



# Board of County Commissioners Agenda Request

4C  
Agenda Item #

**Requested Meeting Date:** March 22, 2016

**Title of Item:** Community Corrections

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	<b>Action Requested:</b> <input type="checkbox"/> Approve/Deny Motion <input checked="" type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
<b>Submitted by:</b> Nathan Burkett		<b>Department:</b> Administration
<b>Presenter (Name and Title):</b> Nathan Burkett, County Administrator		<b>Estimated Time Needed:</b>
<b>Summary of Issue:</b>  Please see attached.		
<b>Alternatives, Options, Effects on Others/Comments:</b>		
<b>Recommended Action/Motion:</b> Choose method and adopt resolution.		
<b>Financial Impact:</b> Is there a cost associated with this request? <input type="checkbox"/> Yes <input type="checkbox"/> No What is the total cost, with tax and shipping? \$ Is this budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i>		



# AITKIN COUNTY ADMINISTRATION

Aitkin County Courthouse  
Nathan Burkett, Administrator  
217 Second Street N.W. Room 130  
Aitkin, MN 56431  
218-927-7276  
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TO: County Board  
FROM: Nathan Burkett *NB*  
CC: Liz DeRuyk  
DATE: March 17, 2016  
RE: Probation Services Delivery Options

At the County Board Meeting on March 22, 2016 the County Board must make a decision related to delivery of probation services. The three options for consideration are:

1. Community Corrections Act (CCA) – to choose this option pass the resolution attached with this memo
2. County Probation Office (CPO)
3. Department of Corrections Contract (DOC)

If the Board chooses CCA, we will continue to work at the legislature to reach passage of legislation that will allow Aitkin County to serve as an independent CCA. Absent such legislation, Aitkin County will join with ARC in a joint powers agreement. A DRAFT joint powers agreement that has been discussed with ARC as a basic model is attached.

The bill to eliminate the 30,000 minimum population threshold has been passed out of committee and to the floor of both chambers of the legislature. We are confident that if nothing else, we will be able to pass an Aitkin-only exemption to the 30,000 minimum population threshold.

## Recommendation

The County Administrator recommends the Board approve the resolution indicating that Aitkin County will remain CCA. I make this recommendation for the following reasons:

1. The Aitkin County Board has indicated frustration with circumstances where another entity makes decisions that require payment with little or no input by the Aitkin County Board from Aitkin County property tax collections. Under the DOC and CPO model, the State or the Judge has primary control over expenses. Very little can be influenced by the County Board. This is not only true for operational expenses, but for service delivery expenses. Out of home placements is a good example; under the CCA, the Board can influence policies and procedures related to juvenile out of home placements to contain costs. Under the other models, someone else will decide on placements, and the county will pay the bill.

2. The outcomes (recidivism and other) are very similar across delivery methods. In my experience, however; a county community is more satisfied with their service when decisions are made locally and local decision makers can more accurately and quickly assess and pinpoint problem areas with reasonable solutions than State decision makers.
3. The cost across all three options the Board has before them is very similar. Cost being roughly equal, it is my opinion that the County Board would appreciate the ability to be aware of, and have reasonable influence upon the expense to the Aitkin County property taxpayers.
4. Aitkin County has a good team of experienced staff that know our cases and know our community. This team has the greatest probability of being able to improve Aitkin County's delivery of probation services, reducing recidivism, and taking innovative, collaborative approaches to do so. It is unlikely under the DOC or CPO model that we will be able to maintain the continuity in services that we currently enjoy.

**To adopt the CCA Option:**

INTENT TO JOIN ARROWHEAD REGIONAL CORRECTIONS, WITH CONDITIONS

WHEREAS, Aitkin County is currently a member of Central Minnesota Community Corrections; and

WHEREAS, the Joint Powers Board of Central Minnesota Community Corrections has voted to dissolve the organization effective June 30, 2016; and

WHEREAS, the Executive Board of Arrowhead Regional Corrections has provided their intent to engage in a joint powers agreement for provision of probation services if legislation is not passed during the legislative session of Spring 2016.

NOW THEREFORE BE IT RESOLVED, the Aitkin County Board states its intent to join in a joint powers agreement with ARC effective July 1, 2016, if legislation is not passed to allow Aitkin County to choose the Community Corrections Act delivery model as an independent county.

**To adopt the CPO option:**

ADOPTING THE COUNTY PROBATION OFFICE MODEL OF PROBATION SERVICES DELIVERY

WHEREAS, Aitkin County is currently a member of Central Minnesota Community Corrections; and

WHEREAS, the Joint Powers Board of Central Minnesota Community Corrections has voted to dissolve the organization effective June 30, 2016; and

WHEREAS, Aitkin County must provide notification to DOC of their intent to change probation service delivery models no later than April 1, 2016.

NOW THEREFORE BE IT RESOLVED, the Aitkin County Board adopts the County Probation Services Delivery Model in MN Statute 244.19 and directs the County Administrator to notify the MN Department of Corrections and make such administrative preparations as are necessary for transition.

**To adopt the DOC option:**

ADOPTING THE DEPARTMENT OF CORRECTIONS CONTRACT MODEL OF PROBATION SERVICES DELIVERY

WHEREAS, Aitkin County is currently a member of Central Minnesota Community Corrections; and

WHEREAS, the Joint Powers Board of Central Minnesota Community Corrections has voted to dissolve the organization effective June 30, 2016; and

WHEREAS, Aitkin County must provide notification to DOC of their intent to change probation service delivery models no later than April 1, 2016.

