

MEMORANDUM OF UNDERSTANDING
between the
UNITED STATES DISTRICT COURT FOR THE DISTRICT OF
MONTANA
and
United States Probation and Pretrial Services Office for the District of
Montana
and
United States Attorney’s Office for the District of Montana
and
Federal Defenders of Montana

INTERAGENCY AGREEMENT
Group Led Alternative Court Inspiring and Encouraging Recovery
(GLACIER)

The United States District Court for the District of Montana, the United States Probation and Pretrial Services Office for the District of Montana, the United States Attorney’s Office for the District of Montana, and the Federal Defenders of Montana commit to providing qualified individuals, who have agreed to participate in GLACIER, a comprehensive court program that blends treatment and sanction alternatives pre-adjudication to effectively address offender behavior, rehabilitation, and the safety of the community. By their respective signatures below, the parties to this Interagency Agreement agree as follows:

1. GLACIER Overview. Glacier is a post-plea/pre-adjudication program in which the participant enters a guilty plea and his/her sentencing is held in abeyance while the participant completes the program. Participants will also execute a GLACIER contract pursuant to which they agree to

participate in the program and abide by the governing terms of the program as set forth therein. Participants will be involved in GLACIER for at least 12 months, though the term of involvement may be extended as necessary to a maximum of no more than 24 months. As such, the program is intended to be flexible, working at each individual's pace with an understanding that the process to recovery may be a slow track. Successful completion of the GLACIER program leads to dismissal of the charge(s). If a participant is terminated from the program, the sentence is imposed by the District Court Judge overseeing the GLACIER program, pursuant to the previously entered plea and plea agreement.

2. Underlying Principles. A comprehensive court program for substance abusers will not only help individuals by changing their substance use behavior, but also impact the most lives through rehabilitation, and save taxpayer money. The parties agree the following ten principles are essential to achieving these goals and the operation of an effective post-plea/pre-adjudication court and are, therefore, the guiding principles underlying the GLACIER program:

A. Integration of substance abuse treatment with justice system case processing, i.e., incorporate social services and treatment programs under the traditional guise of the court system;

B. Use of a non-adversarial approach, in which the prosecution and defense counsel promote public safety while protecting the right of the participant to due process;

C. Early identification and prompt placement of eligible participants and access to a continuum of treatment and rehabilitation;

D. Frequent testing for alcohol and illicit drugs;

E. A coordinated strategy among the judge, prosecution, defense, probation, and treatment providers to govern offender compliance;

F. Ongoing judicial interaction with each participant;

G. Monitoring and evaluation to measure achievement of program goals and gauge effectiveness;

H. Continuing interdisciplinary education to promote effective planning, implementation, and operation; and

I. Partnerships with public agencies and community-based organizations to generate local support and enhance drug court effectiveness.

3. The Executive Review Team and Division Review Teams. The current Executive Review Team is comprised of Deputy Chief United States Probation Officer Jerrod Akins, Assistant United States Attorneys Tara Elliott, and Jessica Betley, Assistant Federal Defender Clark Matthews, and Criminal Justice Act (CJA) appointed attorney Wendy Holton. At all times, the Executive Review

Team will include at least one representative of the U.S. Attorney's Office, the Federal Defenders, and the U.S. Probation and Pretrial Services Office.

The primary duties of the Executive Review Team will be to staff prospective participants for admission.

The Division Review Teams will be comprised of a Probation Officer, an Assistant United States Attorney, an Assistant Federal Defender, a CJA Appointed Attorney, and a District Court or Magistrate Judge. The primary duties of the Division Review Team will be to monitor, support, and assist participants as they progress through the program. Other duties include the assessment and approval of treatment providers, living arrangements, and employment opportunities for participants, as well as to review any needed program changes. The Division Review Team will be responsible for discussing what sanctions or rewards should be imposed and whether participants should be terminated from the program.

