

1. Agenda

Documents:

[1-15-2020 SM.PDF](#)

2. Meeting Materials

Documents:

[CONTRACT 20-04 INTERLOCAL AGREEMENT - 1.14.20 CORRECTED.PDF](#)

***Cascade County***  
**Special Commission Meeting**  
**January 15, 2020 @ 1:30 p.m.**  
***Courthouse Annex***  
***Commission Chambers, Room 111***

*Please note the Agenda order is tentative and subject to change by the Board without prior notice.  
Therefore, members of the public are encouraged to be in attendance at the time the meeting is scheduled to begin.  
Public comment during public participation is limited to a maximum seven (7) minutes.*

***Call to Order***

***Chairman James L. Larson***

***Pledge of Allegiance***

**1. Motion to Approve or Disapprove:**

**Contract 20-04:**

**Interlocal Agreement with the Supreme Court for pre-trial safety assessment services.**

**2. Public comment on any public matter that is not on the meeting agenda, and that is within the Commissioners' jurisdiction. (MCA 2-3-103)**

**3. Adjournment.**

## **INTERLOCAL AGREEMENT**

This Interlocal Agreement (“Agreement”) is made and entered into by and between, the Office of the Court Administrator (“OCA”), and Cascade County, a political subdivision of the State of Montana, located at 325 2<sup>nd</sup> Avenue North, Great Falls, Montana.

### **WITNESS:**

**WHEREAS**, the Montana Interlocal Cooperation Act, codified at § 7-11-101 (2019), MCA (hereinafter the “Act”), permits local government units to make the most efficient use of their powers by enabling them to cooperate with other local governmental units on a basis of mutual advantage, and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

**WHEREAS**, the Act provides that one or more public agencies may contract with any one or more other public agencies to perform any administrative service, activity, or undertaking which such public agencies are otherwise authorized by law to perform; and

**WHEREAS**, Cascade County is a corporate political subdivision of the State of Montana pursuant to § 7-1-2101, MCA, and Mont. Const. Art. XI § 2, and constitutes a public agency pursuant to § 7-11-103, MCA; and

**WHEREAS**, pursuant to MCA § 3-1-701, the Office of the Court Administrator (“OCA”) is under the direction of the Montana Supreme Court, the judicial branch of government of the State of Montana; and

**WHEREAS**, pursuant to MCA § 3-1-708, the OCA has authority to develop and administer a pilot pretrial program for felony defendants that includes the use of a validated pretrial risk assessment tool.

**NOW, THEREFORE**, pursuant to the Act and in consideration of the mutual covenants and agreements contained herein, the undersigned parties hereby agree as follows:

#### **1. Incorporation of Recitals.**

The Recitals set forth above are incorporated into and shall constitute a material part of this Interlocal Agreement (“Agreement”).

#### **2. Purpose and Scope of the Agreement.**

The purpose and scope of this Agreement is for the OCA to partner with Cascade County (“County”) to develop and administer a pilot pretrial program for felony defendants within the jurisdiction of Cascade County, which shall be conducted in accordance with MCA 3-1-708.

#### **3. Duties and Responsibilities of the County:**

- A. Utilize the Laura and John Arnold Foundation (“Foundation”) Public Safety Assessment Instrument (“PSA”) for all new felony defendants, except as outlined below, that are arrested by law enforcement agencies and detained in Cascade County.
- B. Unless the data is already entered by OCA, enter arrest, detention, and release data on all individuals arrested in Cascade County for felony offenses into the *AutoMon Management Information System*.
- C. Submit data for the completion of the performance measures report, upon request, to the OCA.
- D. Use the Cascade County Legal Team (CCLT) which the County hereby names as one representative from the following: County Commissioner, County Sheriff’s Office, District Court, and County Attorney’s Office to conduct quarterly meetings.
- E. Provide data, as requested and available, to assist in the preparation of a report for submission to the 68<sup>th</sup> Montana Legislature relative to the success and progress of the pilot pretrial program in the County. Ensure appropriate staff participation in all OCA sponsored training regarding the pretrial program.
- F. Communicate when necessary with the OCA or OCA designees relative to the pilot pretrial project.
- G. Support the OCA’s efforts to fully comply with the conditions of this Agreement between the OCA and the Foundation.

**4. Duties and Responsibilities of the OCA:**

- A. Provide training 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 the County.
- C. Provide direction and support via the Supreme Court appointed Advisory Committee.
- D. Hire and train staff to complete and submit a PSA on all felony defendants, as addressed in Section 3.A. of the Agreement, to the appropriate Court, County Attorney and Defense Attorney prior to the defendant’s initial court appearance.
- E. Provide County with performance measure report format and requirements for data tracking related to the report to the 68<sup>th</sup> Montana Legislature.

- F. The OCA will provide PSA reports for individuals who are arrested and detained at the County to initial court appearance. PSA reports shall be provided to the County for the duration of this Agreement.

#### **5. Duration and Renewal.**

This Agreement, upon execution by the duly authorized representative of the OCA and the Board of Cascade County Commissioners, shall commence on \_\_\_\_\_, 20\_\_ and shall continue in full force and effect through \_\_\_\_\_, 20\_\_, unless terminated in accordance with the terms of this Agreement. This Agreement may be renewed annually as funding allows.

#### **6. Termination and Default.**

- A. Either party may terminate this Agreement, in whole or in part, if either party fails to perform as required under this Agreement. A written termination notice must be submitted to the other party at least ninety (90) days prior to the anticipated date of the termination of this Agreement.
- B. The OCA, at its sole discretion, may terminate this agreement if available funding is reduced upon ninety (90) days written.