**NOW THEREFORE BE IT RESOLVED, the Aitkin County Board adopts the Department of Corrections Contract model of probation services delivery in MN Statute 241 and 244.19 and directs the County Administrator to notify the MN Department of Corrections.**

	<b>CMCC (Current Model)</b>	<b>CCA in Joint Powers w/ARC</b>	<b>CCA as independent</b>	<b>CPO</b>	<b>DOC</b>
<b>Operational Structure and Authority</b>					
Felony Supervision	CMCC	County	County	State	State
Gross Misdemeanor, Misdemeanor, Juvenile	CMCC	County	County	District Court Judge	State
Programming determinations (i.e. drug court, restorative justice, etc...)	CMCC with County Input	County w/ Approval from ARC Board	County	District Court Judge	State
Strategic Plan	CMCC	County w/ Approval from ARC Board	County	N/A	N/A
Supervision Policies and Procedures	CMCC	ARC w/ deviations approved by ARC Board	County	For felony: State All other: District Court Judge	State
Budget and Finance	CMCC	County	County	For felony: State For other: District Court Judge recommends, County Board approves	State
Cost Burden	Apportioned to the Counties w/CCA subsidy from the State	County w/CCA subsidy from State	County w/CCA subsidy from State	For felony: State, except for certain overhead and administrative support staff For other: County with 29% reimbursement (2015) for agent	State w/ billing to county for 71% of costs related to Gross Misdemeanor, Misdemeanor, and Juvenile Probation

				salaries	
Personnel Policies and Administration	CMCC	County (planned, but it may be possible that ARC will administer personnel depending on legal analysis)	County	For felony: State For other: County	State
Personnel Management, including staffing levels	CMCC	County	County	For felony: State For other: District Court Judge	State
<b>Financial Considerations</b>					
Projected/Actual Cost to Aitkin County (2016 projections)	\$142,243	\$239,677	\$229,677	\$288,708	\$243,981
<b>Outcome/Efficacy Considerations</b>					
Recidivism rates	<p>After review of recidivism data and outcomes information on probation services throughout the State of Minnesota, it appears as though recidivism rates are similar across all service delivery types. The gap in the analysis are (1) it has proven problematic to break down by service delivery system (CCA, CPO or DOC). The best report acquired breaks down recidivism rates by region, and (2) there is no data consistently available for gross misdemeanor, misdemeanor and juvenile recidivism.</p> <p>It would seem that at the first gap in the data is cured somewhat by the ability to look regionally. Throughout the regions, there is only one (the Northeast region, of which Aitkin is a part) that is all one service delivery system (CCA). The rest of the regions are a mix of CCA, CPO and DOC jurisdictions. The second gap in the data is not cured, but could potentially be extrapolated from the data on felony offenders.</p> <p>It seems most likely that recidivism is driven by the economic opportunity in a region (lower economic opportunity equals higher recidivism) and racial disparities (higher disparities equals higher recidivism). I would suggest that whether a jurisdiction is CCA, CPO or DOC is going to have very little impact on recidivism rates of the general population on probation. Minnesota already has more favorable three year</p>				

recidivism rates (86% remaining law abiding) than the national average (68% remaining law abiding).

That being said – specialty courts and diversionary programs can have a favorable impact on recidivism rates the most recent and in-depth, scientific study that I have found suggests that these programs can reduce recidivism rates by up to 12%. The importance of this is that if the County Board desires to focus on diversionary programs such as sobriety court, the only model where the County Board has significant influence to adopt such programs is CCA.

[http://www.courtinnovation.org/sites/default/files/documents/Assessing\\_Effectiveness.pdf](http://www.courtinnovation.org/sites/default/files/documents/Assessing_Effectiveness.pdf)

County Board Influence Considerations					
Specialty courts and local programming decisions	County Board can approve additional Aitkin expense for Aitkin specific programming	County w/ approval from ARC Board	County	Judge and DOC have final authority, County Board can make requests	DOC, County Board can make requests
Expense and Cost Containment decisions (Operations)	CMCC	County	County	Judge and DOC, County Board can ask questions	DOC
Expense and Cost Containment decisions (services, out of home placements, etc...)	CMCC	County	County	Judge and DOC, County Board can ask questions	DOC

**AN AGREEMENT ESTABLISHING PARTICIPATION IN ARROWHEAD REGIONAL CORRECTIONS UNDER THE  
COMMUNITY CORRECTIONS ACT**

This agreement is in addendum to the joint powers agreement dated January 1, 1993 between the Minnesota Counties of Cook, Carlton, Koochiching, Lake and St. Louis, bodies corporate and politic, existing under the laws of State of Minnesota and incorporates Aitkin County in to Arrowhead Regional Corrections under the terms of this agreement.

WHEREAS, Cook, Carlton, Koochiching, Lake and St. Louis entered in to an agreement on January 1, 1993 to create the Arrowhead Regional Corrections Board to operate a jointly-owned program for the efficient and economic delivery of regional corrections services pursuant to MN Statute 471.59 (Joint Exercise of Powers) and MN Statute 401 (Community Corrections Act); and

WHEREAS, Aitkin County has requested to join with Arrowhead Regional Corrections under the terms of this addendum for the efficient and economic delivery of regional corrections services pursuant to MN Statute 471.59 (Joint Exercise of Powers) and MN Statute 401 (Community Corrections Act);

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties do agree as follows:

I. General Purpose

The purpose of this agreement is to establish the rights, obligations, terms and conditions under which Aitkin County will participate as a member of Arrowhead Regional Corrections (hereinafter "ARC"). No provision of this addendum shall be interpreted to modify the existing agreement between Cook, Carlton, Koochiching, Lake and St. Louis Counties.

II. ARC Executive Board

Aitkin County shall assign one member of the Aitkin County Board to serve as a non-voting member of the ARC Executive Board. Aitkin County's appointee to the ARC Executive Board may attend ARC Executive Board meetings at the expense of Aitkin County.

III. Scope

The scope of this agreement is for provision of community corrections services to offenders and clients who are the financial responsibility and/or within the jurisdiction of Aitkin County. Including (1) those individuals prosecuted by the Aitkin County Attorney's Office, including pre-trial services, and other such community corrections that are required by statute, rule or local policy and (2) all offenders sentenced by the Aitkin County District

Court, unless otherwise transferred under the intra-state transfer policy and (3) all offenders transferred to Aitkin County through the intra-state transfer policy and (4) all offenders who are on supervised release and residents of Aitkin County.

