

**MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF BILLINGS AND YELLOWSTONE COUNTY
TO DEVELOP AND OPERATE SHORT TERM FACILITY AT YCDF**

This Memorandum of Understanding (MOU) is made this ____ day of _____, 20__ by and between CITY of Billings (CITY) and Yellowstone COUNTY, (COUNTY) and the Yellowstone COUNTY Sheriff's Office (YCSO).

WHEREAS, CITY and COUNTY identified a population of offenders that are committing multiple crimes in a short period of time, are blatantly defying the criminal justice system. These individuals disrespect law enforcement, fail to appear in court, avoid warrants and continue to be free in the community.

WHEREAS, CITY and COUNTY desire to develop a short-term detention facility ("STDF") that will be used to immediately detain low-risk offenders who pose a risk to the community but are not charged with a severe crime are not being held in the limited space at the Yellowstone County Detention Facility ("YCDF").

THEREFORE, this Agreement sets forth the following terms pursuant to which CITY and COUNTY shall agree:

Purpose:

STDF will be a pre-arraignment facility with most inmates being released on a bond and other pre-trial monitoring after arraignment.

Term:

This Agreement sets forth the following terms pursuant to which CITY and COUNTY shall agree:

This Agreement shall begin on May 15, 2024, for an initial three-year term and shall automatically be renewed annually on the same terms. The parties may mutually agree, in writing, to terminate this Agreement at any time. Further, either party may terminate this Agreement unilaterally with written notice not less than 90 days prior to the automatic renewal date after the initial three-year term has expired. If unilateral written notice is given, the Agreement shall terminate on the annual renewal date.

Compensation:

In exchange for the services stated in this Agreement to be performed by COUNTY, CITY agrees to pay COUNTY the pledged amount of \$2 million dollars (500,000 in FY 24, 750,000 in FY25 and 750,000 in FY26) and the elimination of prior occupancy debt. Upon occupancy of inmates in the Facility based on CITY charges, COUNTY will bill the CITY monthly for room & board at a rate of (to be negotiated)

Services of COUNTY and YCSO:

The COUNTY and YCSO shall be responsible for the construction, including unanticipated construction costs, operation, and maintenance of the STDF.

The COUNTY and YCSO shall be responsible for the cost associated with in house dental, medical, mental health and case management services.

The COUNTY shall reserve a minimum of ten (10) beds for use of the CITY for stand-alone City offenses averaged over a 24-hour period.

Authorized Representatives:

The parties appoint the following authorized representatives to receive notices and to provide direct communication between the parties:

For CITY:

For COUNTY:

Mike Linder, Sheriff
2323 2nd Ave. North
Billings, MT 59107

Indemnification:

The COUNTY and YCSO will indemnify and hold harmless the CITY for any claims, errors, or omissions that may arise from the construction, operation, and maintenance of the facility. COUNTY agrees to hold harmless and indemnify the CITY from and against all claims, losses damages, or liability, resulting from the negligence of the COUNTY or its employees and agents in the performance of this MOU.

Authorized Representatives:

The parties represent and agree that the persons signing this Agreement have authorization to bind their respective governmental entities to the terms of this Agreement.

Modifications and Amendments:

Any amendment or modification of this MOU or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this MOU.

Entire Agreement and Revocation of Prior Agreements. This MOU embodies the entire understanding between CITY and COUNTY with respect to the specific subject matter hereof, and no prior oral or written representation shall serve to modify or amend this Agreement. This Agreement may not be modified except by action of both governing bodies.

Governing Law, Informal Dispute Resolution, Venue. This MOU shall be governed by and construed in accordance with the laws of the State of Montana. Should a dispute arise regarding the terms of this Agreement, the parties shall first enter into good faith discussions in an attempt to resolve the dispute.

Should the dispute result in litigation, the parties agree that proper venue lies in the Montana 13th Judicial District Court.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

CITY OF BILLINGS, MONTANA

John Ostlund, Chair

CITY Administrator

Mark Morse, Member

Donald W. Jones, Member

Attest:

Attest:

Jeff Martin
Yellowstone COUNTY Clerk and Recorder

CITY of Billings Clerk