

INTERLOCAL AGREEMENT FOR ADULT DETENTION SERVICES  
YELLOWSTONE COUNTY and BIG HORN COUNTY

This Interlocal Agreement (IA) is made pursuant to Title 7, Chapter 11, Part 1, Montana Code Annotated, on and executed this 11<sup>th</sup> day of December, 2025, with an EFFECTIVE DATE of January 1, 2026 between Yellowstone County, Montana, and its Sheriff's Office (collectively, "Yellowstone") with a mailing address of 217 North 27th Street Suite 312, Billings, MT 59107 and Big Horn County, Montana, Detention Center, ("Big Horn") with a mailing address of P.O. Box 908 Hardin, MT 59034.

ARTICLE I  
PURPOSE

The purpose of this IA is to provide the terms and conditions for County to detain those adults under confinement after arrest and punished for criminal offenses under conditions imposed by law at the Yellowstone County Detention Center in Billings (YCDF) for a fee that both parties have determined to cover the reasonable cost of confinement pursuant to §7-32-2242(2), MCA. This Interlocal Agreement is required pursuant §7-32-2243(1), MCA.

ARTICLE II  
DURATION AND TERMINATION

The duration of the IA will be twelve (12) months from the date set forth above (through December 31, 2026), subject to termination without cause by either party at any time during the agreement if preceded by a ninety (90) day written notice to the other party.

ARTICLE III  
CREATION OF LEGAL ENTITY - PROPERTY

No separate legal entity is created by this Interlocal Agreement. No real or personal property will be owned jointly during the term of this IA and therefore, no agreement is necessary related to the disposition of such property.

ARTICLE IV  
FINANCING, COSTS, AND BUDGET

- A. NORMAL EXPENSES. Yellowstone shall pay all costs of operation of its detention center to include food, clothing, basic routine medical care, and all other costs normally associated with actual detention of Inmates.
- B. MEDICAL EXPENSES. Pursuant to §7-32-2245, MCA, Big Horn County shall be responsible for all expenses, including any medication and medical supply expenses, associated with the medical care of any of its Inmates at the YCDF. County shall defend, indemnify, and hold Yellowstone harmless for any claim, damage, loss, expense, cost, fee, action, or charge arising out of any such medical expenses for an Inmate not caused by an act Yellowstone. Nothing herein shall be construed to waive County's rights to hold any third party, including an inmate, liable for such costs and expenses paid by County under this Clause, Article IV(B).
- C. FEES. Big Horn shall pay Yellowstone \$130.00 per day for each Inmate. The \$130.00 rate does not include medical expenses, and Big Horn County shall be responsible for medical expenses as well as the daily rate. A new billing day shall commence at 10:00 a.m. Either party may notify the other of its intent to negotiate a modification to this section of the IA by written notice. Such negotiations shall be conducted for no longer than thirty (30) days from the date of the written notice. No later than the end of the thirty-day negotiation period, the parties may modify this section in writing or give written notice to terminate in accordance with Article II above. Nothing herein shall be construed to waive County's rights to hold any third party liable for the costs provided for under this Clause, Article IV(C).
- D. PAYMENT. Medical expenses will be invoiced on a quarterly basis, and daily fees will be invoiced on a daily basis. Payment for invoices will be due thirty (30) days after receipt.

ARTICLE V  
ADMINISTRATION

The Sheriff's Office of Yellowstone and the Detention Center for County shall be responsible for the day-to-day administration of the IA. The Yellowstone County Sheriff's Office shall be given all authority over and responsibility for all Inmates committed to it under this IA, subject to the policies and procedures established for the YCDF. This authority and responsibility shall begin at the time the Inmate is committed to Yellowstone County Sheriff's Office custody and terminate when the Inmate is returned to the custody of the County's Detention Center.



ARTICLE VI  
OTHER NECESSARY AND PROPER MATTERS

- A. **TRANSPORTATION.** County shall be responsible for the transportation and cost of transportation of its Inmates to and from YCDF. County shall be responsible for the cost of transportation to any medical treatment for an Inmate. The Yellowstone County Sheriff's Office shall first secure the written consent of County for transportation to any medical treatment, unless such medical treatment is deemed an emergency. During an emergency, Yellowstone will provide staff to act as a temporary security for an Inmate. Yellowstone shall provide this service for a period not to exceed one and one-half hours. If an Inmate is hospitalized, the provision of security is the sole responsibility of County. At the discretion of the Yellowstone County Sheriff, security may be provided beyond the first one and one-half hour, however, all expenses shall be sole responsibility of County and billed monthly. Nothing herein shall be construed to waive County's rights to hold any third party, including an inmate, liable for such costs and expenses.
- B. **INSURANCE.** Yellowstone County carries insurance that protects against claims which may arise by virtue of an Inmate's stay in the YCDF. Yellowstone will defend, indemnify, and hold harmless County against any claim, damage, loss, expense, cost, fee, action or charge by an Inmate arising out of any malfeasance or nonfeasance of Yellowstone or its employees or agents while that Inmate was detained at YCDF or being transported by an employee or agent of Yellowstone County shall provide Yellowstone a Certificate of Insurance naming Yellowstone County and the Yellowstone County Sheriff's Office as additional insured on a primary noncontributing basis and provide proof of proper endorsements to said insurance.
- C. **RECORD KEEPING.** Yellowstone is responsible for maintaining records in accordance with Montana law for any Inmate only while in the custody of Yellowstone County Sheriff's Office.
- D. **LICENSURE - TRAINING - AUTHORITY.** Yellowstone will maintain the YCDF in compliance with YCDF policy and procedure and the Montana Jail Standards and will comply with the conditions of any license that should be required by the State of Montana. County employees shall obey YCDF policy and procedure and the Montana Jail Standards and obey the orders of YCDF facility staff while inside the YCDF. The YCDF shall be open to the inspection of a representative of County upon 24-hour notice.

