

**Montana Department of Corrections  
Probation and Parole Division**

**ICAC SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into between the Billings Police Department, and Probation and Parole, Department of Corrections, State of Montana, hereinafter called the "State."

The parties to this agreement, in consideration of the mutual covenants and stipulations set out herein, mutually agree as follows:

**Section 1. Purpose.**

The purpose of this agreement is for the State and City to work cooperatively and in conjunction with one another to perform the services listed in Section 2, below.

**Section 2. Services.**

In fulfillment of Probation and Parole Officer's normal job duties, the State shall perform the following activities in cooperation with the City:

- a. Participation of Probation and Parole officer in assisting in working Cyber tips, conducting education and prevention programs, and consulting on cases involving probation and parole offenders being investigated by the Montana Internet Crimes Against Children (MTICAC) Task Force.

**Section 3. Compensation**

The State will submit reimbursement requests as needed to the City for Probation and Parole officer participation in the ICAC Task Force. The City will reimburse the State within 30 days of receipt of each request. Reimbursement will include participants' salaries at individual overtime rates of pay plus fringe for the activities listed in Section 2, above. This amount shall constitute the total compensation to be paid for the activities completed and for the Time of Performance stated in Section 4, below. In the event any actions or performance required under this agreement are deemed by the City to be undone or incomplete, the City may require completion of performance, or the City shall not be liable for the payment of claims arising from the lack of such action or performance. Maximum amount of compensation is listed in a separate Grant awards letter (attached).

**Section 4. Time of Performance.**

Cooperative activities are to commence on **January 1, 2018**, or upon receipt of final signature on this Agreement, whichever occurs later, and shall terminate on **September 30, 2018**.

**Section 6. Work Product.**

All products of the State resulting from the performance of activities under this agreement shall be exclusive property of the State, except all information provided to the Task Force at its' public meetings or contained in public documents provided to the Task Force. Only the State is authorized to release, or to order the release, of information concerning any work in progress under this agreement.

**Section 7. Independent Agency**

It is understood by the parties to the agreement that the State is an independent agency and as such is not as employee of the City.

**Section 8. Records.**

The State shall maintain adequate records of performance of the activities, and allow access by the City at all times.

**Section 9. Hold Harmless and Indemnification.**

The State agrees to protect, defend, and save the City, its agents, employees and representatives, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising out of services performed or omissions of services or any acts or omissions of the State and/or its agents, employees, representatives, assigns, and subcontractors resulting from its performance of its obligations under the terms of this Agreement.

City agrees to protect, defend, and save the State, its agents, employees and representatives, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising out of services performed or omissions of services or any acts or omissions of City and/or its agents, employees, representatives, assigns, and subcontractors resulting from its performance of its obligations under the terms of this Agreement.

**Section 10. Assignment, Transfer, and Subcontracts.**

No assignment or transfer of the performance of activities may be made without the express, written permission of all parties to this agreement.

**Section 11. Entire Agreement.**

This written document contains the Entire Agreement between the parties, and no statements, promises, or inducements made by either party or agents of either party, which are not contained in this Written Agreement, shall be valid or binding. This written agreement shall not be enlarged, modified, or altered except by a written agreement signed by all parties to the Entire Agreement and attached hereto.

**IN WITNESS WHEREOF**, The Billings Police Department, Montana Internet Crimes Against Children Task Force, and the State execute this agreement according to dates written in Section 4, or upon receipt of final signature on this Agreement. The state further agrees to follow the Internet Crimes Against Children Program, Operational and Investigative Standards (attached) and by signing agrees that they have received and read the Standards.

BILLINGS POLICE DEPARTMENT  
CITY OF BILLINGS

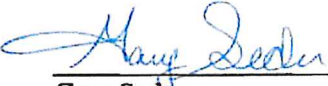
  
Rich St. John  
Chief of Police


  
Date

DEPARTMENT OF CORRECTIONS  
STATE OF MONTANA

  
Kevin Olson, Administrator  
Probation and Parole Division

  
Date

  
Gary Seder  
Montana ICAC Task Force Program Manager

  
Date