

INTERLOCAL AGREEMENT FOR ADULT DETENTION SERVICES
Between
YELLOWSTONE COUNTY and CARBON COUNTY

This Interlocal Agreement (IA) is made pursuant to Title 7, Chapter 11, Part I, Montana Code Annotated, on _____ of _____, 2025, between Yellowstone County, Montana, and its Sheriff's Office (collectively, "Yellowstone") and Carbon County Montana, and its Sheriff's Office, (collectively, "Carbon County"). EFFECTIVE June 1, 2025.

ARTICLE I
PURPOSE

The purpose of this IA is to provide the terms and conditions for CARBON 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 seven (7) months from the date set forth above (through December 31, 2025), subject to termination without cause by either party at any time during the agreement if preceded by a five (5) day written notice to the other party. In the case of an emergency, the contract can be terminated by either party immediately.

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, CARBON COUNTY shall be responsible for all expenses associated with the medical care of any of its Inmates at the YCDF. CARBON 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 of Yellowstone.
- C. FEES. CARBON COUNTY shall pay Yellowstone \$117.00 per day for each Inmate. A new billing day shall commence at 10:00 a.m. each day.

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 the CARBON COUNTY Sheriff's Office.

ARTICLE VI
OTHER NECESSARY AND PROPER MATTERS

- A. TRANSPORTATION. CARBON COUNTY shall be responsible for the transportation and cost of transportation of its Inmates to and from YCDF. CARBON 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 consent of CARBON 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 CARBON COUNTY. All expenses shall be sole responsibility of CARBON COUNTY 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 CARBON COUNTY 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, CARBON COUNTY 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.

CARBON COUNTY shall be responsible for providing insurance in an amount no less than \$750,000 per claim and \$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 CARBON COUNTY. CARBON COUNTY 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.

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

Board of County Commissioners
Yellowstone County, Montana

Board of County Commissioners
Carbon County, Montana

Mark Morse, Chair

Chair

Mike Waters, Commissioner

Commissioner

John Ostlund, Commissioner

Commissioner

YELLOWSTONE COUNTY SHERIFF

CARBON COUNTY SHERIFF