#### **7. Separate Legal Entity.**

Pursuant to § 7-11-105(2), MCA, nothing in this Agreement shall be construed to create an agency, partnership, joint venture or employee relationship between the parties. The parties, by virtue of this Agreement, shall have no right, power or authority, except as expressly provided for by law, to act or create any obligation, express or implied, on behalf of the other party. Further, pursuant to § 7-11-105(6), MCA, there shall be no administrator or joint board responsible for administering the terms of this Agreement.

#### **8. Consideration and Financing.**

Pursuant to § 7-11-105(4), MCA, no funds will be transferred between OCA and the County in conjunction with this Agreement, as the good and valuable consideration is satisfied by the mutual assumptions of obligations herein.

#### **9. Ownership of Assets.**

Pursuant to § 7-11-105(7), MCA, and at all times relevant to this Agreement, all equipment and other property used by either party to execute and carry out the purpose of this Agreement shall remain the exclusive property of the respective party.

#### **10. Retirement Systems Contributions.**

Pursuant to § 7-11-105(8), MCA, no new employment is contemplated by this Agreement and therefore no retirement systems contributions will be paid by either party under this Agreement.

### **11. Third Party Contracts.**

Cascade County may enter into other agreements with service providers that offer supervision, treatment, drug testing, counseling or monitoring for pretrial defendants.

### **12. Hold Harmless and Indemnification.**

Subject to the limitations of MCA § 2-9-108, each party to this Agreement shall protect, defend, indemnify, and hold harmless the other party, its officers, agents, and employees from and against any and all manner and form of liability, damages, claims, claims for damages, demands, causes of action, or expenses, including interest, of any nature or description resulting from or arising out of or in connection with the said party's intentional or negligent acts or omissions in the performance and provision of providing specified services pursuant to and in accordance with the terms of this Agreement. Nothing herein shall be construed as an agreement by either party to release, indemnify or hold harmless the other party, its officers, agents, or employees from liability for any damage or injury to persons or property proximately caused by the intentional or negligent acts or omissions, of the other party, its officers, agents, or employees unless said party, its officers, agents, or employees are acting under the direction or control of that party.

### **13. Notice.**

All notices required to be provided shall be given in writing, addressed to the respective parties' authorized representatives as designated herein, and delivered personally or by U.S. mail. For purposes of this Agreement, written notice shall be deemed to have been duly served: (1) in the case of personal delivery, on the date indicated upon a written receipt issued by the recipient; (2) in the case of unregistered and uncertified U.S. mail, three business days following the listed date of the notice or the date of the postmark, whichever is later; and (3) in the case of registered or certified mail, the date indicated on the return receipt.

### **14. Liaison.**

The County and OCA shall each designate a representative authorized to receive all agreement communications and notices and who shall be authorized and responsible to take action necessary for the execution and administration of this agreement. Except as otherwise designated in writing by the respective parties, the authorized representatives of the parties are:

Cascade County  
Board of Cascade County Commissioners  
325 2nd Avenue North, Room 111  
Great Falls, MT 59401

Office of Court Administrator  
Beth McLaughlin  
301 S. Park Ave. Suite 328  
Helena, MT 59620

**15. Access and Retention of Records.**

County agrees to provide OCA, the Legislative Auditor or their agents access to any records concerning this Agreement. Further, the parties agree to create and retain all records supporting this Agreement for a period of three (3) years after the completion of this Agreement.

**16. Entire Agreement.**

This Agreement constitutes the entire agreement of the undersigned parties with respect to the matters addressed herein and supersedes any and all previous agreements or representations, if any, between the parties.

**17. Severability.**

If any terms of this Agreement should hereafter be declared void or becomes unenforceable by operation of law, all other terms of this Agreement shall continue to be effective unless the void or unenforceable terms materially affects the ability of the governing bodies to carry out the essential purpose set forth in this Agreement.

**18. Amendment.**

This Agreement may not be amended, except by written agreement of the undersigned parties in conformance with the requirements of the Act.

**19. Time is of the Essence.**

Time is of the essence in the performance of all parties' obligations and duties under this Agreement.

**20. Assent.**

Pursuant to § 7-11-104, MCA, the undersigned parties hereby authorize, approve and execute the terms of this Agreement.

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**OFFICE OF COURT ADMINISTRATOR**

\_\_\_\_\_  
Beth McLaughlin  
Supreme Court Administrator

**THE EIGHTH JUDICIAL DISTRICT COURT  
IN AND FOR CASCADE COUNTY**

\_\_\_\_\_  
Hon. Elizabeth Best

**CASCADE COUNTY**

APPROVED by the Board of County Commissioners, Cascade County, Montana, on this \_\_\_\_  
day of \_\_\_\_\_, 20\_\_.

**BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA**

\_\_\_\_\_  
James L. Larson, Chairman

\_\_\_\_\_  
Jane Weber, Commissioner

\_\_\_\_\_  
Joe Briggs, Commissioner

**ATTESTATION**

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, I hereby attest the above-written signatures  
of the Cascade County Board of County Commissioners.

\_\_\_\_\_  
Rina Fontana Moore, Clerk and Recorder

\* APPROVED AS TO FORM:  
Josh Racki, County Attorney

\_\_\_\_\_  
Deputy County Attorney

\* The County Attorney has provided advice and approval of the foregoing document language on behalf of the Board of Cascade County Commissioners, and not on behalf of other parties or entities. Review and approval of this document by the County Attorney was conducted solely from a legal perspective and for the exclusive benefit of Cascade County. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

