

PROFESSIONAL SERVICES CONTRACT

This contract is entered into this _____ day of _____ 2026, by and between the **BOARD OF COUNTY COMMISSIONERS**, Yellowstone County, Montana, hereinafter referred to as the “**BOARD**,” and **DARLA TYLER-McSHERRY** hereinafter referred to as “**CONTRACTOR**”.

1. The BOARD employs CONTRACTOR to act as the coordinator of the Yellowstone County DUI Task Force to act as liaison between the DUI Task Force, the Board and the general public.

SCOPE OF SERVICES:

2. CONTRACTOR shall work under the direction of the DUI Task Force and shall in a professional, timely manner perform duties, both expressed and implied, that relate to the following scope of services: Help prepare the Task Force annual budget, monitor all Task Force financial transactions, present monthly reports to the Task Force. CONTRACTOR shall monitor all normal monthly maintenance and operating expenses.

3. CONTRACTOR on behalf of the Task Force shall comply with Montana open meeting laws and notice all Task Force meetings accordingly. CONTRACTOR shall maintain statistical information in order to prepare the Task Force annual Report for submission to the Board and the Task Force.

4. CONTRACTOR shall implement DUI programs and actively perform the directives of the Task Force, including but not limited to availing herself to public speaking and participation in all Task Force approved community projects and attend, at the direction of the Task Force, state and or national DUI related meetings.

TERM:

5. The term of this contract will commence on December 1, 2026 and terminate on November 30, 2029. Either party reserves the right to terminate this contract at any time. Should either party desire to terminate this contract, the terminating party shall give thirty (30) days written notice.

COMPENSATION:

6. The BOARD agrees to pay CONTRACTOR a monthly rate of Two Thousand Five Hundred Sixty-three Dollars and Sixty-seven Cents, (\$2,563.67) each month during the term of this Agreement between December 1, 2026 and November 30, 2027. The BOARD agrees to pay CONTRACTOR a monthly rate of Two Thousand Six Hundred Forty Dollars and Fifty-eight Cents, (\$2,640.58) each month during the term of this Agreement between December 1, 2027 and November 30, 2028. The BOARD agrees to pay CONTRACTOR a monthly rate of Two Thousand Seven Hundred Nineteen Dollars and Eighty Cents (\$2,719.80) each month during the term of this Agreement between December 1, 2028 and November 30, 2029.

7. CONTRACTOR will submit a monthly invoice within 30 days after end of each month, and Yellowstone County will not withhold payroll taxes or employment taxes of any kind.

WORKER'S COMPENSATION:

8. The parties agree that CONTRACTOR is for the purpose of this contract, an independent contractor and not an employee of either Yellowstone County or the DUI Task Force. CONTRACTOR is responsible for Workers Compensation coverage and any tax consequence(s) associated with this contract.

INDEMNITY:

9. CONTRACTOR agrees to hold harmless and indemnify Yellowstone County and the DUI Task Force from liability, loss, or damage(s), including costs and reasonable attorney's fees for defense of the same that Yellowstone County and the Task Force may suffer as a result of CONTRACTOR's negligent acts, errors, or omissions in the performance of the professional services under contract.

LEGAL REMEDIES:

10. Should either party commence litigation, arbitration, or mediation proceedings relating to this contract, or to enforce or interpret any provisions of this contract, the prevailing party shall be entitled to recover all reasonable expenses, including attorney's fees, witness and expert witness fees and court costs.

11. The parties agree that the laws of the State of Montana shall govern this contract, and that venue shall be in the Thirteenth Judicial District Court, Billings, Yellowstone County, Montana.

12. CONTRACTOR shall not sublet or assign any of the services covered by this contract without the express written consent of the BOARD or the DUI Task Force.

This contract constitutes the full and complete contract between the BOARD and CONTRACTOR. The provisions herein relating to the terms and conditions of this Professional Services Contract supersede any and all prior agreements, resolutions, practices, policies, rules and regulations concerning terms and conditions inconsistent with these provisions. Any modifications to this contract shall be made in writing signed by both parties.

NON-DISCRIMINATION:

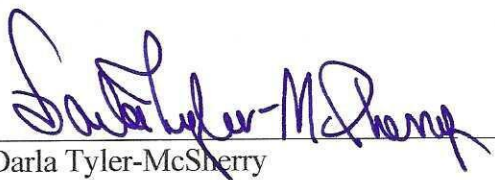
Yellowstone County does not discriminate on the basis of race, creed, color, religion, sex, national origin, physical or mental disability, age, political ideas or marital status. Entities contracting with Yellowstone County to deliver goods or services must ensure their agents, employees and sub-contractors do not discriminate or cause for such discrimination as enumerated above, among them or their employees or recipients of the goods and/or services to be offered.

IN WITNESS WHEREOF, the party set their hands and seals _____ day of

_____ 2026.

CONTRACTOR

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA



Darla Tyler-McSherry

Mark Morse, Chairman

Mike Waters, Member

Chris White, Member

ATTEST:

Clerk and Recorder