

# **YELLOWSTONE COUNTY**

## **Contract for Services**

### **Misdemeanor Probation & Pre-Trial Services**

#### **1. PARTIES**

This CONTRACT is entered into this 16<sup>th</sup> day of September, 2025, between **Yellowstone County** (hereinafter referred to as "**County**"), whose address and phone number are: P.O. Box 35000, Billings, Montana, 59107, telephone (406)256-2701; and **Alternatives, Inc.** (hereinafter referred to as "**Contractor**") whose address, phone number, and Federal Tax ID Number are: 2120 3<sup>rd</sup> Avenue North, Billings, Montana, 59101; telephone: (406) 256-3501; and, Federal Tax ID Number: 81-0382 745. This contract is effective as of July 1, 2025.

#### **2. RECITALS**

WHEREAS, the Contractor is a non-profit corporation organized under Montana Law for the purpose of providing community based correctional services to clients, including misdemeanor defendants and offenders in Yellowstone County (hereinafter referred to as "**Clients**").

WHEREAS, **Yellowstone County** (hereinafter referred to as "**County**") is a political subdivision of the State of Montana.

WHEREAS, the Contractor has a Board of Directors empowered to employ persons to provide care and supervision for said clients.

WHEREAS, Alternatives, Inc. acknowledges that it is an independent contractor with control over its employees, including but not limited to, the right to hire and fire its employees.

WHEREAS, the County requires supervision services for misdemeanor defendants and offenders and pre-trial defendants; and,

WHEREAS, the purpose of this Contract is to set forth the terms of the Contract and the parties' respective rights, duties, and obligations.

The County and the Contractor, as Parties to this Contract, and in consideration of the Mutual Promises Contained Herein, Agree as Follows:

**3. PURPOSE**

The Contractor will provide supervision services to clients referred by the Yellowstone County Justice Court and the Thirteenth Judicial District Court. These services are to assist clients in meeting the conditions of sentences for misdemeanor offenses or conditions of pre-trial release, and/or any other function mutually agreed to by the Parties. Further, the Contractor agrees to monitor and report any instances of non-compliance with Court ordered conditions in the manner specified in this Contract.

It is understood that this Contract between the County and the Contractor does not bind the Yellowstone County Justice Court or the District Court to utilize the program or its services. Determination of the appropriateness of a client for referral is made at the sole discretion of the Justices of the Peace and of the District Court Judges, and as otherwise provided for by law.

**4. PURCHASE OF SERVICES AND SPECIAL CONDITIONS**

- A. The Contractor offers and the County agrees to purchase the following services:  
Misdemeanor Probation services to monitor offenders for misdemeanor sentence compliance, restitution payments, and conditions of pre-trial release for pre-trial defendants.
- B. Supervision services for clients are to be provided by two full-time employees titled Misdemeanor Probation Officer.

The duties of these officers shall include:

- Development of a written plan for the delivery of supervision services otherwise referred to as "Standard Operating Procedures for Misdemeanor Probation."  
These procedures are attached to this agreement as **Attachment A**.
- The provision of a document by which the Justice and District Courts may refer clients to the Misdemeanor Probation Program and specify the conditions of supervision.

- Supervision duties as agreed to in the written Standard Operating Procedure for Misdemeanor Probation and Pre-Trial Services, which may include home visits, office reporting, and urinalysis testing if required by the Courts. All duties are to be consistent with the requirements of MCA 46-23-1011.
- The writing of violation reports concerning client non-compliance with Court ordered conditions.
- Progress reports and Termination reports as specified by the Justice Court and District Court.
- As requested, the Contractor will make available to the Court personnel information regarding the performance of the client during the time that the client is under supervision by this program.
- The caseload for the Misdemeanor Probation / Pre-Trial Officer shall be determined by the Contractor.

**C. Qualifications of Officers:**

1. The Contractor agrees to hire employees for the position Misdemeanor Probation Officer who have at least a college degree and some formal training in behavioral sciences. Related work experience in the areas listed in 2-15-2302(2) MCA may be substituted for educational requirements at the rate of 1 year of experience for 9 months formal education.
2. Each Misdemeanor Probation Officer must, through a source approved by the Contractor, obtain 16 hours a year of training in subjects relating to the powers and duties of probation officers, and a total of 40 hours overall in corrections and treatment practice.
3. Each Misdemeanor Probation Officer will receive training that is based upon, and incorporates the core requirements of, the standards adopted by the P.O.S.T. Council. Each officer will have any required training or certifications required by P.O.S.T. or Montana law.

**5. STATUTORY POWERS.**

The County understands that Contractor has certain statutory powers as provided by Montana law, specifically sections 46-23-1005, 46-23-1011 and 46-23-1012, M.C.A.

**6. COMPENSATION**

The County will provide the Contractor the sum of \$25,000 (twenty-five thousand dollars) per annum, as compensation for the operation of the Jail Alternatives program during the term of this Agreement. The Contractor may charge clients supervision fees, and in the event that the client is unable to pay these fees, the County may, at its discretion, pay the fees on the client's behalf.

The Contractor shall submit an invoice to the County on the first day of July (2025 & 2026), October (2025 & 2026), January (2026 & 2027), and April (2026 & 2027) for one quarter (1/4) of the amount of yearly compensation. The County will have fifteen days to review and question charges and pay undisputed claims. Disputed claims will be redirected to the Yellowstone County Attorney's Civil Department, and the Chief Executive Officer of Alternatives, Inc. for resolution within a 30-day period.

