

INTERLOCAL AGREEMENT FOR ADULT DETENTION SERVICES
YELLOWSTONE COUNTY AND STILLWATER COUNTY

This Interlocal Agreement (is made pursuant to Title 7, Chapter 11, Part 1, Montana Code Annotated on this 24th day of November, 2025, with an EFFECTIVE DATE of January 1, 2026 between Yellowstone County, Montana, and its Sheriff's Office (collectively, "Yellowstone") and Stillwater County, Montana, and its Sheriff's Office, (collectively, "Stillwater").

ARTICLE I
PURPOSE

The purpose of this IA is to provide the terms and conditions for Stillwater to detain those adults under confinement after arrest and punished for criminal offenses under conditions imposed by law (Inmate) 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 needs to be made 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, Stillwater 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. Stillwater 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 of Yellowstone.

- C. FEES. Stillwater shall pay Yellowstone \$130.00 per day for each Inmate. The \$130.00 rate does not include medical expenses, and Stillwater 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.
- 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 each 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 Stillwater County Sheriff's Office.

ARTICLE VI OTHER NECESSARY AND PROPER MATTERS

- A. TRANSPORTATION. Stillwater shall be responsible for the transportation and cost of transportation of its Inmates to and from YCDF. Stillwater 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 Stillwater 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 Stillwater. At the discretion of the Yellowstone County Sheriff's Office, security may be provided beyond the first one and one-half, however, all expenses shall be sole responsibility of Stillwater and billed monthly.

- 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 Stillwater against any claim, damage, loss, expense, cost, fee, action or charge by an Inmate arising out of any of Yellowstone or its employees or agents while that Inmate was detained at YCDF or being transported by an employee or agent of Yellowstone, consistent with the paragraph set forth below.

If an Inmate who is detained at YCDF is transported by Yellowstone, Stillwater will defend, indemnify and hold harmless Yellowstone against any claim, damage, loss, expense, cost, fee, action or charge arising out of the transportation as long as such claim, damage, loss, expense, cost, fee, action or charge is not caused by an act of Yellowstone.

Stillwater shall be responsible for providing insurance in an amount no less than \$1.5 million per occurrence against any claim, damage, loss, expense, cost, fee, action or charge arising out of the transportation of any Inmate to and from the YCDF or any location authorized by Stillwater. Stillwater shall provide Yellowstone a Certificate of Insurance naming Yellowstone County and the Yellowstone County Sheriff's Office as additional insured on a primary non-contributing 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. Stillwater 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 Stillwater 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 Thirteenth Judicial District, Yellowstone County. The prevailing party in any action to enforce this IA shall be entitled to attorney's fees including those of in-house counsel or the County Attorney's Office.
- D. COMPLIANCE WITH LAW. The parties shall comply with all applicable federal, state, and local law in performing under this IA.

THIS SPACE IS INTENTIONALLY LEFT BLANK.

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

Board of County Commissioners
Yellowstone County, Montana

Board of County Commissioners
Stillwater County, Montana

Mark Morse, Chair


Chair

Chris White, Commissioner


Commissioner

Mike Waters, Commissioner


Commissioner

YELLOWSTONE COUNTY SHERIFF

STILLWATER COUNTY SHERIFF





cc: Montana Secretary of State, Yellowstone County Clerk and Recorder, Stillwater
County Clerk and Recorder