

1. **PARTIES**

The Montana Department of Corrections (DOC) and the Montana Department of Justice (DOJ) enter into this Memorandum of Understanding (MOU – DOJ CI Agents). The parties’ names, addresses, and telephone numbers are as follows:

Montana Department of Corrections  
Office of Investigations  
5 S. Last Chance Gulch  
PO Box 201301  
Helena, MT 59620-1301  
(406) 444-3930

Montana Department of Justice  
2225 11<sup>th</sup> Avenue  
Helena, MT 59601  
(406)-444-3933

**DOC AND DOJ, AS PARTIES TO THIS MEMORANDUM OF UNDERSTANDING AND FOR THE CONSIDERATION SET FORTH BELOW, AGREE AS FOLLOWS:**

2. **DUTIES/RESPONSIBILITIES OF DEPARTMENT AND CONTRACTOR**

RECITALS:

The Department of Corrections (DOC) and entities contracting with DOC operate secure facilities and community programs in multiple counties across the state of Montana.

Allegations of criminal conduct against incarcerated offenders and staff employed in these facilities requires investigation by trained and qualified personnel.

DOC employs trained and qualified personnel to conduct investigations, to decrease the demand on local law enforcement resources, and to resolve allegations in a timely and efficient manner.

As a result of alleged criminal activities occurring within the premises of the DOC facilities, and the need to investigate them, the DOC may possess information that may be of mutual interest to the Department of Justice (DOJ) and other members of the law enforcement community.

AGREEMENT:

The DOC and DOJ therefore agree as follows:

1. Appointment of Agents-Scope of Authority. DOJ, by designation of the Attorney General, will appoint qualified DOC personnel as criminal investigative agents under the provisions of § 44-2-111, MCA, et seq. to investigate alleged criminal violations by offenders incarcerated or persons employed in a DOC or DOC-contracted facility or program.
  - a. DOC agents shall be qualified by experience, training, and high professional competence in criminal investigation and meet the requirements of § 7-32-303, MCA.
  - b. As a result of their agent status, DOC investigators shall be deemed "peace officers" as defined in § 46-1-202 (17), MCA and will have the duty to maintain public order and ability to make arrests for offenses within the scope of this agreement.

- c. DOC agents shall operate under the supervision and authority of the Manager of the Office of Investigations and shall undertake no investigation without proper authorization.
  - d. The investigative authority granted to DOC agents is not coextensive with the provisions of § 44-2-115, MCA but rather, limited to the investigative authority set forth in this section.
2. Criminal Justice Agency Recognition & Information Sharing. The parties agree to collect and disseminate confidential criminal justice information created during the investigations contemplated by this agreement in accordance with the provisions of Title 44, Chapter 5, parts 2 and 3, MCA.
  3. Interagency Assistance. DOC agents will have the same cooperation of state agencies set forth in § 44-2-116, MCA regarding providing transportation, educational, and laboratory facilities for their use when so requested. Further,
    - a. The DOJ will allow participation by the DOC agents in its training opportunities. The DOC will pay all costs to attend training including travel, per diem, and ammunition costs.
    - b. The DOJ will provide prosecutorial legal counsel to assist in the determination of the necessity to issue any investigative subpoena.
  4. Written Policies
    - a. In accordance with § 44-2-117, MCA, DOC will adopt written policy that prohibits racial profiling and defines the elements of racial profiling.
    - b. DOC will adopt written policy concerning dissemination of confidential criminal justice information.
  5. Yearly Meetings & Statistical Reports. Every three months, the DOC Office of Investigations Manager shall submit a report to the DOJ Criminal Investigation Bureau Chief identifying the number of cases and their status. In person meetings between the DOC Office of Investigations Manager and the DOJ Criminal Investigations Bureau Chief shall take place once a year.
  6. Employment Status of DOC Investigators. The DOC investigators are employed solely by the Department of Corrections and are subject only to its supervision. This agreement may be amended in writing by mutual agreement of the parties.
  7. Compliance. The DOJ retains the authority to verify that the DOC, its investigators and the DOC Office of Investigations is meeting all obligations set out above.

#### 4. EFFECTIVE DATE

This MOU shall take effect upon final signature and shall remain in effect until terminated by either party with the receipt of a 30 day written notice.

#### 5. LIAISONS AND NOTICE

- A. Paul Szczepaniak, 5 South Last Chance Gulch, Helena, MT 59620, 444-5386 or successor serves as DOC liaison.

- B. John Strandell, 2225 11<sup>th</sup> Avenue, Helena, MT 59601, (406)-444-2053 or successor serves as DOJ's liaison.
- C. All notices and invoices required in this Memorandum of Understanding shall be in writing, properly addressed to the liaison in (A) and (B) above, and mailed first-class, postage prepaid. All notices sent via U.S. Postal Service are deemed effective on the date of postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) are effective upon receipt.

**6. AMENDMENTS**

All amendments to this Memorandum of Understanding shall be in writing and signed by the parties.

**7. TERMINATION AND DEFAULT**

- A. Either party may terminate this Memorandum of Understanding without cause by providing written notice to the other as described in this paragraph. The party desiring to terminate the Memorandum of Understanding shall provide written notice to the other, which notice will establish a termination date not less than thirty (30) days from the date of such notice.

**8. INTEGRATION**


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

**9. SEVERABILITY**

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


**SIGNATURE**

**Department of Corrections**

  
\_\_\_\_\_  
Mike Hatista, Director  
Department of Corrections


8/22/16  
Date

**Department of Justice**

  
\_\_\_\_\_  
Bryan Lockerby, Administrator  
Department of Justice

8/23/16  
Date

Approved for Legal Content by:

  
\_\_\_\_\_  
Legal Counsel  
Department of Corrections

8-19-16  
Date