

**INTERLOCAL AGREEMENT**  
**Between Missoula County and Ravalli County**  
**for Juvenile Detention**

This agreement ("Agreement") is entered into by and between MISSOULA COUNTY, Montana and RAVALLI COUNTY, Montana ("Contracting County").

**1. Purpose**

1 | The Contracting County desires to obtain services from Missoula County for detention of Juvenile offenders in the Missoula County Detention Facility (hereafter "MCDF"). Missoula County agrees to provide such services as provided herein. The parties are authorized to enter into this ~~interlocal~~ Interlocal Agreement pursuant to Montana Code Annotated §§ 41-5-1803(2)(c) and 7-11-104.

**2. Relationship of the Parties**

Missoula County is a political subdivision of the State of Montana and the Contracting County is a political subdivision of the state of Montana.

This Agreement is not intended to constitute or create a joint venture, partnership or formal business organization of any kind whatsoever among and between the parties, and their respective rights and obligations will be only those expressly set forth herein. Neither party will have any authority to bind the other except to the extent authorized herein.

2 | Each party will furnish to the other such cooperation and assistance as may be reasonably required and specified hereunder. However, at all times, each party shall remain an independent with respect to the other. Employees and agents of each party will not be deemed to be employees or agents of the other party. Each party will perform or provide its services free from the supervision, direction or control of the other party.

**3. Required Work or Product**

Missoula County and the Contracting County shall provide the following specific services:

**A. Services Rendered.** Missoula County will provide youth detention services at the MCDF upon request of the Contracting County and subject to availability at the MCDF and any screening conducted pursuant to MCDF policies and procedures.

**B. Transportation.** When possible MCDF will continue to provide transports to and from court as has been the past practice until May 31, 2016. When

MCDF cannot transport due to staffing, MCDF will contact Ravalli County who will be responsible for transport their youth. Starting June 1, 2016, the Contracting County must provide transportation to and from the MCDF and for any and all court appointments. The Contracting County must contact MCDF prior to bringing the juvenile to ascertain availability of appropriate housing. Missoula County will provide transport only in emergency situations.

① **C. Right of Acceptance and Refusal.** Missoula County may refuse to accept detainees or may terminate detention for ~~any of~~ a juvenile offender for any reason. Upon refusal to accept a detainee or termination of services, Contracting County will be responsible for making alternative arrangements for the detainee as soon as practicable.

② **D. Intake Documentation.** Contracting County will provide the proper documentation to Missoula County necessary for intake acceptance of juvenile detainees including access to juvenile justice information necessary to document the detention of detainees as required by the Administrative Rules of Montana, as well as information relating to the health and safety issues pertinent to the care, welfare, safety and security of their detainees. Documents required by Missoula County include, but are not limited to, a completed and signed Remand, all documents related to the legal authority authorizing the placement in a detention facility, any medical records pertaining to the health of the juvenile, and any documentation relating to the juvenile's behavior while in prior custody. The materials may be faxed to MCDF at 406-258-4082, emailed to [control6@co.missoula.mt.us](mailto:control6@co.missoula.mt.us) and [gevans@co.missoula.mt.us](mailto:gevans@co.missoula.mt.us) or delivered by the transport officer upon arrival at MCDF.

③ **E. Medical Services.** Missoula County will provide on-site medical assessment and basic medical care without charge to the Contracting County's offenders. Basic medical care is limited to on-site treatment of minor conditions and excludes any emergency or off-site care, treatment of serious or chronic conditions. Medical services are provided through MCDF's contracted medical provider. Pursuant to Mont. Code Ann. § 41-5-1807(1), -costs of additional medical care and any associated security expenses required for the juvenile detainee will be the responsibility of Contracting County. Missoula County will notify Contracting County prior to obtaining off-site medical care for a juvenile detainee, except in the case of an emergency. In the event of an emergency, care of the detainee may be obtained without Contracting County's authorization provided that MCDF shall notify Contracting County as soon as possible of an emergency. In the event emergency or off-site care is required, Missoula County agrees to request that the care provider seek Medicaid eligibility or other available insurance coverage for the youth.

- F. Alcohol Policy.** Contracting County acknowledges that MCDF policy states that any person with a BAC level at or above .05 must have a medical clearance and be able to walk and talk prior to being accepted for intake. Contracting County agrees that it will obtain a medical clearance for any detainee that appears likely to have a BAC of .05 or higher prior to transporting the detainee to the MCDF.
- G. Youth Court Contact.** Contracting County's Judicial Youth Court will coordinate court appearances, transportation and other necessary information about juvenile detainees.
- H. Education.** Contracting County's offenders shall have access to educational programs offered by MCDF through Missoula County Public Schools. The coordination of school work and grade credits will be coordinated between the respective school districts. The Contracting County shall be responsible for any costs of education required by Mont. Code Ann. § 41-5-1807.

