

**DENNIS CONARD, SHERIFF**

Item 11  
10-07-14



**Michael K. Brown**  
Chief Deputy Sheriff

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September 30, 2014

Memo To: Dee Bruemmer

From: Sheriff Conard 

**REF: Seventh Judicial District Department of Correctional Services (DCS)  
FY14-15 Community Service Alternative Sentencing Agreement**

Attached is the Seventh Judicial District Department of Correctional Services FY14-15 Community Service Alternative Sentencing Agreement. This agreement is a continuation of the agreement already in place in Scott County. Scott County pays the entire salary along with benefits for the alternative sentencing coordinator position and DCS agrees to pay a portion of the coordinator's salary and benefits.

Please let me know if you have any questions.

## 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, 2014 and ending June 30, 2015. Payment shall be made on a quarterly basis in advance, commencing July 2014 and continuing through April 2015.
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, 2014 and a one page written summary report by May 1, 2015.
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) cross-train in other duties supporting the Court Compliance Program and Fine Collection Coordination, 6) recruit and assist appropriate agencies for use as placement sites, and 7) 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.

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.

Scott County will ensure that the Scott County Jail complies with federal law and rules related to the Prisoner Rape Elimination Act (PREA). Scott County will provide information to all jail employees, volunteers, and community service referral agencies about the requirements of PREA and will take appropriate action should violations occur with any employee or referral agencies. Scott County will provide information as requested by the DCS regarding PREA compliance and will provide the results and any related documents of PREA audits. The DCS will provide similar information to Scott County if requested.

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 Page 4

Approved

BY:

BY:

\_\_\_\_\_  
Larry Minard, 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

## Community Service Sentencing Agreement between Scott County and DCS Page 5

Addendum A to Agreement between Scott County and DCS Community Service Sentencing Program

### 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 1Year 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

October 9, 2014

APPROVAL OF THE SEVENTH JUDICIAL DISTRICT DEPARTMENT OF  
CORRECTIONAL SERVICES (DCS) ALTERNATIVE SENTENCING AGREEMENT IN  
WHICH DCS AGREES TO PAY SCOTT COUNTY \$36,024.

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

Section 1. That the Seventh Judicial District Department of Correctional  
Services Alternative Sentencing Agreement is hereby approved as  
presented in the amount of \$36,024.

Section 2. This resolution shall take effect immediately.