

INTERAGENCY AGREEMENT

This agreement is entered into by and between the Office of the Court Administrator (hereinafter referred to as OCA), the Thirteenth Judicial District and Yellowstone County (hereinafter referred to as the Pilot County).

THE PARTIES OF THIS AGREEMENT, AND IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, AGREE AS FOLLOWS:

The OCA, hereby enters into this Interagency Agreement regarding the establishment of a pretrial program with the pilot county. The following courts are participating in the pilot: Laurel City Court, Yellowstone Justice Court, and the Thirteenth District Court. This program shall be conducted in accordance with the conditions and stipulations established in Judicial Branch policy number 885 and 3-1-7-708 MCA.

1. DUTIES AND RESPONSIBILITIES OF THE PILOT COUNTY:

To ensure that the rights of individuals accused of a misdemeanor, or a felony offense are protected. To ensure that the safety of victims of crime and the general public is assessed prior to a decision being made to release or detain a defendant, the pilot county agrees to cooperate fully with the following:

- A. Utilize Arnold Venture's Public Safety Assessment (PSA) Instrument for all defendants, except as outlined below, that are arrested by law enforcement agencies and detained in the Pilot County. Federal detainees, State of Montana parole violators and detainees who are being held for out-of-state jurisdictions will not be subject to a Public Safety Assessment. State of Montana probation violators, DOC offenders conditionally released who are detained following an alleged commitment of a new felony or misdemeanor are subjected to a PSA.
- B. Ensure that the AutoMon defendant notification system for all court appearances is utilized and maintained as part of the pretrial program.
- C. Enter arrest, detention, and release and case closure data on all individuals arrested in Pilot County for felony and misdemeanor offenses into the AutoMon Management Information System.
- D. Provide case management and services, as directed by the local court, for defendants released from custody to aid in the defendant's success while on pretrial status.
- E. Submit data for the completion of the "Performance Measures Report" to the OCA by the 20th of each month.
- F. Provide data, as requested, to assist in the preparation of a report for submission to the Montana Legislature relative to the success and progress of the pretrial program in the pilot county.
- G. Ensure that appropriate staff participate in all OCA sponsored training/meetings regarding the pretrial program.
- H. Utilize the Pretrial Release Guide (PRG), approved by the project's Advisory Council.

- I. Ensure that key stakeholders, including, a law enforcement representative, a district court judge, city court judge and/or a justice of the peace (if applicable), an attorney representing the county attorney, an attorney representing the public defender, a representative from pretrial services, and a county commissioner meet at a minimum two times per year. The meeting agenda should include a review of data related to the project and a general discussion of issues facing the project as well as a review of cases and the utilization of the PSA scores. The Chief District Court Judge of the Thirteenth Judicial District, or the Judge's designee, will inform the OCA of the scheduled meeting 10 days prior to the meeting and provide a written summary of the meeting to the OCA recapping the topics addressed.
- J. Communicate as necessary with the OCA or OCA designees relative to the pretrial project.
- K. Support the OCA's efforts to fully comply with the conditions of the Memorandum of Understanding between the OCA and Arnold Ventures.
- L. Submit requests for reimbursement of monthly expenditures to OCA by the 20th of the month for expenditures incurred in the previous month. Documentation must include a summary of expenditures incurred along with copies of invoices paid or a general ledger report generated by the county's accounting system.

2. DUTIES AND RESPONSIBILITIES OF THE OFFICE OF THE COURT ADMINISTRATOR.

The OCA agrees to provide the following:

- A. Allocate funds as provided by the Montana Legislature for the pretrial project to the pilot county based on arrest data prepared by the Montana Board of Crime Control.
- B. Provide training/support for aspects related to pretrial including training on the appropriate use of the PSA instrument.
- C. Provide access, training and technical assistance related to the AutoMon Management Information System for pretrial case management services to each pilot county.
- D. Provide direction and support via the Supreme Court appointed Advisory Council and the pilot county working group.
- E. Hire and train staff to complete and submit a PSA on all defendants, as addressed in section 1. A, to the appropriate court, county attorney and defense attorney prior to the defendant's initial court appearance.
- F. Provide Pilot County with direction related to the completion of on-going "Performance Measures" reports and requirements for data tracking related to the report to Montana Legislature.
- G. Provide pilot county monthly criminal history checks on all active cases, if requested. Notification to the pilot county on the results of the criminal history checks for active cases.
- H. Attend a minimum of one scheduled county stakeholders meeting per year. OCA staff's attendance will aid in the understanding of issues facing the pilot county's pretrial

project, aid in overcoming concerns expressed by the stakeholders, review the Interagency Agreement, and the annual OCA allocation to the county.

3. ALLOCATION OF FUNDS:

In consideration for continued participation in the pretrial pilot project, the OCA shall authorize the Pilot County spending authority as follows:

- A. The Pilot County shall have available two hundred and twelve thousand dollars (\$212,000).
- B. The OCA agrees to reimburse all appropriate pilot county expenditures within 60 days of receiving a valid invoice and deducted from the pilot district's pretrial allocation. Reimbursement will be made based on actual expenditures submitted and approved by OCA. Approved expenditures must comply with the attached Supreme Court policy governing the program.
- C. Funds from the OCA for the pretrial project may not be used to supplant funding for pretrial related programming/services currently being utilized in the pilot county.
- D. The Pilot County must submit a budget narrative outlining the utilization plan for pretrial services funding. The budget narrative will be reviewed and approved by the OCA prior to the execution of the agreement and attached and part of the Interagency Agreement.

4. TIME OF PERFORMANCE:

This agreement shall take effect on July 1, 2023, and shall terminate on June 30, 2024 unless terminated earlier in accordance with terms of this Agreement.

5. THIRD PARTY CONTRACTS

The Pilot County may enter into Agreements with service providers that offer supervision, check-ins, drug testing, counseling/treatment, or electronic monitoring for pretrial defendants. These services are intended to aid the defendant to stay crime free during the defendant's period of pretrial release.

6. TERMINATION AND DEFAULT

- A. The OCA or The Pilot County may terminate this agreement in whole or in part if either party fails to perform as required in this agreement. A written termination notice must be submitted to the other party 30 days prior to the anticipated date of the termination of the agreement.
- B. The OCA, at its sole discretion, may terminate this agreement if available funding is reduced.

7. LIASION

The liaison for the OCA will be the Court Administrator or her designee. Liaison for The Pilot County will be a member or an appointed designee of the Pilot County Commission.

8. ACCESS AND RETENTION OF RECORDS

- A. The Pilot County agrees to provide the OCA, the Legislative Auditor or their agents' access to any records concerning this Agreement.
- B. The Pilot County and the OCA agree to create and retain all records supporting this Agreement for a period of three years after the completion of the Agreement.

9. COMPLETED CONTRACT

The OCA cannot disburse any payments under this Agreement until a fully executed original is returned to the OCA along with an agreed upon budget narrative submitted by The Pilot County.

SIGNATURES:

Supreme Court Administrator

Beth McLaughlin

Chair, Yellowstone County Commission

Chief District Court Judge, Thirteenth Judicial District