IV. Aitkin County Board: Powers and Duties

The following powers and duties are delegated to the Aitkin County Board to provide community corrections services under the terms of this agreement:

a. Personnel

Aitkin County is required to maintain appropriate staffing levels to provide community corrections services in accordance with the scope of this agreement. Appropriate staffing levels are at the discretion of Aitkin County. All aspects of personnel administration are delegated to Aitkin County including development and administration of personnel policies, hiring, termination, discipline, management, payroll and benefits. Aitkin County shall provide space for community corrections offices at Aitkin County's expense. Aitkin County shall hire and retain a director to manage and administer corrections and to coordinate with the Executive Director of ARC. The Aitkin County director has no authority over any aspect of ARC affairs other than service delivery and administration in Aitkin County in accordance with the scope of this agreement. ARC shall pay no costs, direct or indirect to administer personnel for staff hired by Aitkin County under the terms of this agreement.

b. Reporting and Data Management

Aitkin County shall be responsible for preparing and delivering reports and data to ARC for the purposes of ensuring accurate reporting to the Minnesota Department of Corrections (DOC). Aitkin County shall prepare and deliver such reports to ARC in the format and within the timeline defined by ARC. Aitkin County shall be responsible for maintaining, managing and securing data maintained by Aitkin County under the terms of this agreement. Aitkin County has the authority and responsibility to access and maintain data from the MN Bureau of Criminal Apprehension, national crime index and other databases to which ARC has access. Aitkin County is responsible to maintain data security and privacy in accordance with applicable statutes, rules and regulations.

c. Advisory Board

Aitkin County will participate in the ARC Advisory Board in a manner established by the ARC Executive Director, the ARC Advisory Board by-laws, and as determined by the ARC

Executive Board. Aitkin County may establish and maintain an Aitkin County Community Corrections Advisory Board for the purpose of local correctional services. Should Aitkin County establish a Community Corrections Advisory Board, Aitkin County is responsible for all costs and administration thereof.

d. Comprehensive Plan

The Aitkin County Area Director shall participate and assist in development, review and analysis of the ARC comprehensive plan, at the discretion of the ARC Executive Director. The Aitkin County Area Director shall be responsible for all aspects of preparing the Aitkin County section of ARC's comprehensive plan.

e. Corrections Practices Policies, Procedures and Programming

Aitkin County shall adopt ARC's corrections practices, policies and procedures. Aitkin County shall have the authority to deviate from ARC's corrections practices, policies and procedures upon written notification to the ARC Executive Director approval of the ARC Executive Board and approval of the appropriate Aitkin County authority. Aitkin County shall have the authority to develop, pilot and maintain community corrections programming at the discretion and expense of Aitkin County.

f. Budget, Finance and Accounting

Aitkin County will be the fiscal agent for all employees of the Aitkin County Corrections Office and its assigned duties within the scope of this agreement. Aitkin County shall be responsible for establishing an annual budget for community corrections and directly paying claims for all expenses associated with provision of community corrections services in accordance with the scope of this agreement. Property and assets acquired by Aitkin County shall remain the property of Aitkin County. ARC shall assume no liability for the expenses of Aitkin County. Aitkin County shall submit an annual budget in accordance with a form and timeline established by ARC. ARC may reject Aitkin County's budget only in the event it does not meet DOC standards and requirements for allocation of funds. ARC shall not be liable for paying any claims on behalf of Aitkin County, and shall incur no expense on behalf of Aitkin County. Aitkin County may not enter in to any contract on behalf of ARC.

V. ARC Board: Powers and Duties

a. Reporting and Data Management

The ARC Executive Board or designee shall prescribe a form and timeline for all reporting ARC deems necessary to ensure compliance with DOC reporting requirements. ARC shall make such reports, including data from Aitkin County as DOC may require. ARC shall execute such agreements as are necessary with Aitkin County and with MN BCA and other data providers to ensure Aitkin County has access to corrections data.

b. Comprehensive Plan

Aitkin County is a member of ARC in accordance with this agreement and for the purposes of the comprehensive plan required by DOC. Therefore, ARC shall provide a form and timeline to Aitkin County for submission of data for inclusion in the ARC comprehensive plan. ARC shall include a section and submit it to DOC in their comprehensive plan related to Aitkin County.

c. Corrections Practices Policies, Procedures and Programming

ARC shall have the right, at ARC's discretion, to ensure that in the event Aitkin County deviates from ARC's corrections practices, policies and procedures that such deviation does not violate applicable law, statute or rule.

d. Budget, Finance and Accounting

The ARC Executive Director ARC shall provide a form and timeline for submission of financial and budget data. ARC shall make such reports as required by DOC on all financial matters. Within 60 days of receipt of CCA subsidy payments from the State of Minnesota, shall directly disburse to Aitkin County the amount designated to Aitkin County by the CCA funding formula.

e. Personnel

ARC is not responsible for any aspect of personnel administration related to the staff providing community corrections services to Aitkin County in accordance with the scope of this agreement.

f. Oversight

ARC, through the ARC Executive Director, has the authority to conduct such oversight as ARC deems necessary to ensure compliance with the terms of this agreement.

VI. Mutual Agreements

a. Programming and Services

ARC and Aitkin County, upon agreement of the ARC Executive Board and the Aitkin County Board may engage in collaborative efforts to improve community corrections

services and programming. Notwithstanding the provisions of Sections IV and V of this agreement, neither party is required to perform any services for the other without compensation. Aitkin County is not entitled to receive member rates for programming and services offered by ARC.

b. Facilities

Aitkin County is not entitled to any of the benefits afforded to the other members of ARC including member rates for facilities.

VII. Financial Consideration

In consideration of the administrative effort related to reporting, analysis and oversight Aitkin County will remit payment to ARC in the amount of \_\_\_\_\_ (or at cost?).

