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Montana Department of Corrections
Community Corrections Division Probation and Parole

DUI SERVICES AGREEMENT

THIS AGREEMENT is made and entered into between *Yellowstone County DUI Task Force*, hereinafter called the "County", 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 County 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 County:

a. Participation of Probation and Parole officer in random home visits and bar checks within Yellowstone County to conduct breath testing of convicted felony DUI offenders to ensure compliance with conditions of supervision that they not consume alcohol or operate motor vehicles without permission of the Probation office; and in accordance with the law, that they have interlock devices.

Section 3. Compensation
The County is statutorily mandated to provide funding for DUI Task Force activities and as such agrees to pay the State the sum of **$2,000.00** in total as compensation upon receipt of monthly invoices from the State for reimbursement of 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. The State shall submit monthly claims to the County. In the event any actions or performance required under this agreement are deemed by the County to be undone or incomplete, the County may require completion of performance, or the County shall not be liable for the payment of claims arising from the lack of such action or performance.

Section 4. Time of Performance.
Cooperative activities are to commence on **January 1, 2016**, or upon receipt of final signature on this Agreement, whichever occurs later, and shall terminate on **June 30, 2016**.

Section 5. **Liaison.**
The State shall report monthly, in writing, to the DUI Task Force within the County.

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 County.

Section 8. **Records.**
The State shall maintain adequate records of performance of the activities, and allow access by the County at all times.

Section 9. **Hold Harmless and Indemnification.**
The State agrees to protect, defend, and save the County, 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.

County 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 County 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, Yellowstone County DUI Task Force, Yellowstone County and the State execute this agreement according to dates written in Section 4, or upon receipt of final signature on this Agreement.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

James E. Reno, County Commissioner

Bill Kennedy, County Commissioner

John Ostlund, County Commissioner

1-19-16
Date

Yellowstone County DUI Task Force
Yellowstone County Finance Department

DEPARTMENT OF CORRECTIONS
STATE OF MONTANA

Kevin Olson, Administrator
Probation and Parole Division

12/14/15
Date

ATTEST:

Jeff Martin, Clerk and Recorder

1-19-16
Date

For: John Williams
Regional Administrator
Department of Corrections
Probation and Parole
2615 4th Avenue South
Billings, MT 59101

Region: IV – Billings, MT

County: Address for Billing

P.O. Box 20982
Billings, MT 59104

Phone: (406) 256-2718 - Finance