

**OFFICE OF THE COUNTY ADMINISTRATOR**  
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August 21, 2012

TO: Dee F. Bruemmer, County Administrator

FROM: David Farmer, Budget Manager

SUBJ: Approval of FY2013 Agreements for the Court Compliance Program and Community Service Sentencing Programs

Please find attached agreements for the Court Compliance Program and Community Service Sentencing Program for FY13. The agreements are with the 7<sup>th</sup> Judicial District and were prepared by Major Clifford Tebbitt.

The Court Compliance Program purpose 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. The Community Service Sentencing Program is designed to provide community service workers to non-profit agencies as order by the court system, and to track the completed hours and report progress of the assigned clients to the court.

The Community Service Sentencing Agreement is a 2% increase in services provided by Scott County.

The Court Compliance agreement is amended to purchases of \$183,087 from the 7<sup>th</sup> Judicial Circuit.

Attachment

# DENNIS CONARD, SHERIFF

Michael K. Brown  
Chief Deputy Sheriff




Clifford G. Tebbitt  
Jail Administrator

EMERGENCY 9-1-1  
(563)326-8625  
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416 West 4<sup>th</sup> Street  
Davenport, Iowa 52801-1187

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sheriff@scottcountyiowa.com

DATE: July 16, 2012  
CONTACT PERSON: Major Clifford Tebbitt   
CONTACT PHONE: 563-326-8760  
SUBJECT: APPROVAL OF FY2013 AGREEMENTS FOR THE  
COURT COMPLIANCE PROGRAM and COMMUNITY  
SERVICE SENTENCING PROGRAMS

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FY13 Scott County/7th Judicial District agreements supporting the Court Compliance Program and the Community Service Sentencing Program are attached. The Court Compliance Program purpose 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. The Community Service Sentencing Program is designed to provide community service workers to non-profit agencies as order by the court system, and to track the completed hours and report progress of the assigned clients to the court. The new agreement's only change from FY12 agreement's is a 2% increase. Please let me know if you have anything you want to discuss surrounding our agreements intended business model, as it is there is no indication our currently operating system merits change. The attached agreement for your review echo's our current agreement with a 2% increase as indicated above.

Thank you again for your assistance.

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 \$36,024 (thirty-six thousand, twenty-four dollars) to support the unpaid Community Service Sentencing Program for the period commencing July 1, 2012 and ending June 30, 2013. Payment shall be made on a quarterly basis in advance, commencing July 2012 and continuing through April 2013.
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, 2012 and a one page written summary report by May 1, 2013.
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.

**Community Service Sentencing Agreement between Scott County and DCS**  
**Page 2**

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.

**Community Service Sentencing Agreement between Scott County and DCS**  
**Page 3**

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:

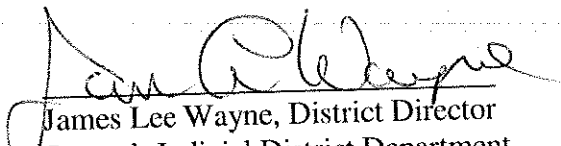
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Tom Sunderbruch, Chair  
Scott County Board of Supervisors


\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

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

  
\_\_\_\_\_  
Date

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

August 30, 2012

APPROVAL OF FY2013 AGREEMENT FOR THE  
COURT COMPLIANCE PROGRAM

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

- Section 1. That the proposed FY2013 agreement with the Department of Correctional Services for the Court Compliance Program as provided by the Sheriff's Office is hereby approved.
- 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), 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 \$ ~~187,362~~ <sup>187,087</sup> (one hundred eighty-seven thousand, ~~three hundred sixty-two~~ <sup>three hundred sixty-two</sup> dollars) for the fiscal year ending June 30, 2013 for services to be provided by DCS. Payments for the fiscal year ending June 30, 2013 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:
- 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.
  - Ensure that offenders clearly understand the court ordered requirements, what actions the offender must take to comply, and the consequences of failure to comply.
  - Meet with selected and/or court ordered offenders to plan compliance with Court ordered requirements.
  - Monitor offender compliance with court ordered requirements and take appropriate actions to promote compliance.
  - 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 1<sup>st</sup> 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, 2012 to June 30, 2013. 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.


Approved

BY:

\_\_\_\_\_  
Tom Sunderbruch, Chair  
Scott County Board of Supervisors

\_\_\_\_\_  
Date

BY:

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

  
Date

Agreement between Scott County and DCS Court Compliance Program

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ATTEST:

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Roxanna Moritz  
Scott County Auditor

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Date

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

August 30, 2012

APPROVAL OF FY2013 AGREEMENT FOR THE  
COMMUNITY SERVICE SENTENCING PROGRAM

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

- Section 1. That the proposed FY2013 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.