VIII. Limits of Liability

- a. Aitkin County agrees to fully defend, indemnify and hold harmless ARC in its entirety for claims, losses, liability, suits, judgments costs and expenses by reason of the action or inaction of the Aitkin County Board, Aitkin County Administration, Aitkin County Area Director and staff hired by Aitkin County under the terms of this agreement.
- b. This agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minn. Stat. Section 466.04.
- c. To the full extent permitted by law, actions by ARC and Aitkin County pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed to be a "single governmental unit" for purposes of liability, as set forth in Minn. Stat. Section 471.59, Subd. 1a(a); provided further that for purposes of that statute, each entity to this Agreement expressly declines responsibility for the acts or omissions of each party.
- d. The Parties to this Agreement are not liable for the acts or omissions of the other participants to this Agreement, except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other party.

IX. Withdrawal and Termination

- a. Either party may withdraw from this agreement if legislation occurs which would allow Aitkin County to meet the population requirements to operate its own community corrections entity with a minimum of 30 days notice or with notice in accordance to the ARC Joint Powers Agreement dated January 1, 1993 absent legislation.

- b. Aitkin County's withdrawal from this agreement shall consider a full termination of the addendum to the original joint powers agreement dated January 1, 1993.
- c. Aitkin County's withdrawal shall not affect the terms of the ARC joint powers agreement date January 1, 1993.
- d. Upon withdrawal, Aitkin County shall be responsible for any outstanding financial obligations incurred while a member of ARC.
- e. Upon withdrawal, Property owned by Aitkin County shall be retained by Aitkin County.

X. Termination

**DOC Standards**

Caseloads	Low	High	
Low Risk			300
Moderate Risk		75	100
High Risk		30	40

**Aitkin County**

	ACTIVE	2016 MAR
Felony		207
Gross Misdemeanor/Misdemeanor		272
Juvenile		52
<b>Total</b>		<b>531</b>
Pre-Trial Felonies		126
Warrants		108

**Aitkin County Staffing Projections - CCA**

		Projected
1 Probation Director	124,845	124,845
5 Agent	483,497	429,007
1 Probation Aide	51,465	51,465
	<b>659,807</b>	<b>605,317</b>

**Aitkin County Staffing Projections - CPO**

	Low	High	Projected
1 Probation Director/Supervisor	107,781	136,350	124,845
2 or 3 Agent	108,980	301,770	186,566
1 Probation Aide	51,465	51,465	51,465
1 Sobriety Court Agent	54,490	100,590	89,481
	<b>322,715</b>	<b>590,175</b>	<b>452,357</b>

**DOC Staffing Projection - DOC**

	Low	High	Projected
1 County - Probation Aide	43,564	64,189	51,465
3 State - Agents	183,102	301,770	339,001
	<b>226,666</b>	<b>365,959</b>	<b>390,466</b>

\*\*\*\*Staffing projections include benefit costs projected at 34%  
 \*\*\*\*Lows and Highs are based on the state wage grid for probation agents  
 \*\*\*Likely amounts are based on existing staff wage rates, County or DOC are likely to hire existing staff  
  
 \*\*\*Total staff numbers are projected based on state standards for caseloads

Corrections Service Delivery Options Analysis  
 DRAFT - For Discussion Purposes only  
 Updates as of 20160319

**DOC**

Non-Levy Revenues		Projected
<b>Expenditures</b>		
DOC Contract (agents)	183,102	71% of Juv, Gross Misd, Misd agent cost
Personnel (support)	30,879	Confirmed w/DOC (100% of .5 FTE support staff)
Discretionary	10,000	DOC will not project, Incl supplies, materials, services and rents
Sobriety Court (if supported by DOC)	20,000	DOC has not indicated if they would continue sobriety court
<b>County Cost</b>	<b>243,981</b>	

**CPO**

Non-Levy Revenues		Projected
CPO Reimbursement	(90,621)	@29% of Personnel Expenditures (2016 Projection)
Electronic Monitoring	(30,000)	Projected by % of Gross Misd, Misd, Juv/Felony
Sobriety Court	(75,721)	Projected at same
Supervision Fees	(17,307)	Projected by % of Gross Misd, Misd, Juv/Felony
<b>Expenditures</b>		
Personnel	452,357	All Juvenile, Gross Misd, Misd cases, refunded through CPO Reimb @ 29%
Discretionary	30,000	
Sobriety Court	20,000	
<b>County Cost</b>	<b>288,708</b>	

**CCA**

Non-Levy Revenues		Proj #3
CCA Subsidy	(264,724)	
Supervision Fees	(28,845)	
Electronic Monitoring	(50,000)	
Sobriety Court Grant	(75,721)	
Misc	(6,000)	
<b>Expenditures</b>		
Personnel	572,089	5 Agents, 1 Dir, 1 Support
Discretionary	62,878	
Sobriety Court	20,000	
<i>Indirect Costs (overhead)</i>	<i>18,911</i>	Overhead expenses are not expected to increase due to CCA
<b>County Cost (Levy)</b>	<b>248,588</b>	

