CASCADE COUNTY ATTORNEY'S OFFICE

State of Montana

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VIA EMAIL

Daniel Jones
400 S. Main St. #101
Conrad, MT 59425
djones@glo.law

RE: Invoice No. PC12062024

Dear Mr. Jones,

As you know, the City of Conrad has still not paid, or even made a payment, to Cascade County for the Cascade County Sherriff's Office services during Operation Landfill and Operation Northern MT Refuse. This amount has been due and owing since January 30, 2025.

Attached is a draft Complaint and Jury Demand that will be filed if the City of Conrad refuses to pay the $90,959.66 to Cascade County. Litigation over this matter can be avoided by the City of Conrad paying the amount in full. If the City of Conrad would like to settle this matter at this time, please ensure that Cascade County receives their payment by October 31, 2026.

Thank you in advance for your cooperation in this matter and if you have any questions, please feel free to call.

JOSHUA A. RACKI
Cascade County Attorney

Travis Cushman

Travis A. Cushman
Deputy County Attorney

Attachment: Complaint
Cc: Cascade County Commissionaires / Cascade County Sherriff's Office

TRAVIS A. CUSHMAN
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MONTANA NINTH JUDICIAL DISTRICT COURT, PONDERA COUNTY

JESSE SLAUGHTER (Cascade County Sheriff), and CASCADE COUNTY, Plaintiffs, -vs- CITY OF CONRAD, and DAVID CATES (Mayor of Conrad), and CONRAD POLICE DEPARTMENT, and ANDY LUND, (Chief of Police), and DOES A-Z, Defendants.	Cause No. _____ *Hon*. Greg Bonilla **COMPLAINT AND DEMAND FOR JURY TRIAL**

COMES NOW Plaintiffs, Cascade County Sheriff Jesse Slaughter and Cascade County, for claims against the above-named Defendants, state and allege as follows:

INTRODUCTION

1. On December 4, 2024, the City of Conrad (City) Police Department Chief in 2024, Cory Smith (Chief Smith), along with the City's Police investigator,

Kylie Christiaens, attended a Planning Meeting at the Cascade County Sheriff's Office (CCSO).

2. During the meeting, Chief Smith, acting as an agent of the City, requested the CCSO's assistance with the City's missing person investigation which began on or about November 30, 2024.

3. The assistance Chief Smith requested was for the CCSO to provide Deputies and resources to help search the High Plains Landfill, (Operation Landfill).

4. During the meeting, Sheriff Slaughter and Cascade County Attorney Josh Racki advised Chief Smith that the CCSO would cover the cost of their Deputies hourly pay, but the City would be responsible for the search-related expenses incurred by the CCSO.

5. During this Planning Meeting, Sheriff Slaughter estimated the search would take two (2) to four (4) days and predicted the search-related expenses would be between twenty (20) thousand to forty (40) thousand dollars.

6. The CCSO assisted in the search of the High Plains Landfill from December 5, 2024, through December 14, 2024, ten (10) days.

7. Chief Smith was present at the High Plains Landfill during all ten (10) days of the search in the role of the City's Agency/Organization Representative.

8. On December 16, 2024, City officials, Sheriff Slaughter and Attorney Racki met again at the CCSO.

9. During this second Planning Meeting, the City requested additional assistance from the CCSO to help search the Northern Montana Joint Refuse Disposal District's waste management facility located in Pondera County, Montana, where the City's garbage is dumped, (Operation Northern MT Refuse).

10. City officials present at this second Planning Meeting with Chief Smith included David Cates - the City's Mayor, Shari Lennon - Pondera County Attorney, Robert Bender - Pondera County Sheriff, Thomas Kuka - Pondera County Commissioner, and Morgan Johnson - Pondera County Disaster and Emergency Services.

11. During this second Planning Meeting, the City's mayor along with other City officials acknowledged that the City was responsible for the search-related expenses of both landfill searches.

12. The CCSO relocated personnel and equipment from Cascade County to Pondera County to assist in searching the Northern Montana Joint Refuse Disposal District's waste management facility on December 17, 2024.

13. CCSO Deputies assisted in searching this second landfill from December 18, 2024, through December 20, 2024, for a total of three (3) days.

14. Chief Smith was present at the Northern Montana Joint Refuse facility for all three (3) days of the search in the role of the City's Agency/Organization Representative.

15. In total, the CCSO Deputies assisted in searching the two different landfills per the City's request for thirteen (13) days.

16. The CCSO absorbed all the employee costs for their Deputies who were engaged in the thirteen (13) days of searching and one (1) day of relocation.

17. The CCSO estimates that the County's search-related expenses for the two landfill searches and relocation, which does not include the amount the CCSO paid for the Deputies' regular wages or overtime pay, was over two hundred thousand dollars ($200,000).

