

INTERAGENCY AGREEMENT

This agreement is entered into by and between the Office of the Court Administrator (hereinafter referred to as OCA), the _____ Judicial District and _____ County (hereinafter referred to as the 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 county. The following courts are participating in the pilot: _____ Justice Court and the _____ 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 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 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 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 the 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 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. A representative of the county will inform the OCA of the scheduled meeting 10 days prior to the meeting and provide written minutes of the meeting to the OCA summarizing the topics addressed at the meetings.
- 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.

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

The OCA agrees to provide the following:

- A. Provide training/support for aspects related to pretrial including training on the appropriate use of the PSA instrument.
- B. Provide access, training and technical assistance related to the AutoMon Management Information System for pretrial case management services to each county.
- C. Provide direction and support via the Supreme Court appointed Advisory Council and the county working group.
- D. 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.
- E. Provide 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.
- F. Provide county monthly criminal history checks on all active cases, if requested. Notification to the county on the results of the criminal history checks for active cases.
- G. Attend a minimum of one scheduled county stake holders meeting per year. OCA staff's attendance will aid in the understanding of issues facing the 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. TIME OF PERFORMANCE:

This agreement shall take effect on ____, and shall terminate on ____, unless terminated earlier in accordance with terms of this Agreement.

4. TERMINATION AND DEFAULT

- A. The OCA or The 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 funding is reduced.

5. LIASION

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

6. ACCESS AND RETENTION OF RECORDS

- A. The County agrees to provide the OCA, the Legislative Auditor or their agents' access to any records concerning this Agreement.
- B. The 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.

SIGNATURES:

Supreme Court Administrator

Beth McLaughlin

Chair, _____ County Commission

District Court Judge, _____ Judicial District