**4. Term**

This agreement shall begin on the date it is fully executed by all parties and end one year from that date. The term may be extended by the agreement of both parties.

**5. Place where service will be rendered.**

Missoula County will perform services in accordance with this Agreement at the MCDF. In addition, Missoula County will perform services via the telephone, electronic mail, or at such other places as necessary to perform these services in accordance with this Agreement.

**6. Compensation for Services.**

For the services to be performed by Missoula County under Section 3, Contracting County will pay Missoula County a per diem daily rate of detention of \$225 per detainee per day as follows. The first day shall be any part of a 24 hour period and subsequent days will be full 24 hour periods. The final day or day of release shall not constitute a day. Contracting County will be responsible for uncovered emergency and off-site medical services, transportation costs and educational costs.-

**7. Insurance and Workers' Compensation**

Contracting County and Missoula County shall each maintain general liability insurance or self-insurance in the amount of seven hundred and fifty thousand dollars (\$750,000) per occurrence and one and a half million (\$1,500,000) in the aggregate.

Each party shall purchase and maintain automobile liability coverage or self-insurance with combined single limits for bodily injury, personal injury and property damage of \$500,000 per occurrence, per year to cover such claims as may be caused by any act, omission, or negligence of the county and its employees, agents, representatives, assigns or subcontractors.

In accordance with §§ 39-71-401 and 39-71-405 MCA, each party agrees to provide workers' compensation insurance for its employees while performing work under this Agreement. Proof of compliance in the form of workers' compensation insurance shall be provided to the other party if requested.

Each party agrees to furnish proof of required insurance to the other County when requested. Each party must be listed as an additional insured on the general liability insurance certificate for the Agreement unless otherwise specified by the party.

*See*  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
Howard  
Recht's  
email  
of  
Dec 15<sup>th</sup>

**8. Records**

Missoula County and Contracting County shall maintain sufficient records incident to the performance of this Agreement to enable each party to document the performance of the Agreement. Each party shall allow access to those records by either party's representatives, including the County Auditor, any independent auditor employed by either party and to representatives of the state or federal government. Records shall be retained for at least three years after completion of the Agreement.

**10. Principal Contacts**

Principal contacts for each county as follows:

**Contracting County:**

For Youth Court Services: Chief Probation Officer  
Name: Clint Arneson  
Email Address: CArneson2@mt.gov  
Telephone Number: (406)375-6814

For transportation and scheduling:  
Primary Contact: Ravalli County Sheriff  
Name: Lieutenant Travis McElderry  
Email Address: tmcelderry@rc.mt.gov  
Telephone Number: (406)375-4060 *office*

*406 531-<sup>det</sup> 7003*

Secondary contact for transportation and scheduling:

Name: Undersheriff Steve Holton

Email Address: sholton@rc.mt.gov

Telephone Number: (406)375-4060 *office*

*duty cell 406-531-7002*

Third contact in case primary and secondary cannot be contacted:

Name: 911 Dispatch

Non-Emergency Number: (406)363-3033 Ask for on-duty supervisor.

**MCDF:**

Primary Contact

Name: ADC Gary Evans

Email Address: [gevans@co.missoula.mt.us](mailto:gevans@co.missoula.mt.us)

Telephone No.: (406)327-2522

Secondary Contact

Name: Senior officer on duty

Email Address: [control6@co.missoula.mt.us](mailto:control6@co.missoula.mt.us)

Telephone No.: (406) 258-4050

**11. Public Access to Information**

Missoula County and Contracting County are local government units and their records are public and subject to disclosure under Montana law. Certain information may be protected from disclosure. Protected information includes confidential criminal justice information, information concerning an individual privacy interest, legitimate trade secrets and other constitutionally protected proprietary information, and certain information relating to individual or public safety. The parties agree to confer prior to disclosure of information relating to this Agreement and its performance which may include protected information.

**12. Termination**

This Agreement may be terminated at any time by either party subject to thirty (30) days written notice by the terminating party. However, Missoula County reserves the right to refuse to accept detainees or to terminate detention for any juvenile offender for any reason. If the Agreement is terminated prior to completion, Contracting County shall be responsible for paying Missoula County for any accrued per diem amounts or other costs within thirty (30) days of termination.

