

## YCSO DUI CENTER AGREEMENT

This Agreement for provision of conducting DUI investigations and blood draws at the Yellowstone County Detention Facility (Agreement) is entered into between the Montana State University Billings (MSUB) and Yellowstone County (COUNTY) on this \_\_\_ day of \_\_\_\_\_, 2026.

### 1. PARTIES

- a. Yellowstone County is a political subdivision of the MSUB of Montana.
- b. Montana State University Billings is a university organized under the laws of the state of Montana and a member of the Montana University System.

### 2. PURPOSE

MSUB desires to contract with COUNTY to use space at the Yellowstone County Detention Facility to conduct DUI investigations and for COUNTY to provide personnel to perform blood draws of suspects in DUI investigations performed by the MSUB Police.

### 3. TERM

This Agreement shall begin on \_\_\_\_\_, 2026 and shall renew every month for up to one year. 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 of at least 30 days.

### 4. COUNTY OBLIGATIONS

- a. COUNTY will provide space at the Yellowstone County Detention Facility, located at 3165 King Ave E, Billings, MT 59101, for DUI investigations and blood draws to be conducted.
- b. COUNTY will provide appropriate personnel, through use of contracted medical staff, to conduct blood draws on DUI suspects at the Yellowstone County Detention Facility on an as-needed basis.
- c. COUNTY personnel will be available to conduct blood draws on an on-call basis 24 hours a day, 7 days a week.

### 5. MSUB OBLIGATIONS

- d. MSUB will pay COUNTY \$150.00 (one-hundred and fifty dollars) per blood draw performed.
- e. MSUB acknowledges all persons brought in by MSUB for DUI investigations remain in the custody and control of MSUB unless and until processed into the Detention Facility through normal booking procedures.

### 6. INSURANCE, INDEMNIFICATION, AND WORKER'S COMPENSATION INSURANCE

- a. MSUB, as an agency of the State of Montana, warrants and represents that it is self-funded for liability insurance with such protection being limited to the officers, employees, servants and agents of the University while acting within the scope of their

employment. MSUB will maintain such liability, property, automobile, and worker's compensation insurance required for state agencies under Title 2, Ch. 9, MCA. The statutory limits of liability are \$750,000 for each claim and \$1.5 million for each occurrence.

- b. COUNTY is self-insured. COUNTY maintains excess insurance coverage for claims subject to MSUB statutory tort limits for governmental entities of not less than \$750,000 per claim and \$1,500,000 per occurrence. For claims not subject to MSUB statutory tort limits for governmental entities, COUNTY maintains coverage limits not less than \$5,000,000 per occurrence.
- c. The parties shall each be liable for the wrongful or negligent acts or omissions of their respective officers, agents, and employees to the full extent required by law. The parties shall reasonably cooperate in the defense of any claim or action brought related to any right or obligation under this Agreement. Nothing contained in this Agreement shall constitute a waiver of any good faith claim or defense available to either party, or a waiver of any applicable sovereign immunity.
- d. MSUB shall deliver to Yellowstone County within at most ten (10) days of the effective date of this Agreement a Certificate of Insurance showing such insurance to be in effect. Yellowstone County reserves the right to require complete copies of insurance policies at all times. The policy of insurance will be endorsed to provide Yellowstone County a 30 (thirty) day notice of cancellation.

**7. ENTIRE AGREEMENT.**

This Agreement embodies the entire understanding between MSUB 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.

**8. AUTHORIZED SIGNATURES**

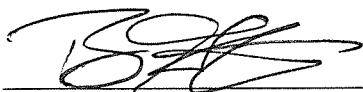
The parties represent and agree that the persons signing this Agreement have authorization to bind their respective entities to the terms of this Agreement.

Passed and Adopted on the \_\_\_\_ day of \_\_\_\_\_, 2026.

BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA

MONTANA STATE UNIVERSITY  
BILLINGS

\_\_\_\_\_  
Mark Morse, Chairman

  
\_\_\_\_\_  
Brandon Gatlin  
Chief of Police

\_\_\_\_\_  
Mike Waters, Member

---

Chris White, Member

Attest:

Attest:

---

Jeff Martin  
Yellowstone County Clerk and Recorder

---

Jeff Martin  
Yellowstone County Clerk and Recorder