

OFFICE OF THE COUNTY ADMINISTRATOR

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July 12, 2011

TO: Board of Supervisors

FROM: Dee F. Bruemmer
County Administrator

SUBJECT: Community Service Sentencing Program Agreement

Attached is the annual FY12 Community Services Sentencing Program Agreement with the Seventh Judicial District Department of Correctional Services prepared by the Sheriff's Office.

Enclosure

Agreement between Scott County and DCS Community Service Sentencing Program

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 \$35,318 (thirty-five thousand, three hundred eighteen dollars) to support the unpaid Community Service Sentencing Program for the period commencing July 1, 2011 and ending June 30, 2012. Payment shall be made on a quarterly basis in advance, commencing July 2011 and continuing through April 2012.
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. Scott County 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.
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, 2011 and a one page written summary report by May 1, 2012.
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.

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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 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.

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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.

Approved

BY:

BY:

Tom Sunderbruch, Chair
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

I. Community Service Sentencing OUTCOME MEASURES (Final)

I. Alternative Sentencing, i.e., Community Service Sentencing Programming:

a. Community Service (Three 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 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, the number of positive case closures, and their accumulated community service hours worked: (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

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

July 21, 2011

APPROVAL OF FY2012 AGREEMENT FOR THE
COMMUNITY SERVICE SENTENCING PROGRAM

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

- Section 1. That the FY2012 agreement with the Department of Correctional Services for the Community Service Sentencing Program as provided by the Sheriff's Office is hereby approved.
- Section 2. This resolution shall take effect immediately.