

# Facility and Support Services

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FI-4  
8/18/09

August 11, 2009

To: Dee F. Bruemmer  
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, 2010. 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 FY2010 is budgeted for \$64,362. Correctional Services would thus pay one half, or \$32,181.00.

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.

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 6% overall increase in cost over the previous contract. This increase is due to better information regarding actual costs of benefits for the position. I recommend approval of the proposed contract for fiscal year 2010. 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  
Sarah Kautz  
Tammy Speidel

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 CONTRACT FOR THE ALTERNATIVE  
SENTENCING PROGRAM.

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

Section 1. That the proposed FY2010 contract with the Department of  
Correctional Services for the Alternative Sentencing Program as  
provided by the Sheriff's Office is hereby approved in the amount of  
\$32,181.00

Section 2. This resolution shall take effect immediately.

## 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 \$32,181 (thirty thousand, two hundred eighty-eight dollars) to support the unpaid Community Service Sentencing Program for the period commencing July 1, 2009 and ending June 30, 2010. Payment shall be made on a quarterly basis in advance, commencing July 2009 and continuing through April 2010.
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, 2009 and a one page written summary report by May 1, 2010.
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:

\_\_\_\_\_  
Roxanna Moritz  
Scott County Auditor

\_\_\_\_\_  
Date