

Facility and Support Services

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FI-3
8/18/09

August 12, 2009

To: Dee F. Bruemmer
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 2010 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 not increase over the FY2009 agreement.

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.

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, 2010 for services to be provided by DCS. Payments for the fiscal year ending June 30, 2010 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, 2009 to June 30, 2010. 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:

Jim Hancock, Chairman
Scott County Board of Supervisors

By:

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

Attest:

Roxanna Moritz
Scott County Auditor

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
THAT THIS RESOLUTION HAS BEEN FORMALLY
APPROVED BY THE BOARD OF SUPERVISORS ON

DATE

SCOTT COUNTY AUDITOR

RESOLUTION

SCOTT COUNTY BOARD OF SUPERVISORS

August 20, 2009

A RESOLUTION APPROVING THE FY2010 ANNUAL CONTRACT FOR THE COURT COMPLIANCE JAIL DIVERSION PROGRAM.

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

Section 1. That the proposed FY2010 contract with the Iowa Department of Correctional Services (DCS) for the Court Compliance Program as provided by the DCS is hereby approved in the amount of \$169,448.00

Section 2. This resolution shall take effect immediately.