

## INTERAGENCY AGREEMENT

This agreement is entered into by and between the Office of the Court Administrator (hereinafter referred to as OCA) pretrial program, the Thirteenth Judicial District and Yellowstone 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 continuation of a pretrial program cooperative agreement with the County. The following courts are participating in the pretrial program: Laurel City Court, Billings Municipal Court, Yellowstone Justice Court, Arraignment 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 3-1-708 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 and 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 PSA. State of Montana probation violators, Montana Department of Corrections (DOC) offenders conditionally released who are detained following an alleged commitment of a new felony or misdemeanor are subject 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, release and case closure data on all individuals arrested in the County for felony and misdemeanor offenses into the AutoMon Management Information System monthly.
- D. Designate a pretrial case manager to serve as the pretrial program's point of contact. Additionally, the case manager supports defendants in their efforts to abide by conditions established by the court and reflected in the OCA established Pretrial Release Guide.
- E. Upon request by the OCA, submit data for the completion of the "Performance Measures Report" to the OCA within 30 days.
- F. Provide raw data or a summary report annually on how the pretrial program has impacted the county's jail population.
- G. Provide data, as requested, to assist in the preparation of a report for submission to the Legislature relative to the success and progress of the pretrial program in the county.

- H. Ensure that appropriate staff participate in OCA sponsored training/meetings regarding the pretrial program. Training should include judges, county attorney staff and public defender staff when necessary.
- I. Utilize the OCA Pretrial Release Guide (PRG) in all designated courts in the County.
- J. Ensure that local stakeholders meet a minimum of once 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 score. The Chief District Court Judge or designee will schedule and inform the OCA of the scheduled meeting 10 days prior to the meeting to allow for OCA participation. The meeting must be held before December 1, 2026.

The local stakeholders include the following:

- 1. a representative from law enforcement
  - 2. a district court judge
  - 3. a city court judge and/or a justice of the peace (if applicable)
  - 4. a representative from the county attorney's office
  - 5. a representative from the Office of the Public Defender
  - 6. a representative from the local pretrial services program
  - 7. a county commissioner
- K. Communicate, as necessary, with the OCA or OCA designees relative to the pretrial project.
  - L. Support the OCA's efforts to comply with the conditions of the Memorandum of Understanding between the OCA and Arnold Ventures.
  - M. Submit requests for reimbursements of monthly expenditures to OCA by the 20<sup>th</sup> 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. Expenditures must comply with the budget narrative per Section 3.D.

## 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 program to the participating 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 upon the request of the County.
- C. Provide access, training and technical assistance related to the AutoMon Management Information System for pretrial case management services to each county.

- D. Provide direction and support via the Supreme Court appointed Pretrial Advisory Council and any working committees.
- 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 the 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 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.
- H. Attend one scheduled County stakeholders 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. ALLOCATION OF FUNDS:

In consideration of continued participation in the pretrial program, the OCA shall authorize the participating County reimbursement as follows:

- A. The participating County shall have available two hundred and ten thousand dollars (\$210,000).
- B. The OCA agrees to reimburse all appropriate county expenditures within 60 days of receiving a valid invoice and deducting from the district's pretrial allocation. Reimbursement will be made based on actual expenditures submitted and approved by the OCA. Approved expenditures must comply with the Supreme Court Policy (885) 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 participating county.
- D. The participating 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 Inter-Agency agreement.

### 4. TIME OF PERFORMANCE:

This agreement shall take effect on July 1, 2026, and shall terminate on June 30, 2027, unless terminated earlier in accordance with terms of this Agreement.

### 5. THIRD PARTY CONTRACTS

The participating 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. Copies of third-party contracts are to be made available upon OCA's request.

#### 6. 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.

#### 7. LIASION

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

#### 8. 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.

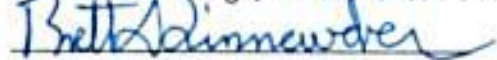
#### SIGNATURES:

Supreme Court Administrator

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David L. McAlpin

District Court Judge, Thirteenth Judicial District



Hon. Brett Linneweber

Chair, Yellowstone County Commission

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