## ARTICLE VII GENERAL PROVISIONS

- A. **ASSIGNMENT and Authority.** No party shall assign, transfer, or convey any right or obligation set forth in this IA without the prior written consent of the other party. The undersigned represent that they have authority to enter into this IA.
- B. **COMPLETE AGREEMENT.** This IA constitutes the sole and entire agreement between the parties hereto. No other terms or conditions shall be binding upon either party unless accepted in writing. This IA supersedes any previous oral or written agreements between the parties.
- C. **APPLICABLE LAW, VENUE, AND ATTORNEYS' FEES.** This IA shall be governed by the laws of the State of Montana, and any action to enforce any right or obligation shall be brought in the Sixteenth Judicial District, Rosebud County. Each party shall be responsible for its own attorney's fees.
- D. **COMPLIANCE WITH LAW.** The parties shall comply with all applicable federal, state, and local law in performing under this IA. Without limiting the foregoing, the Parties each respectively understands that they are bound by applicable state and federal law and local ordinances. This includes, but is not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, PL 101-336, Section 504 of Rehabilitation Act of 1973, the Patient Protection and Affordable Care Act, [P.L. 111-48, 124 Stat. 119], if applicable, 18-5-401, MCA et seq. concerning the Blind Enterprise Program's vending facility rules, and Executive Order No. 12-2015 Amending and Providing For Implementation of the Montana Sage Grouse Conservation Strategy. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016, the Parties agrees that (i) the hiring of persons, if any, to perform this Agreement will be made on the basis of merit and qualifications and (ii) there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, physical or mental disability, military service or veteran status, or marital status by the persons performing this Agreement.
- E. **RETIREMENT** Each party shall be responsible for the reports and payment of retirement system contributions pursuant to Montana Code Annotated § 19-2-506 for the persons it employs.

F. **INDEPENDENT CONTRACTOR** In its performance hereunder, and in the exercise of such rights granted hereunder each party and its employees, at all times, shall act and perform as independent contractors with respect to the other party. None of the provisions of hereunder shall be deemed or interpreted, for the purpose hereunder, to create any relationships between the parties and any other persons, including, but not limited to either party's employees, other than that of independent contractors. Nothing contained hereunder shall be construed to create a relationship of employer and employee, master and servant, principal and agent, or partners or co-venturers between the parties. Without limiting the generality of the foregoing:

1. The Parties agree that Yellowstone's employees are employees of Yellowstone and County shall have no right to control or direct the details, manner or means by which services are performed. In performing services hereunder, County shall have no control over or management authority with respect to Yellowstone or its operations and services provided.
2. Yellowstone shall have responsibility for and shall ensure that there is withholding of all federal and state income taxes, workers compensation insurance unemployment insurance tax, Social Security tax and other withholding for its employees providing services hereunder.
3. Any reference to the parties herein shall include, agents, and employees of the respective parties.
4. Any person furnishing services hereunder will be employees of, or contracted to, Yellowstone.

G. **NO THIRD PARTY BENEFICIARY** This IA does not and is not intended to confer any rights or remedies upon any person(s) or entities other than the parties.

H. **NOTICES** Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the parties:

**County:** Big Horn County, Montana  
ATTN: Commissioners  
P.O. Box 908  
Hardin, Montana 59034



**Copy to:** Victoria Olson  
P.O. Box 908  
Hardin, Montana 59034

**Yellowstone:** Yellowstone County, Montana  
ATTN: Commissioners  
P.O. Box 35000  
Billings, Montana 59107

**Yellowstone County Attorney's Office:**

Melissa Williams  
217 North 27th Street, Suite 312  
Billings, Montana 59107

Notices shall be effective upon receipt.

- I. NO SHARING OF EMPLOYEES There shall be no of sharing the employment of any personnel including but not limited to a teacher or specialist under 20-4-201, a superintendent under 20-4-401, or a professional person licensed under Title 37;

This Interlocal agreement entered into as of the day first written above by:

Board of Commissioners Board of County Commissioners, Big Horn County, Montana



George Real Bird III, Presiding Officer

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Lawrence Pete Big Hair, Member



Larry Vandersloot, Member

Board of Commissioners, Yellowstone County, Montana

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Mark Morse, Chair

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Chris White, Member

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Mike Waters, Member

YELLOWSTONE COUNTY SHERIFF



Mike Linder

BIG HORN COUNTY DETENTION CENTER ADMINISTRATOR



Victoria Olson