18. Cascade County only billed the City ninety thousand, nine hundred fifty-nine dollars and sixty-six cents ($90,959.66) for search-related expenses, via Invoice No. PC12062024, dated 1/30/2025.

19. The City refused to pay the Invoice.

20. The City, via of an email for the City's attorney Daniel Jones, dated August 19, 2025, stated the City had no legal obligation to reimburse Cascade County for the CCSO expenditures and was not going to pay because: 1) there was no contract between the City and Cascade County; 2) there was no interlocal agreement; and 3) the City did not appropriate any funds.

PARTIES

21. Plaintiffs are residences of Cascade County, State of Montana.

22. Defendants are residences of Pondera County, State of Montana.

JURISDICTION AND VENUE

23. This Court has jurisdiction pursuant to *Mont. Code Ann.* § 3-5-302 and *Mont. R. Civ. P.* 4(b)(1).

24. Venue in this Court is proper pursuant to *Mont. Code Ann.* §25-2-118.

GENERAL ALLEGATIONS

25. Plaintiffs incorporate by reference the allegations contained in the previous paragraphs as though fully set forth herein.

26. Defendants in this matter requested search assistance from Cascade County and the CCSO in both Operation Landfill and Operation Northern MT Refuse.

27. Defendants were made aware of the estimated search-related expenses of the two searches by Plaintiffs prior to either Operation beginning.

28. Cascade County and the CCSO assisted in searching both landfills as described to the City at the Planning Meetings on December 4th and 16th.

29. Cascade County, Sheriff Slaughter, the City, and City officials entered into an oral contract for the CCSO to assist in searching the two landfills and the

City paying the search-related expenses of the searches at the two (2) Planning Meetings pursuant to *Mont. Code Ann.* §28-2-901.

30. The City and its officials have breached the oral contract they voluntarily entered with Cascade County and Sheriff Slaughter by continually failing to pay the money owed and due for the search-related expenses of the two landfill searches.

COUNT I – BREACH OF CONTRACT

31. Plaintiffs incorporate by reference the allegations contained in the previous paragraphs as though fully set forth herein.

32. Defendants and Plaintiffs entered into a binding and enforceable oral contract.

33. Defendants breached the oral contract with Plaintiffs by refusing to pay the search-related expenses of the landfill searches.

34. Defendants' refusal to fulfill their end of the contract has been the proximate cause of Plaintiff's detriment.

35. Plaintiffs have sustained damages caused by Defendants' breach of the oral contract.

COUNT 2 – BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING

36. Plaintiffs incorporate by reference the allegations contained in the previous paragraphs as though fully set forth herein.

37. Under Montana law, *Mont. Code Ann*. §28-1-211, every contract contains an implied covenant of good faith and fair dealing. *Weldon v. Mont. Bank*, 268 Mont. 88, 94, 885 P.2d 511, 515 (1994).

38. Defendants entered into a binding and enforceable oral contract with Plaintiffs.

39. Defendants owed Plaintiffs a duty of honesty in fact and to abide by reasonable standards of fair dealing.

40. Defendants breached their duty by disregarding their obligation to pay for the search-related expenses of the two landfills.

41. As a result of Defendants' acts, errors and omissions and their failure to tender payment upon receiving Invoice No. PC12062024, Plaintiffs suffered damages.

COUNT 2 – ACTUAL FRAUD

42. Plaintiff incorporates by reference the allegations contained in the previous paragraphs as though fully set forth herein.

43. Defendants and Plaintiffs entered into a binding and enforceable oral contract.

44. At the time the oral contract was entered into, Defendants made no representation that payment would not be fulfilled for the search-related expenses.

45. Defendants misled Plaintiffs into believing that they would receive payment for the search-related expenses.

46. Defendants gained an advantage as a result of their misrepresentation.

47. Plaintiffs suffered damages as a result of Defendants' deception.

PRAYER FOR RELIEF

WHEREFORE, Cascade County and the CCSO pray for Judgment against Defendants and for relief as follows:

1. For an award of damages, both special and general, including the $90,959.66 owed and due to Plaintiffs;
2. For pre-judgment interest incurred on the amount invoiced since the invoice date;
3. For post-judgment interest on the damage amount allowed by law;
4. Attorneys' fees;
5. For Plaintiffs costs and expenses incurred herein;
6. For Exemplary damages; and
7. For any such further and other relief as the Court may deem just and proper.

JURY DEMAND

Plaintiffs hereby demand a trial by jury on all issues so triable in this matter.

DATED this 1st day of November, 2026.

JOSHUA A. RACKI
Cascade County Attorney



Travis A. Cushman
Deputy County Attorney