

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), 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 \$158,699 for the fiscal year ending June 30, 2011 for services to be provided by DCS. Payments for the fiscal year ending June 30, 2011 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) Offenders that have conditions added to a sentence that included incarceration but was suspended and the added conditions are not likely to be satisfied with a week ;
 - 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. The employees assigned to the Court Compliance Program will also provide Pretrial Release program services: including the following:
- a. Conducting Pretrial Release Investigations;
 - b. Making recommendations regarding conditions of release;
 - c. Assisting with court processing and information sharing with others;
 - d. Appearing in court as appropriate;
4. The amount of time devoted to the duties in paragraph 3 above shall be limited to approximately 20 hours per week.
5. 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.
6. DCS agrees to assist in the process of gathering performance outcome data in support of assessing quarterly performance measures on work performed related to this agreement as requested by Scott County in accordance with Addendum A of this agreement. A Scott County representative will perform the administrative functions required to assemble the quarterly performance measure reporting. 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.

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 and are based upon continuation of existing other funding for DCS in Scott County at approximately current levels.
8. 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.
9. 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.
10. 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.
11. This agreement shall be effective from July 1, 2010 to June 30, 2011. 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.
12. 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:

Chris Gallin, Chair
Scott County Board of Supervisors

By:

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

Attest:

Roxanna Moritz
Scott County Auditor

I. Court Compliance & II. Pretrial OUTCOME MEASURES (Final)

I. Court Compliance: (Four outcome measures)

- In an effort to reduce criminal behavior, report monthly the rate of recidivism, as measured by misdemeanor and felony convictions reported within the Scott County jail's OMS admission data from initial admission onto the program, tracking for one year from admission, i.e., 90 Days, 6 Months, and 1 Year out: (The most recently available data will serve as the baseline);
- Report monthly the number of offenders adhering to the UP Court's schedule, i.e., Report number of monthly Court compliance participants who fail to report to their scheduled appearance(s): (The most recently available data will serve as the baseline);
- Report monthly the amount of court fines and fees paid, i.e., separate outcome reporting by PO/Fine forgiveness amount collected and Magistrate/ in lieu of fine judgment amount collected: (The most recently available data will serve as the baseline); and
- Report monthly the number of active participants and the number of positive case closures: (The most recently available data will serve as the baseline).

I. Pre-Trial Release: (Three outcome measures)

- Number of releases compared to appearances, i.e., within the FTA frequency serving as an outcome measure: Report number of monthly pre-trial releases who fail to report to their scheduled first appearance while released to the community. (The most recently available data will serve as the baseline);
- Number of releases who when released on pre-trial recognizance commit a new offense. (The most recently available data will serve as the baseline); and
- Report monthly the number of in-custody screened pre-trial releases for the following:
 - Report the number of offenders that are screened and not placed on pre-trial recognizance,
 - Report monthly the number of in-custody screened pre-trial releases by offense, and
 - (The most recently available data will serve as the baseline).

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

December 9, 2010

APPROVAL OF FY2011 AGREEMENT FOR THE COURT COMPLIANCE PROGRAM

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

- Section 1. That the proposed FY2011 agreement with the Department of Correctional Services for the Court Compliance Program as provided by the Sheriff's Office is hereby approved.
- Section 2. That the program was not fully staffed during the agreement year and the funding will be reduced as recommended by the Sheriff.
- Section 3. This resolution shall take effect immediately.