4. Eligibility Criteria. The parties agree that eligibility requirements must be objective and fair and include the following for the GLACIER pre-adjudication program:

A. The person is currently charged with an offense in the District of Montana for any crime except any violation involving the possession or use of a firearm (18 U.S.C. §§ 922(g), 924(c), etc.), sexual offenses or a history thereof, serious violent offenses or a history thereof, or aggravated

identity theft;

B. The person's criminal conduct appears motivated by substance abuse;

C. The person is a lawful resident or citizen of the United States and resides within the District of Montana;

D. The person has no more than one prior felony conviction, which also appears to have been motivated by substance abuse issues;

E. The person is willing to accept responsibility for an offense currently charged and willing to, prior to graduation, provide the government with all information and evidence the defendant has concerning the offense or offenses that were part of the alleged crimes;

F. The person's mental health conditions, if any, must be manageable; and

G. The person may not work as an informant for the government during his/her participation in GLACIER.

Eligibility does not guarantee enrollment in the program. In order to participate in the program, the potential participant must be approved unanimously for participation by the Executive Review Team and thereafter, execute the requisite GLACIER contracts, as described below in paragraph 5(B). Decisions of the Executive Review Team are not appealable.

5. Referral Process.

A. Identification and Preliminary Selection of Participants

A referral to the GLACIER program should be made as early as possible, but, in any event, no later than before litigation of pretrial motions. Referrals made should reflect an individual for whom it is believed a period of intensive supervision, coupled with programs intended to address the root causes of his/her criminal conduct will be more effective than a criminal sentence in decreasing the likelihood of recidivism.

The initial identification of prospective participants may be done by U.S. Probation and Pretrial Services, the prosecutor, or the defense lawyer representing the prospective participant. If the prosecutor indicates a willingness to accept the defendant into the program if the eligibility criteria are satisfied, the defendant may be referred to the GLACIER Executive Review Team for possible selection as a program participant.

Acceptance into the GLACIER program will require unanimous agreement by the GLACIER Executive Review Team. In making that decision, the GLACIER Executive Review Team agrees that the eligibility criteria are intended to be interpreted broadly to facilitate access to the program for individuals who need and want treatment. The Executive Review Team may consider the defendant's criminal record, reported substance abuse/dependence history, mental

health history, willingness and ability to participate in the program, as well as all other relevant factors to determine suitability for the program.

B. Procedures Following Approval for Participation by the GLACIER Executive Review Team

The GLACIER program is voluntary and requires the waiver of certain constitutional rights. Therefore, the prospective GLACIER participant must have sufficient time to obtain discovery, investigate the facts, and carefully and thoroughly evaluate the choices presented before entering a plea agreement and the program contract necessary to participate in the GLACIER program. The following steps encourage that process and will be completed after the GLACIER Executive Review Team has selected a prospective participant for the program:

Step 1. *Appointment of the Federal Defenders for GLACIER Purposes.* If the defendant is determined to be a suitable candidate for the GLACIER program, the GLACIER program Assistant Federal Defender or CJA Appointed Attorney will be appointed to represent the prospective participant for purposes of the GLACIER program. The prospective participant will continue however, to be represented by his/her original counsel in the underlying criminal case for purposes of determining whether to enter a guilty plea in that case as required for participation in the GLACIER program.

After his/her admission to the GLACIER program, original defense counsel will represent the participant during the requisite statement to the government

regarding all information the participant has concerning the offense or offenses that were part of the original charges.

The GLACIER program defense counsel will advise the prospective participant and his/her attorney regarding the requirements of the GLACIER program, the terms of the GLACIER program contract, as well as the waiver of confidentiality for treatment program information required for participation in the GLACIER program. The GLACIER defense counsel may be present for the requisite statement to the government regarding all information the participant has concerning the offense or offenses that were part of the original charges.

Step 2. *Plea Agreement and GLACIER Contract.* Defense counsel and the prosecutor shall negotiate a plea agreement containing terms acceptable to the prosecutor and the prospective participant to at least one of the criminal charges pending against the prospective participant. If the offense of conviction includes a restitution obligation, the agreement must include a commitment by the prospective participant to begin paying restitution as directed during the GLACIER program and an agreement by the prospective participant to consent to an order of restitution in favor of specified victims for any remaining restitution before the dismissal of the criminal charges.