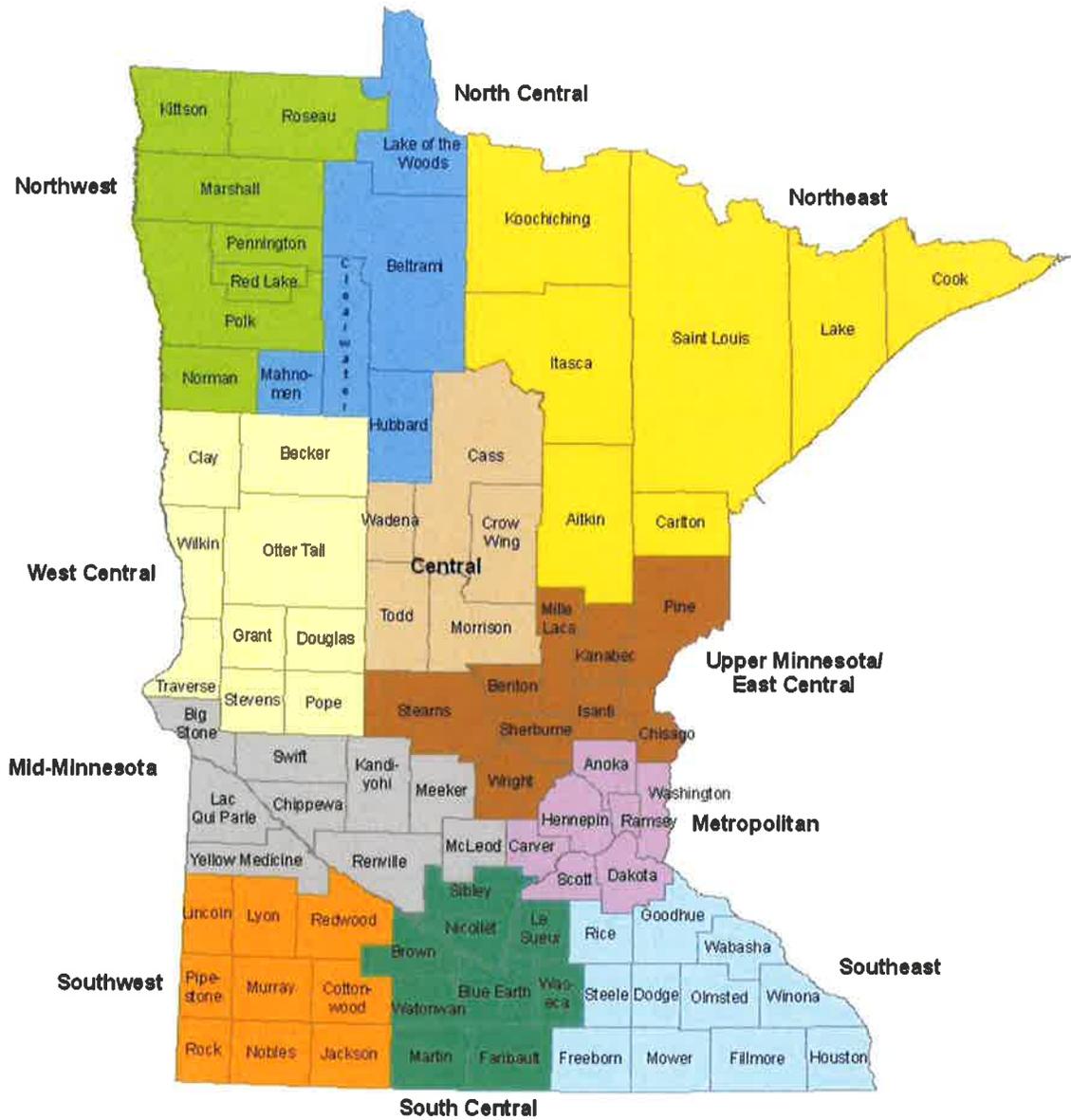
**Personnel Cost Calculations**

		0.0775	0.062	0.0145		
	Salary	PERA	FICA	Med	Health	
	93184	7,222	5,777	1,351	10224	
	31987	2,479	1,983	464	10224	
	57457	4,453	3,562	833	10224	
	49793	3,859	3,087	722	10224	
	62366	4,833	3,867	904	10224	
	73279	5,679	4,543	1,063	10224	
	65661	5,089	4,071	952	10224	
	433,727	33,614	26,891	6,289	71,568	572,089

Indirect (Overhead Calculations) Estimates based on Cost Allocation Plan

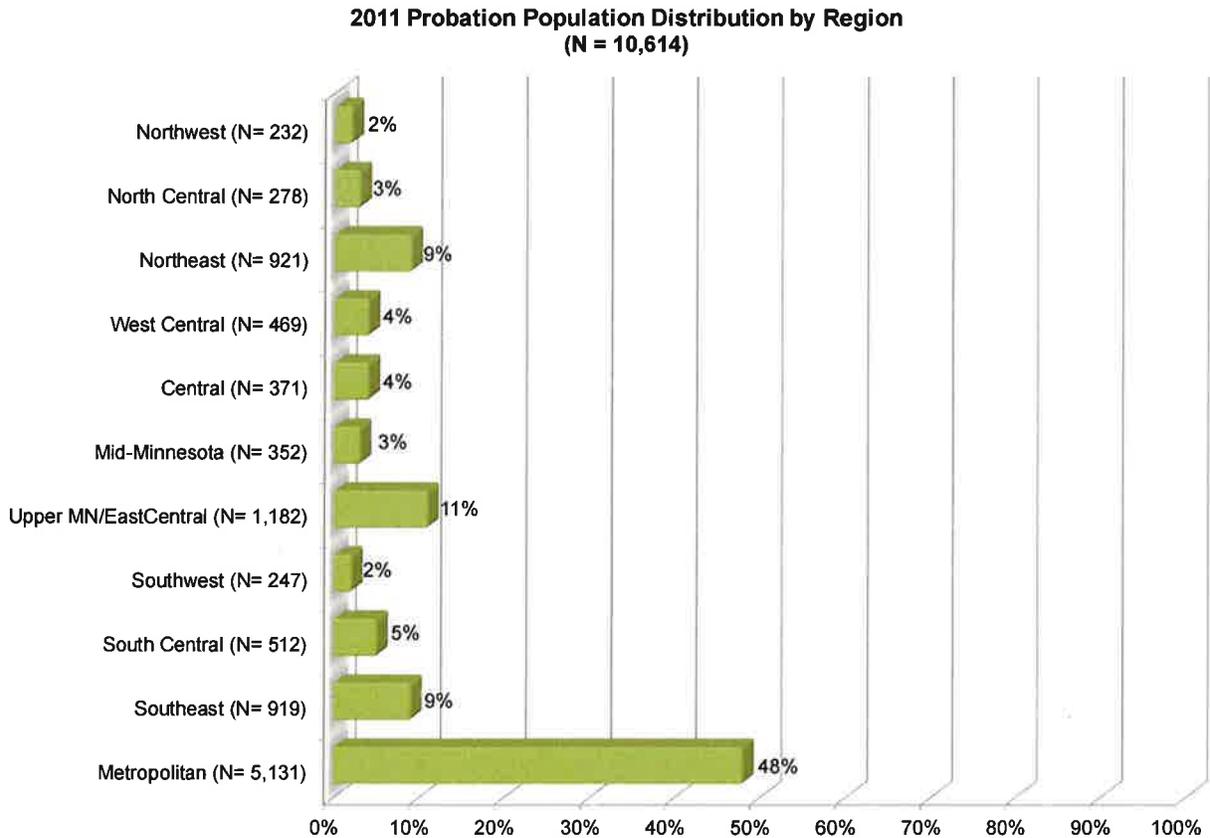
Building use	4111
Accounting	1200
Payroll	3600
IT Support	10000

