or actual claim.
13. DCS and Scott County shall comply with all applicable laws and regulation pertaining to its operation, and shall not discriminate in providing services on the basis of race, color, creed, national origin, sex, age, handicapped condition, or religious affiliation. Funds provided herein shall not be used for any partisan political activity nor shall they be used to further the election of any candidate for political office. With regard to the Community Service Sentencing Program, Scott County will comply with applicable confidentiality requirements for the DCS as provided in Chapter 904.602 of the Code of Iowa.
14. This agreement may be amended in whole or in part by mutual consent of the parties, providing that no such amendment shall be made effective unless in writing and properly executed by the parties.
15. This agreement shall be for one (1) year. However, either party may terminate this Agreement, by delivering to the other party of a ninety (90) day advance written notice of termination.

Community Service Sentencing Agreement between Scott County and DCS

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Approved

BY:

BY:

Jim Hancock, Chairman
Scott County Board of Supervisors

James Lee Wayne, District Director
Seventh Judicial District Department
of Correctional Services

Date

Date

ATTEST:

Karen L. Fitzsimmons
Scott County Auditor

Date

Memo

To: Wilma Drummond
Thru: Major Cliff Tebbitt
Thru: Sheriff Dennis Conard
From: Ashley Lightle, Alternative Sentencing Coordinator
Date: October 9, 2008
Re: Attached Community Service FY Reports

The Alternative Sentencing Program is designed to provide community service workers to non-profit agencies as ordered by the court system, to track the completed hours and report progress of the assigned clients to the court.

In the 2007-2008 budget year 1192 offenders were assigned community service. The court system ordered 177,755 hours of community service. A total of 173,509 hours were completed, or about 97%. The program was resourced to support 600 participants. However, as you can see by the attached percentages, 141% of the community service sentences ordered was successfully completed; well over the allotted number participated.

Please direct any questions to Ashley Lightle, Alternative Sentencing Coordinator at 328-3250.

Thank you.

**Alternative Sentencing Program
District & Associate Court Cases**

	D1	D2	D3	D4	W1	W3	W4	W5
	New	Secondary	Hours	Mo Ct	Sentences	Hours	W/drawn	No-shows/
	Referrals	Referrals	Ordered	Cases	Completed	Completed	Sentences	Reschedules/ Cancels/Walk-ins
				Reported		& W/drawn		
1-Apr	7	3	858	2	11	1542	2	9
2	3	1	282	22	0	269	3	4
3	6	1	743	2	1	60	0	10
4	0	0	0	15	1	1153	5	0
7	2	2	564	8	1	25	0	3
8	4	3	1157	2	6	772	0	7
9	2	0	218	27	2	1257	5	2
10	12	3	1528	3	0	125	1	12
11	1	0	176	35	1	921	4	1
14	9	5	2333	13	7	940	1	9
15	9	0	1060	0	0	0	0	5
16	0	0	0	31	1	337	2	0
17	10	1	1688	2	3	414	0	8
18	0	0	0	32	5	1715	9	0
21	6	4	1031	2	6	1424	9	9
22	11	2	1340	2	2	948	1	9
23	3	2	543	27	1	822	5	3
24	12	2	1047	2	1	60	0	5
25	0	0	0	42	5	2148	13	0
28	8	2	1214	6	3	453	1	3
29	14	3	1607	1	2	129	0	8
30	0	2	236	35	4	1238	3	1
Total	119	36	17625	311	63	16752	64	108
P1 Monthly active caseload			282					
1-May	10	2	1884	5	6	746	0	10
2	0	0	0	29	2	1441	11	0
5	3	5	559	2	6	477	0	1
6	8	2	1690	5	5	356	0	3
7	2	0	242	28	4	1405	4	2
8	11	2	1283	5	23	827	0	2
9	3	0	474	28	4	1172	10	2
12	3	2	530	3	6	579	0	4
13	8	1	951	2	3	437	1	5
14	2	1	518	22	0	570	4	2
15	12	0	2302	6	3	118	0	7
16	2	0	149	14	1	380	1	2
19	6	3	689	10	12	592	0	8
20	10	1	1382	0	1	134	0	7
21	3	2	823	29	9	1837	3	4
22	6	2	708	13	2	320	0	6
23	1	0	476	26	0	406	9	1
26	0	0	0	3	0	0	0	0
27	12	2	1297	1	7	153/8	0	11
28	0	3	160	29	14	2218	8	3
29	9	1	895	5	7	1286	0	7
30	4	0	657	60	2	1388	4	4
Total	115	29	17669	325	117	16689	55	91
P1 Monthly active caseload			316					
2-Jun	5	1	1098	7	3	362	2	5

3	5	1	1469	4	4	451	0	4
4	3	0	890	26	6	1446	5	3
5	10	0	1138	3	7	710	0	8
6	0	1	382	27	6	1525	6	1
9	16	0	2072	7	3	125	0	7
10	0	0	0	0	0	0	0	0
11	0	1	40	33	4	1331	7	1
12	8	3	2144	15	6	613	2	9
13	0	0	0	25	4	1035	4	0
16	3	2	595	2	2	239	2	5
17	4	4	505	1	1	144	0	8
18	1	5	787	5	0	0	0	5
19	7	3	1046	4	9	672	0	8
20	0	0	0	8	2	112	0	0
23	4	4	388	10	3	439	4	7
24	10	1	1697	8	3	291	0	7
25	0	1	24	26	5	919	1	1
26	8	3	1273	5	5	613	0	12
27	0	0	0	40	19	2579	7	0
30	3	2	234	11	11	902	0	8
Total	87	32	15782	267	103	14508	40	99
P1 Monthly active caseload			262					