The plea agreement must incorporate the terms of the GLACIER program contract and the waiver authorizing access to treatment information. The

prosecutor and the participant further agree that the plea agreement will be entered into pursuant to Federal Rule of Criminal Procedure 11(c)(1)(C) to the extent that it will bind the GLACIER Judicial Officer, upon a participant's successful completion of the GLACIER program, to accord the participant the benefits for successful completion of the program specified in the plea agreement, i.e., dismissal with prejudice of the criminal charges against the prospective participant. If the participant is terminated from the program based upon unsuccessful completion, the participant will be sentenced in accordance with the Sentencing Guidelines, 18 U.S.C. § 3553(a), any applicable statutory mandatory minimums, and consistent with the terms of the written plea agreement.

The GLACIER program contract will articulate expectations and obligations of the prospective participant and the other members of the GLACIER Division Review Team, including, but not limited to, the expectations and obligations of the prospective participant to undergo a drug and alcohol evaluation/assessment and follow all treatment recommendations, as well as to provide the government with all information he/she has concerning the offense or offenses originally charged. If a participant is terminated from the GLACIER program, the parties agree that this statement of culpability would satisfy the requirements of 18 U.S.C. § 3553(f)(5) (the safety valve) and corresponding guidelines. Additionally, the United States Attorney's Office agrees to consider whether the information provided in the

statement constitutes substantial assistance that would justify a motion for a sentence reduction filed in accordance with 18 U.S.C. § 3553(e) and/or USSG §5K1.1. The decision whether to file a substantial assistance motion is entirely up to the prosecution and the participant is not offered or promised that a motion will be filed.

Step 3. *Transfer to the GLACIER Judicial Officer.* The GLACIER Executive Review Team, through correspondence from the GLACIER Probation Officer, will seek approval of a transfer of the prospective participant's case from the originating district judge to the GLACIER Judicial Officer. The correspondence will explain the GLACIER Executive Review Team's reasons for recommending participation in the GLACIER program, and a brief summary of the anticipated plea agreement. If rejected, the case will proceed in the usual course before the originating district judge. If approved, the originating judge will execute an Order transferring the defendant's case for all purposes to the GLACIER Judicial Officer.

Step 4. *Initial Appearance before the GLACIER Judicial Officer.* Once a defendant's participation in the GLACIER program has received approval from the originating District Judge and the case has been transferred to the GLACIER Judicial Officer, the Probation and Pretrial Services Office will arrange for the participant to make an initial appearance before the GLACIER Judicial Officer.

The initial hearing before the GLACIER Judicial Officer will be conducted in open court, in the presence of the GLACIER program Assistant Federal Defender or CJA Appointed Attorney and the participant's original defense counsel, and consist of the following:

1. Assurance that the prospective participant's involvement in the GLACIER program is voluntary, as confirmed by the participant's oral representations and the GLACIER program contract to be signed by the prospective participant, as well as each member of the GLACIER Division Review Team;

2. Assurance that the prospective participant understands his/her constitutional rights and the terms of the Plea Agreement executed by the prospective participant, defense counsel, and the prosecutor;

3. The entry of an Appearance Bond, if the prospective participant is in custody, for the sole purpose of allowing him/her to engage in the GLACIER program, including any and all conditions of release deemed appropriate by the GLACIER Judicial Officer; and,

4. Assurance that the prospective participant understands and executes a waiver authorizing the GLACIER program team access to treatment program information regarding successes and failures in any program to which the participant is referred or enrolled in as part of the GLACIER program, for the sole

purpose of participating in the monitoring and evaluation of a participant's progress in the GLACIER program or for assessing sentencing recommendations following a participant's unsuccessful completion of the GLACIER program.

Step 5. *Entering a Plea of Guilty.* After each of the above documents are Executed before the GLACIER Judicial Officer, the prospective participant will enter a guilty plea before the GLACIER Judicial Officer. Upon acceptance of the guilty plea, the District Court will stay the sentencing proceedings, including the preparation of a presentence report.

Once each of these five steps is taken, the defendant will be a participant in the GLACIER program. At that time, the participant's original defense counsel is relieved of any further responsibilities with the exception of representing the participant in the requisite meeting with the government in which, prior to graduation, the participant must provide all information known by the participant about the offense or offenses originally charged.