# Regional Map



# Probation Regional Recidivism

FIGURE 7

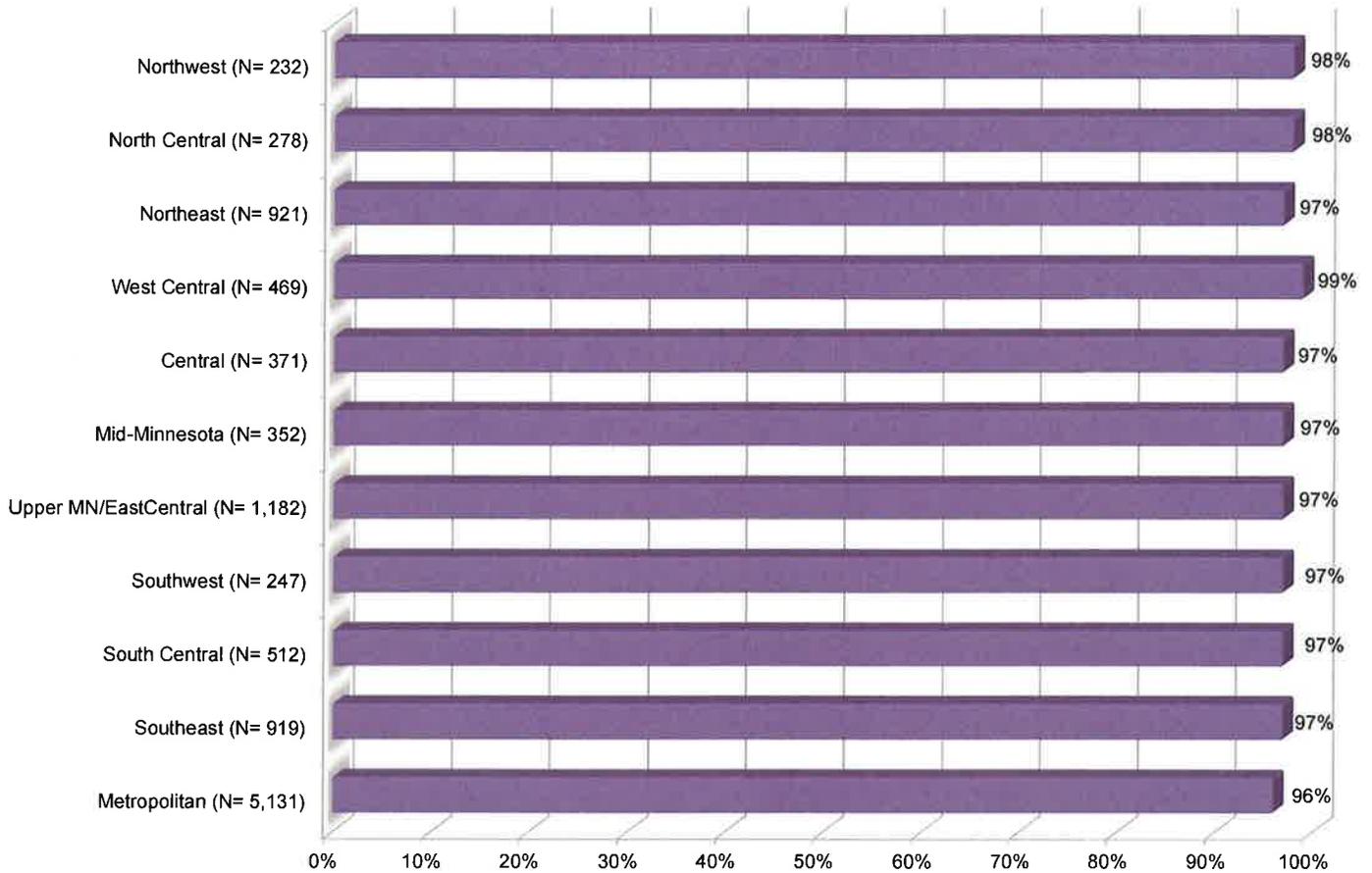


- The majority of the probation offenders (48%) that closed in 2011 had been supervised in the Metropolitan region<sup>7</sup>.
- All other regions with the exception of Upper Minnesota/East Central (11%) region represented 9% or less of the probation population (Figure 7).

<sup>7</sup> Please refer to page 13 for the regional breakdown.

