

**MONTANA DEPARTMENT OF CORRECTIONS
PROBATION AND PAROLE DIVISION
DUI TASK FORCE SERVICES MOU
COR-RGMOU-2023-0481-PPD**

THIS MOU is made and entered into between *Yellowstone County DUI Task Force*, hereinafter called the “County”, and the Montana Department of Corrections, hereinafter called the “State.” The parties to this MOU, in consideration of the mutual covenants and stipulations set out herein, mutually agree as follows:

Section 1. Purpose.

The purpose of this MOU 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 the Probation and Parole Officer’s (PO’s) normal job duties, the State shall perform the following activities in cooperation with the County:

PO’s shall participate 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, 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 up to the sum of four thousand five-hundred and 00/100 Dollars (\$4,500.00) 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 MOU 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 July 1, 2023, or upon receipt of final signature on this Agreement, whichever occurs later, and shall terminate on December 31, 2023. State and County may renew this MOU under its then-existing terms and conditions in one (1)-year intervals, or any interval that is advantageous to State. This MOU, including any renewals, may not exceed a total of seven (7) years.

Section 5. Liaison.

All project management and coordination on State's behalf must be through a single point of contact designated as State’s liaison. County shall designate a

liaison that will provide the single point of contact for management and coordination of County's work. All work performed under this MOU must be coordinated between State's liaison and County's liaison.

Katie Weston is State's liaison
2615 Ave. South
Billings, MT 59101
(406) 896-5426
kweston@mt.gov

Jennifer Jones is County's liaison
217 N 27th St.
Billings, MT 59101
(406) 256-2816
jjones@yellowstonecountymt.gov

Section 6. Work Product.

All products of the State resulting from the performance of activities under this MOU 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 MOU 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.

County shall provide State, Legislative Auditor, or their authorized agents access to any records necessary to determine MOU compliance. State may terminate this MOU under Section 10, Termination and Default Termination and Default, without incurring liability, for Contractor's refusal to allow access as required by this section. (§ 18-1-118, MCA.) Contractor shall create and retain all records supporting the DUI Task Force services rendered for a period of eight (8) years after either the completion date of this MOU or termination of the MOU.

Section 9. Amendments.

All Amendments to this MOU shall be in writing and signed by the parties.

Section 10. Termination and Default Termination and Default.

10.1 County Termination for Cause with Notice to Cure Requirement.

County may terminate this MOU in whole or in part for State's failure to materially perform any of the services, duties, terms, or conditions contained in this MOU after giving State written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

10.2 State Termination for Cause with Notice to Cure Requirement. State may terminate this Contract for County's failure to perform any of its duties under this MOU after giving County written notice of the failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

10.3 Reduction of Funding. State must, by law, terminate this Contract if funds are not appropriated or otherwise made available to support State's continuation of performance of this Contract in a subsequent fiscal period. (§ 18-4-313(4), MCA). If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, State shall terminate this Contract as required by law. This is Contractor's sole remedy. State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

Section 11. Integration.

This MOU contains the entire MOU between the parties and no statements, promises, or inducements made by either party or agents thereof, which are not contained in the written Agreement, shall be binding or valid. This MOU shall not be enlarged, modified, or altered except upon written MOU signed by all parties to the Agreement.

Section 12. Severability.

A declaration by any court or other binding legal source, that any provision of this MOU is illegal, and void shall not affect the legality and enforceability of any other provision of this Agreement, unless the provisions are mutually dependent.

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 MOU.

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 MOU.

Yellowstone County DUI Task Force
Yellowstone County Finance Department

County: Address for Billing

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