6. Immunity for Statements Made in GLACIER Program. An essential component of the GLACIER program is every participant's complete candor with the GLACIER Judicial Officer and the other members of the GLACIER Division Review Team. Accordingly, the United States Attorney's Office agrees that the GLACIER Program Contract will include a provision that statements made and documents and other information provided by the participant

during and in relation to any and all GLACIER program proceedings shall not be used against the participant during the government's case-in-chief in any future proceedings.

The United States Attorney's Office also agrees that the statement provided to the government about all evidence and information the participant has concerning the offense or offenses that were part of the charged conduct cannot be used by the government to require further cooperation of the participant and thereby demand his/her withdrawal from the GLACIER program, or to file additional charges against the participant, except as the basis for a prosecution for perjury or making of a false statement.

If, however, the participant is terminated from the program, the United States may, pursuant to 18 U.S.C. § 3661, provide the contents of the statement given by the participant to the Court. This statement may not, pursuant to USSG §1B1.8, be used to determine the appropriate sentencing guidelines range. It may be used for impeachment purposes only.

7. Respective Roles of the GLACIER Executive and Division Review Teams. All of the parties to this agreement recognize that an essential component of the GLACIER program is a collaborative or "team" approach to determine what is in the best interests of each participant. "Best interests" looks beyond the narrow focus on the particular charges and instead focuses on the overarching issue

of the participant's sobriety. This approach is reflected in the respective roles of the Executive and Division Review Teams throughout the course of the GLACIER program for each participant.

A. Role of the GLACIER Program Judicial Officer

Initially, the GLACIER program will operate with a single District Court Judge in each division or a single District Court Judge paired with a single Magistrate Judge in each division. While expansion of the number of participants or other events may result in the need for participation by additional judicial officers, the parties agree that the essential need for continuity in the judicial role mandates that a limited number of judicial officers be involved. The parties also agree that the active involvement of the program Judicial Officer with participants in the GLACIER program is essential. When participants are excelling in the program, the GLACIER Judicial Officer will provide encouragement. When participants are noncompliant with the GLACIER program, the GLACIER Judicial Officer, after receiving recommendations from the other members of the GLACIER Division Review Team, will determine the appropriate sanction based on the nature of the participant's noncompliant behavior. If appropriate, sanctions should be progressive in terms of severity. Like other sanctions, the GLACIER Judicial Officer, after again receiving recommendations from the other members of the GLACIER Division Review Team, will make the final decision to terminate

the participant from the GLACIER program and proceed to sentencing. The GLACIER Judicial Officer acknowledges that sincere attempts to participate in the GLACIER program should not be penalized.

B. Role of the GLACIER Program Probation Officer.

The GLACIER Probation Officer will be charged with overseeing supervision of appropriate non-contract treatment and other program agencies based on the needs of individual participants as determined by the GLACIER Probation Officer and the GLACIER Judicial Officer. The GLACIER Probation Officer will also work with treatment and other program providers to ensure effective communication between the treatment and other program providers and the GLACIER Division Review Team.

In preparation for GLACIER court appearances, the GLACIER Probation Officer will oversee the preparation of reports to inform the parties of the participant's struggles and achievements. To expedite the reporting process, avoid overworking the Probation Officer, and create continuity in reporting, a standardized "GLACIER Program Progress Report" will be used. For each participant, the GLACIER Probation Officer or designated substitute will distribute a GLACIER Program Progress Report, along with any attachments, to the GLACIER Division Review Team at least a full 24 hours before each scheduled GLACIER program court appearance.

When serious problems in supervision arise, the Probation Officer will immediately notify the Court and seek guidance on action to be taken, including but not limited to authorization to arrest the participant.

The Probation Officer will also maintain, within each participant's U.S. Probation and Pretrial Services file, a separately-delineated section that will constitute the "GLACIER Program File" for each participant. This GLACIER Program File will include the participant's GLACIER program contract, all GLACIER Program Progress Reports for the participant, treatment and other program records for the participant, results of drug testing for the participant, and all other records relating to the participant's progress through the GLACIER program. The GLACIER Program File for any participant will be made available to the GLACIER Division Review Team as necessary for implementation of the GLACIER program. The GLACIER Program File for each participant will otherwise remain a part of the participant's U.S. Probation and Pretrial Services file and confidential.