**7. RECORDS/REPORTING**

Contractor shall maintain documentation regarding the services provided. Records shall include the client's progress in meeting program requirements, the number and type of services delivered.

Records, work papers, supporting documents, statistical records, and all other records documenting the services provided by the Contractor will be retained for a period of 1 (one) year from the completion date of this Agreement.

Contractor agrees to provide the County with statistical documentation concerning service levels as requested.

**8. INDEPENDENT CONTRACTOR STATUS, INSURANCE, AND INDEMNIFICATION**

A. The Contractor is an independent contractor providing services to the County. Neither the Contractor, nor any of its employees are employees of the County under this agreement, nor will they be considered employees of the County under subsequent amendment to this agreement, unless otherwise expressed in writing.

- B. Contractor is required to supply the County with proof of Worker's Compensation Insurance or Independent Contractor's Exemption covering the Contractor while performing work for the County.
- C. Contractor shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County as additional insured against liability for damages for bodily injury, including death, and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars (\$1,500,000.00) in the aggregate arising from incidents which occur as the result of Contractor's negligence while performing any work of service and for which Yellowstone County's sole basis of liability is vicarious liability for the acts or omissions of the Contractor and/or subcontractors. Contractor shall maintain at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with work or service by Contractor, agents, employees, representatives, assigns, and sub-contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the effective period of the contract. In addition, Contractor will furnish to Yellowstone County a certificate of insurance and copy of the policy endorsement, indicating that Yellowstone County is named as an additional insured prior to implementing the contract.
- D. Contractor will provide a security bond in the amount of \$100,000 and fidelity bonding of all staff with authority to handle monies.
- E. County shall indemnify and hold harmless Contractor, its officers, directors, agents and employees from and against any and all claims, demands or causes of action (including all costs and reasonable attorney's fees incurred in defending any claim, demand or cause of action) arising out of or resulting from any negligent or wrongful acts, errors, omissions, incompetence, malfeasance or misfeasance by the County and its officers, agents and employees in the provision of services pursuant to this Agreement. Contractor shall indemnify and hold harmless County, its respective officers, agents and employees from and

against any and all claims, demands or causes of action (including all costs and reasonable attorney's fees incurred in defending any claim, demand or cause of action) arising out of or resulting from any negligent or wrongful acts, errors, omissions, incompetence, malfeasance or misfeasance by Contractor and its officers, directors, agents and employees in the provision of services pursuant to this Agreement. This provision shall survive the termination of this Agreement for events related to the performance of this contract.

**9. NON-DISCRIMINATION**

Pursuant to Sections 49-2-303 and 49-3-207, Montana Code Annotated and the Federal Civil Rights acts, no part of this contract shall be performed in a manner which illegally discriminates against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap.

**10. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING**

Contractor agrees not to assign or transfer any work contemplated under this contract without prior written consent from the County. The Contractor further agrees not to enter into subcontracts for any of the work contemplated under this contract without the prior written approval of the County. Such approval shall be the sole province of the Yellowstone County Board of County Commissioners.

**11. MODIFICATION AND TERMINATION**

- A. This Purchase of Service Contract may be modified at any time by mutual written agreement between both the County and the Contractor.
- B. Either party may terminate this Agreement without cause by providing the other party with at least thirty (30) days' prior written notice. In the event of such termination, the parties shall cooperate in good faith to wind down their respective obligations. Any prepaid funds attributable to services or benefits not yet provided as of the effective date of termination shall be prorated and refunded to the paying party within thirty (30) days. Conversely, any funds owed for services or benefits rendered through the effective date of termination shall be calculated on a pro rata basis and paid within thirty (30) days.

**12. CHOICE OF LAW AND VENUE**

This contract is governed by the laws of Montana. The parties agree that any mediation, arbitration, or litigation concerning this contract must be brought in the Thirteenth Judicial District, in and for the County of Yellowstone, State of Montana. It is understood and agreed by the parties that if any part, term, or provision of this contract is held by the Courts to be illegal or in conflict with any law of the State of Montana, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

**13. TERM OF AGREEMENT**

This contract shall take effect and services will be provided starting on July 1, 2025, and shall terminate on June 30, 2027, except as otherwise provided in this Contract.

**14. LIMITS OF CONTRACT**

This instrument contains the entire contract between the parties, and no statements, or promises of inducements made by either party which are not contained in the written contract shall be valid or binding. The contract may not be enlarged, modified, or altered, except as provided by written agreement of the parties.

**15. NOTICES**

Notices shall be given as follows:

David O. Armstrong, CEO  
c/o Alternatives, Inc.  
2120 3<sup>rd</sup> Avenue North  
Billings, MT 59101

Board of County Commissioners  
Mark Morse, Chairman  
P.O. Box 35000  
Billings, MT 59107

**IN WITNESS THEREOF:** The County and the Contractor have executed this contract on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

FOR: ALTERNATIVES, INC.

FOR: BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY

  
\_\_\_\_\_  
DAVID O. ARMSTRONG, CEO

\_\_\_\_\_  
MARK MORSE, CHAIRMAN

\_\_\_\_\_  
MICHAEL J. WATERS

\_\_\_\_\_  
CHRIS WHITE

ATTEST:

\_\_\_\_\_  
JEFF MARTIN, CLERK & RECORDER