**FIGURE 8**

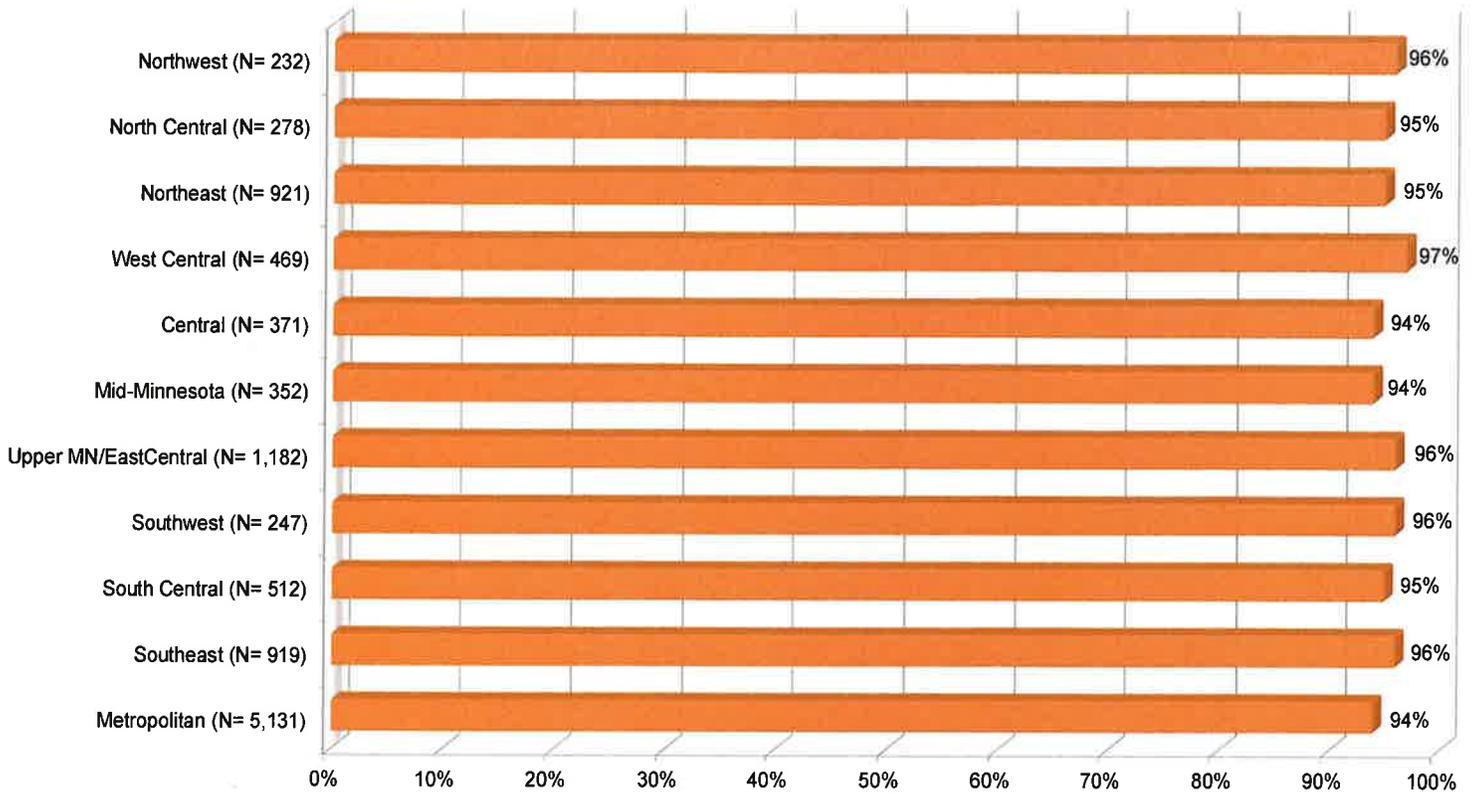
**Six Months Felony-Free by Region for Probationers with a Felony Case Closed in 2011  
(N = 10,614)**



- Figure 8 shows that probationers at six months post-supervision, had felony conviction free rates between 96% and 99%.
- Felony-free conviction rates were at 99% in the West Central region.