C. Role of the GLACIER Program Assistant U.S. Attorneys:

The role of the United States Attorney's Office in the GLACIER program is to participate in a team effort with the GLACIER Executive Review Team and Division Review Teams to encourage each participant's success in the GLACIER

program and to participate in GLACIER program decisions about proper sanctions for participants struggling with the program's requirements.

The Assistant United States Attorneys will be involved in decisions about program planning both when a participant is succeeding and when a participant is struggling, may be called on to report on a participant's progress during a GLACIER program appearance, and should be prepared to provide assistance to the other members of the GLACIER Executive and Division Review Teams in determining whether a participant's continued participation in the GLACIER program is warranted. Like the other team members, the GLACIER Assistant United States Attorneys' role is expected to be non-adversarial.

The GLACIER Assistant United States Attorneys, or designated substitutes, are also responsible for scheduling and taking the statement of culpability concerning the offense or offenses originally charged, in the presence of the original defense counsel. The fact that the defendant may not have any relevant information to provide or information not already known to the government will not preclude a determination by the GLACIER Executive or Division Review Teams that the participant has complied with this requirement. The GLACIER Assistant United States Attorneys agree that the overarching objective of the statement is to demonstrate the participant's sincere intent to achieve sobriety and

participate in GLACIER. Use of the participant's statements is governed by the terms of the GLACIER Contract and Agreement to Continue Sentencing.

If the participant is terminated from the program, the participant understands that the statement may be provided to the Court, pursuant to 18 U.S.C. § 3661, and that such statement cannot, pursuant to USSG §1B1.8, be used to determine the applicable sentencing guideline.

D. Role of the GLACIER Program Assistant Federal Defender and CJA Appointed Attorney.

The role of the GLACIER Assistant Federal Defender and CJA Appointed Attorney is to participate in a team effort with the GLACIER Judicial Officer, Assistant United States Attorneys, and the Probation Officer to encourage each participant's success in the GLACIER program, discourage bad decisions and disinterest in the GLACIER program at their first sign, and participate in GLACIER program decisions about proper sanctions for participants struggling with the program's requirements.

The GLACIER Assistant Federal Defender and CJA Appointed Attorney should be involved in decisions about program planning both when a participant is succeeding and when a participant is struggling, may be called on to report on a participant's progress during a GLACIER program appearance, and should be prepared to provide assistance to the other members of the GLACIER Executive and Division Review Teams in determining whether a participant's continued

participation in the GLACIER program is warranted. The Assistant Federal Defender's and CJA Appointed Attorney's roles are also expected to be non-adversarial.

8. GLACIER Program Proceedings. Participants agree to a minimum of 12 months in the GLACIER program and may spend as long as 24 months in GLACIER court. The time spent in GLACIER court is divided into stages and varies based on each participant's circumstances and progress. From the outset, however, participants will appear at least monthly before the same GLACIER Judicial Officer and the other members of the GLACIER Division Review Team in their respective division. While circumstances, such as inclement weather, may warrant occasional remote appearances by participants, such appearances must be approved in advance by the GLACIER program's Probation Officer and limited to no more than one every three months, given the importance of the group dynamic to the participant's prospect of successfully completing the program.

To ensure continuity, only the GLACIER Division Review Team members will be involved in the GLACIER program and will appear for each GLACIER program session in their respective division.

The order of participant appearances at each GLACIER court session will be set by the GLACIER Judicial Officer as deemed most beneficial to the participants, with the understanding that, ordinarily, absent being excused by the GLACIER

Judicial Officer, participants will be expected to remain through the appearances of at least some of the other participants at the particular GLACIER program session. To effectuate the parties' intent that the GLACIER program be less adversarial and provide as much support as possible to participants, all parties agree that conduct that might otherwise constitute a violation of the terms of an Appearance Bond or the GLACIER program rules may be handled in an informal manner. In particular:

(a) all conduct that might be considered a violation will be presented to the GLACIER Judicial Officer, the other members of the GLACIER program team, and the participant through the Probation Officer's regular GLACIER Program Progress Report, or a status report to the GLACIER Judicial Officer filed on an expedited basis if the circumstances so warrant; and

