

**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 and 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 and 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 detention facility with most inmates being released on a bond and/or other pre-trial monitoring after arraignment or initial appearance. The intent is for local law enforcement to regain the ability to imminently detain individuals in the community who pose a risk to the community but are not currently held at YCDF due to a lack of available space.

Term:

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

The initial term will terminate three years after the first day the STDF is operational, and this MOU will be renewed annually after the initial term expires. The parties may mutually agree, in writing, to terminate this Agreement at any time. Further, after the initial three-year term has expired, either party may terminate this Agreement unilaterally with written notice not less than 90 days prior to the end of the initial term or 90 days prior to any subsequent 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. The first payment of \$500,000 shall be transferred from the CITY to the COUNTY by May 30, 2024. The City will not be charged for occupancy costs for the beds in the STDF dedicated to the City in this Agreement.

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 STDF shall consist of a finished, permanent two-story structure capable of housing inmates of approximately the square footage depicted in the conceptual design presented by Shutz Foss Architects, PC, to the COUNTY (roughly 10,000 total sq. ft. with capacity for approximately 33-48 beds per floor as shown on the attached renderings). The final design of the facility will be determined by the COUNTY, and the number of inmate beds may be impacted by competing needs for utility infrastructure, ADA compliance, or other necessary corrections design requirements.

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

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

The COUNTY and YCSO shall remand offenders brought in by local law enforcement until capacity at the STDF is met.

Authorized Representatives:

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

For CITY:

Gina Dahl, City Attorney
210 North 27th Street
Billings, Montana 59101

For COUNTY:

Mike Linder, Sheriff
2323 2nd Ave. North
Billings, Montana 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

Bill Cole, Mayor

Mark Morse, Member

Don Jones, Member

YELLOWSTONE COUNTY
SHERIFF'S OFFICE

Mike Linder, Sheriff

Attest:

Jeff Martin
Yellowstone COUNTY Clerk and Recorder

Denise Bohlman
CITY of Billings Clerk