**FIGURE 9**

**One Year Felony-Free by Region for Probationers with a Felony Case Closed in 2011  
(N = 10,614)**

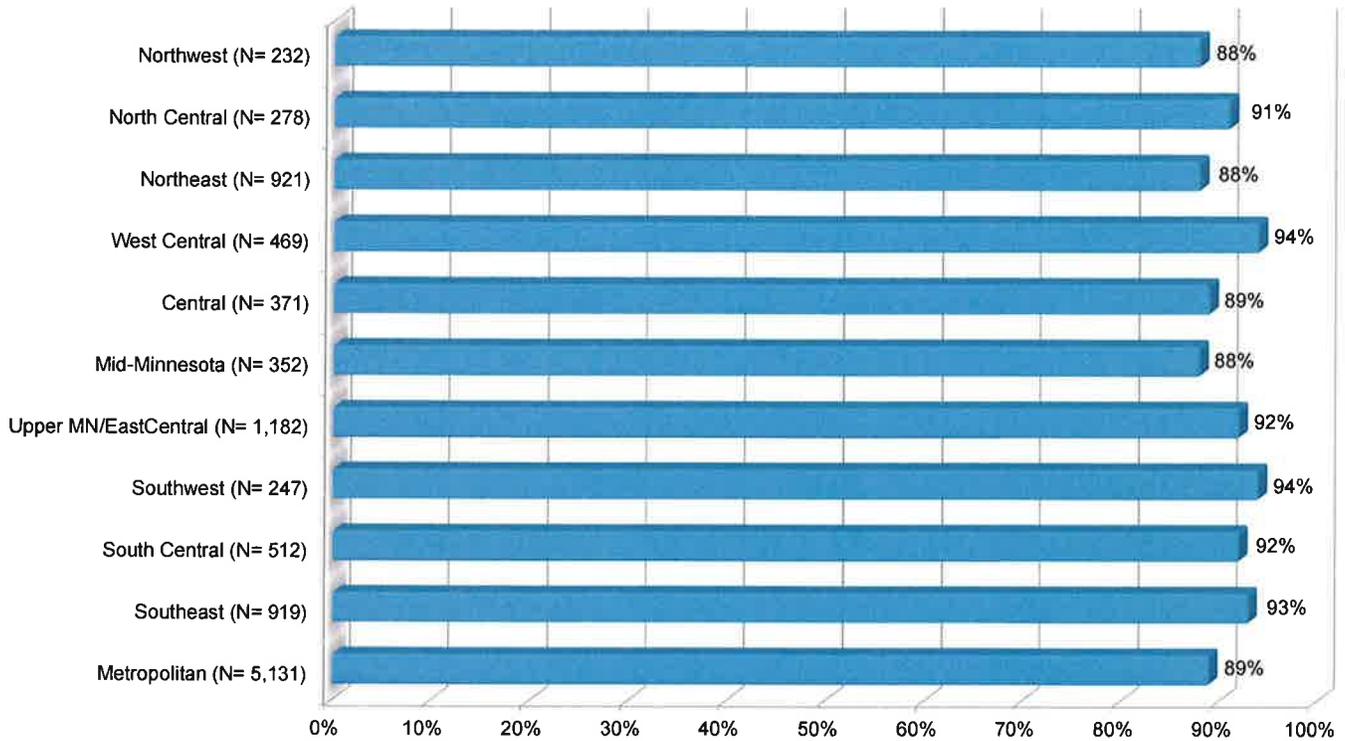


- By one year post-supervision, between 94% and 97% of offenders who had been on probation in all regions were felony conviction free (Figure 9).
- The West Central<sup>8</sup> again topped the regions with a felony-free conviction rate at 97%. The Central, Mid-Minnesota and Metropolitan regions had the lowest at 94%.

<sup>8</sup> Please refer to page 13 for the regional breakdown.

**FIGURE 10**

**Two Years Felony-Free by Region for Probationers with a Felony Case Closed in 2011  
(N = 10,614)**

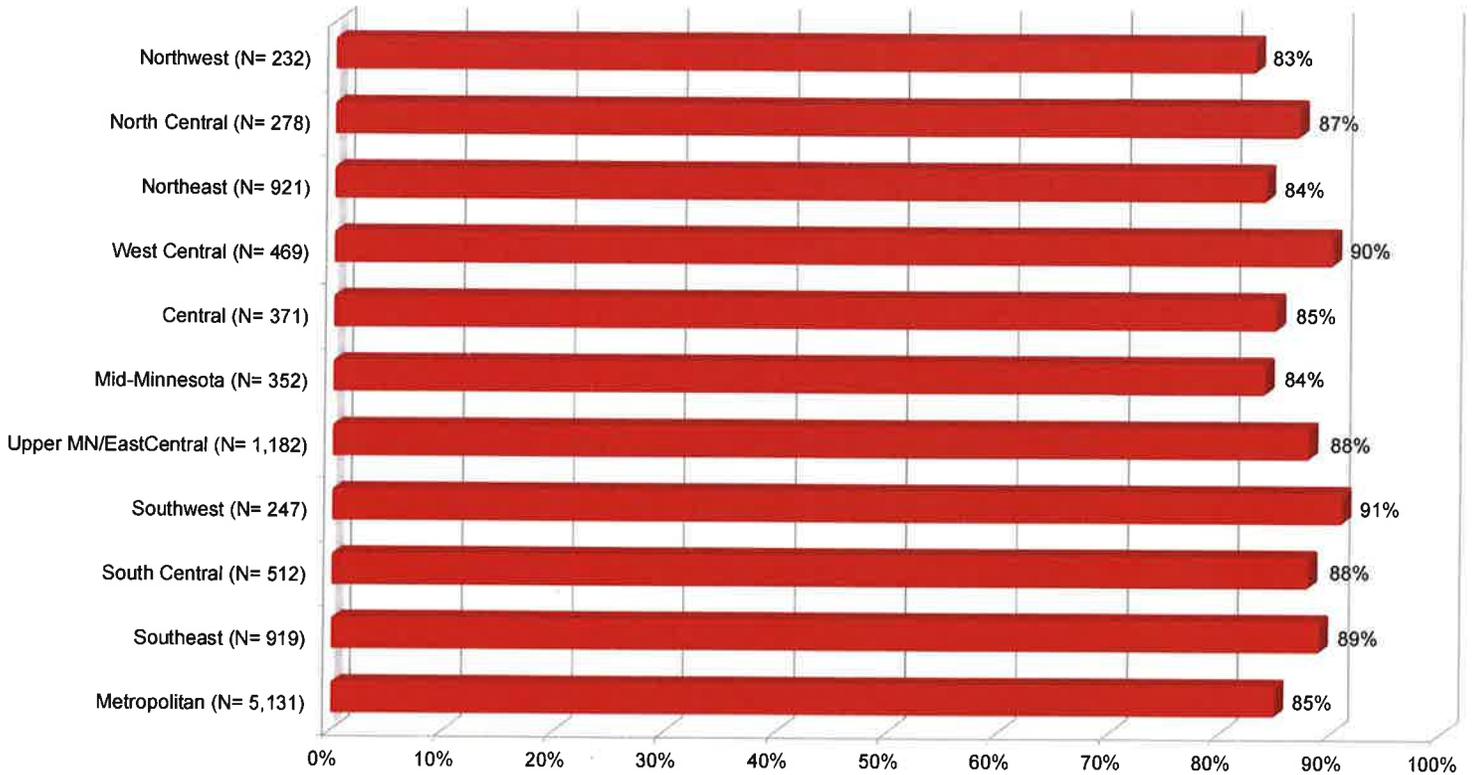


- At two years post-supervision between 88% and 94% of felony-level offenders who were on probation remained felony conviction free (Figure 10).
- The West Central and Southwest<sup>9</sup> regions had the highest rate at 94%.

<sup>9</sup> Please refer to page 13 for the regional breakdown.

**FIGURE 11**

**Three Years Felony-Free by Region for Probationers with a Felony Case Closed in 2011  
(N = 10,614)**



- Within three years post-supervision between 83% and 91% of felony-level offenders who had been on probation remained felony conviction free (Figure 11).
- The Northwest region represented the highest felony-free conviction rate at 91%.