(b) absent a determination that termination from the GLACIER program is justified in accordance with paragraph 10 below, any sanction for such a violation, so long as it is within the range of sanctions set forth in paragraph 9 below, will be handled through:

(i) a directive issued by the GLACIER Judicial Officer at a regular GLACIER court session in a non-adversarial setting; or

(ii) if the participant and the members of the GLACIER Division Review Team all agree to a particular sanction or treatment intervention, on an expedited basis before the participant's next scheduled

GLACIER court appearance by means of a modification executed by the participant and the members of the GLACIER Division Review Team.

For each participant, after each GLACIER court appearance, the GLACIER Judicial Officer will issue a GLACIER Program Status Report reflecting actions taken and scheduling that participant's next GLACIER program appearance.

9. GLACIER Program Sanctions. The GLACIER program anticipates that participants may struggle during treatment and may relapse. Noncompliant behavior, including a relapse, will result in sanctions. However, consistent with the overarching goal of participant success, the range of possible sanctions is generally flexible to ensure that some level of sanction is available for every type of violation. Factors that will influence the type of sanction employed include the seriousness of the violation, the number of violations, and the amount of time the participant has remained compliant, either before a first violation or between violations. In addition, an important factor will be whether the participant voluntarily discloses the violation. Dishonesty on the part of the participant will result in enhanced sanctions. Depending on these factors, any of the sanctions listed below – including termination from the GLACIER program – will be available. In addition, if appropriate, any or all of the available sanctions may be ordered more than once during the course of a participant's progress through the GLACIER program. Sanctions may include, but are not limited to:

- Additional education or writing assignments (for example, write out an explanation for noncompliant behavior and describe a plan to correct it);
- Order to participate in community service;
- Order to participate in the community treatment/counseling program(s);
- Judicial reprimand delivered during GLACIER court proceedings in front of other GLACIER program participants;
- Order to return to GLACIER program proceedings to observe for a half or full day;
- Curfew restriction for up to 30 days;
- Increase in frequency of progress hearings before the GLACIER Judicial Officer;
- Order to complete a term of home confinement (with conditions that may include alcohol monitors and standard location monitoring);
- Order to complete a term of up to 30 days at a residential reentry center;
- Order to complete a term at a residential drug treatment facility;
- Order to spend up to seven days in jail; and
- Termination from the GLACIER program. If terminated, the government may move the Court to detain the participant pending sentencing.

These sanctions are intended to take a creative approach to altering behavior, while cutting the costs associated with first resorting to a traditional “days in jail” sanction. Sanctions imposed should be completed by the participant’s next

GLACIER program appearance, unless the GLACIER Judicial Officer allows more time. The participant may be required to report on performance of the sanction at his/her next GLACIER program appearance.

The GLACIER Probation Officer or designated substitute will monitor compliance with imposed sanctions and report on compliance in a regular GLACIER Program Progress Report, or, if circumstances warrant, in a status report to the GLACIER Executive Review Team filed on an expedited basis. A participant faced with any sanction will have the option of requesting termination from the GLACIER program and proceeding to sentencing.

10. Adversarial Hearings. Except as provided in the participant's GLACIER contract, recognizing that circumstances may arise in which a participant is alleged to have violated a term of the GLACIER program rules and the participant believes that he or she did not engage in the alleged conduct constituting the violation, the parties agree that a request for an adversarial hearing on whether the participant in fact committed the alleged conduct will not automatically result in termination from the GLACIER program.

Such adversarial hearings are, however, to be conducted only to determine the question of whether the participant in fact committed the alleged conduct, and not as an opportunity for the participant to offer an explanation for admitted or undisputed conduct.