Notice of termination will be provided to:

**Contracting County:**

Name: Glenda M. Wiles  
Email Address: gwiles@rc.mt.gov  
Telephone No.: (406)375-6500

**Missoula County:**

Name: Gary L. Evans  
Email Address: gevans@co.missoula.mt.us  
Telephone No.: (406) 327 – 2522

**13. Failure to Perform**

Upon any material default or substantial failure to perform this Agreement by either party, the other party shall be entitled to the following remedy:

- a) Stop performing or accepting performance of the contracted work until the matter is resolved.
- b) Within a reasonable time of discovery of the defect of failure to perform, mail a written description of the defect or failure to the other party, and:
  - 1) If the defect or failure to perform can be cured, demand specific remedial action within a reasonable time certain; or
  - 2) If the defect or failure to perform cannot be cured, specify any alternative performance which would be acceptable in lieu of the required performance and a time within which the alternative performance would be required; or
  - 3) If the defect or failure to perform cannot be cured and no reasonable alternative performance is acceptable, notify the other party of the termination of the Agreement as of a date certain and state therein whether an action for breach of Agreement will be brought.
  - 4) Where appropriate, obtain completion of the performance of the remaining balance of the Agreement with the original party.
- c) If the defect or failure to perform is not corrected or alternative performance completed within the time certain specified, the party alleging breach may initiate an action in the District Court of the Fourth Judicial District, Missoula County. If an action is brought, the prevailing party shall be entitled to attorney's fees as well as other costs of suit.

**14. Indemnification**

Contracting County shall defend, indemnify and hold harmless Missoula County, its employees and agents, from all claims, liabilities, causes of action or judgments, including costs and attorney fees, asserted by or awarded to third

parties as a result of any negligent action or omission or willful misconduct of Contracting County, its employees or agents.

Missoula County shall defend, indemnify and hold harmless Contracting County its employees and agents, from all claims, liabilities, causes of action or judgments, including costs and attorney fees, asserted by or awarded to third parties as a result of any negligent action or omission or willful misconduct of Missoula County, its employees or agents.

**15. Entire Agreement, Modifications and Non-Assignment**

This Agreement contains the entire Agreement between the parties. All preliminary negotiations and Agreements are merged herein. This Agreement cannot be changed or modified in any manner except by a written Agreement signed by both parties.

No obligation or right hereunder may be assigned, transferred, subcontracted or otherwise given to or imposed on any other party in the absence of a written Agreement signed by both parties.

**16. Compliance with Laws**

Both parties agree to comply with all applicable federal, state and local laws, rules and regulations. In accordance with Mont. Code Ann. § 49-3-207, all hiring must be on the basis of merit and qualifications; and there may not be discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

**17. Place of Performance and Venue**

Contracting County and Missoula County agree that performance of this Agreement is in Missoula County, Montana. In the event of litigation concerning it, venue is in the 4<sup>th</sup> Judicial District, in and for the County of Missoula, State of Montana. This Agreement will be construed under and be governed by the laws of the State of Montana.

**18. Severability**

If any part of this Agreement is hereafter held to be void, illegal or unenforceable, the validity of the remaining portion or provisions will not be affected hereby.



**Contracting County**  
**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Signatory Date

\_\_\_\_\_  
Signatory Date

\_\_\_\_\_  
Signatory Date

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Signatory Date

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Signatory Date

ATTEST

\_\_\_\_\_  
Signatory Date  
Clerk and Recorder

## Glenda Wiles

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**From:** Howard Recht  
**Sent:** Tuesday, December 15, 2015 4:26 PM  
**To:** Glenda Wiles; 'Fred Thomas'  
**Subject:** Juvenile Detention Contract Insurance Paragraph

The following is my proposed new insurance paragraph for the juvenile detention contract:

### 7. INSURANCE

*Can this be inserted in sect 7?*

- 7.1. Workers' Comp. Contracting County and Missoula County shall have in effect workers' compensation as required by law.
- 7.2. Auto. Contracting County and Missoula County shall have in effect automobile liability insurance or self-insurance in the amount of seven hundred and fifty thousand dollars (\$750,000) per person and one million five hundred thousand dollars (\$1,500,000) per occurrence. However, the required limits of automobile liability coverage shall be increased to five million dollars (\$5,000,000) per occurrence for any claim asserted in Federal Court. This provision applies to county owned, hired and non-owned vehicles.
- 7.3. CGL and Law Enforcement. Contracting County and Missoula County shall have in effect and maintain occurrence Commercial General Liability (CGL) and Law Enforcement coverage or self-insurance in the amount of seven hundred and fifty thousand dollars (\$750,000) per person and one million five hundred thousand dollars (\$1,500,000) per occurrence. However, the required limits of liability coverage under this paragraph shall be increased to five million dollars (\$5,000,000) per occurrence for any claim asserted in Federal Court.
- 7.4. Contracting County and Missoula County shall furnish each other with properly executed Certificates of Insurance clearly evidencing all insurance required in this Contract and designating the other county as an additional named insured for Auto, CGL, and Law Enforcement Liability.
- 7.5. The executed Certificates of Insurance shall provide that such insurance may not be canceled by a county except on 30 days' prior written notice to the other County.
- 7.6. The Auto, CGL and Law Enforcement policies secured by Contracting County and Missoula County shall include a waiver of subrogation naming the other County.

Let me know if there are concerns or issues.

Howard F. Recht,  
Deputy Attorney  
(406) 375-6750