11. Termination based upon Unsuccessful Completion of GLACIER Program. In recognition of the reality that relapse can be part of recovery from drug or alcohol addiction and/or in addressing underlying causes of criminal activity, every effort should be made to continue to work with participants. All parties realize, however, that there will be some circumstances in which it is appropriate to terminate a participant from the GLACIER program. Termination may be either voluntary or involuntary and, in either circumstance, will result in the participant proceeding to sentencing before the GLACIER Judicial Officer on the charge(s) to which the participant entered a guilty plea or pleas without receiving the benefits provided for successful completion of the GLACIER program in the participant's plea agreement. Before imposing sentence, the GLACIER Division Review Team will have access to and may consider for purposes of sentencing the participant's GLACIER Program File, which will document all successes, failures, and sanctions that occurred during the GLACIER program. The Assistant Federal Defender, the CJA Appointed Attorney, and the Assistant United States Attorney may make recommendations as well. In making recommendations, the parties should not advocate for a longer sentence than what would have been imposed if a standard plea were negotiated, either in an effort to "set an example" for other drug court participants or for any other reason. The originating District Judge will be

notified of the participant's termination from the GLACIER program by correspondence from the Probation Officer.

12. Program Benefits. During the GLACIER program, rewards may be offered to recognize participant progress, such as certificates and public accolades before other GLACIER participants. More substantial rewards may also be provided to aid participants in improving their personal situations. Rewards may also include elimination of location monitoring and curfew, decreased urinalysis testing and officer contacts or other achievement recognitions. Such rewards, however, are not guaranteed.

Whether a participant has successfully completed the GLACIER program will be determined by the GLACIER Judicial Officer, in consultation with the other members of the GLACIER Division Review Team, subject to the minimum requirement that a participant will have demonstrated at least six months of continuous sobriety. A participant who is determined to have successfully completed the GLACIER program will receive the benefits specified in the participant's plea agreement, i.e., withdrawal of the participant's previously-entered guilty plea(s) and the charges being dismissed with prejudice.

13. GLACIER Program Graduation. GLACIER program graduation will take place at the participant's final, regularly scheduled GLACIER court appearance. In addition to participants, the originating District Judge, family

members, sponsors, and friends will be invited to attend the graduation. The GLACIER Judicial Officer will present graduating participants with a Certificate of Completion, and other articles of recognition as determined by the GLACIER Judicial Officer and the other members of the GLACIER Division Review Team. The Certificate of Completion will close the GLACIER Program File section of the participant's U.S. Probation and Pretrial Services file. The GLACIER Judicial officer will also issue an order withdrawing the guilty plea(s) and dismissing with prejudice the criminal charges pending before the originating District Judge at the time of the guilty plea.

14. Modification and Supplementation of Interagency Agreement.


The parties recognize that as the GLACIER program is implemented, modification or supplementation of this Interagency Agreement may be necessary.

Consequently, a program evaluation will be conducted by the Executive Team no later than December 31, 2024, and every two years thereafter, to ensure the goals of the program are being met. Any modification or supplementation of this Interagency Agreement will be in writing and will be made by the GLACIER Executive Team only upon the consent of all members of that team and with agreement by the GLACIER Judicial Officer that the proposed modification review and approval does not need to be referred to the United States District Court for the District of Montana for approval.

15. Termination. A party may terminate participation in the GLACIER program by providing written notice not less than 24 months prior to the effective date of such termination. No defendant shall be admitted to the program following a party's notice of termination. This period of time will ensure all agreements entered into with participating defendants will be honored.

IT IS SO AGREED on this 21 day of December, 2022.

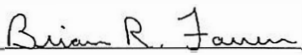
FOR THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MONTANA:



The Honorable Brian M. Morris
Chief United States District Judge

12/19/2022
DATE

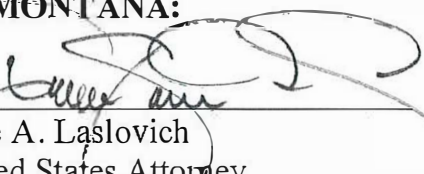
FOR THE UNITED STATE PROBATION AND PRETRIAL SERVICES OFFICE FOR THE DISTRICT OF MONTANA:



Brian Farren
Chief U.S. Probation Officer

12/15/2022
DATE

FOR THE UNITED STATES ATTORNEY'S OFFICE FOR THE DISTRICT OF MONTANA:



Jesse A. Laslovich
United States Attorney

12.21.2022
DATE

FOR THE FEDERAL DEFENDERS OF MONTANA:



Rachel Julagay
Federal Defender

12/21/2022
DATE