

MEMORANDUM OF UNDERSTANDING**Between****MONTANA DEPARTMENT OF CORRECTIONS****And****MONTANA DIVISION OF CRIMINAL INVESTIGATIONS****I. PURPOSE**

This Memorandum of Understanding between the MONTANA DEPARTMENT OF CORRECTIONS, hereafter referred to as DOC, and the MONTANA DEPARTMENT OF JUSTICE, DIVISION OF CRIMINAL INVESTIGATION, hereafter referred to as DCI, is hereby entered into to facilitate cooperation in the use of equipment, personnel and services for law enforcement efforts and public safety. It provides for the limited access to electronic records storage systems. The aforementioned agencies have a common interest in achieving the goal of this agreement by virtue of their responsibility to enforce laws of the State of Montana.

II. OBJECTIVE

The objective of this Memorandum of Understanding is to provide DOC with the ability to store, maintain and purge confidential criminal justice information through the use of electronic records storage systems owned and maintained by DCI.

III. SCOPE OF AGREEMENT

For the period set forth in Section IV, the aforementioned agencies shall furnish personnel, services, funding, facilities and perform all things necessary and appropriate for effective electronic storage and sharing of information for the purposes of effective enforcement of laws and public safety.

DCI will:

- A. provide DOC a database for the electronic storage of information;
- B. provide training in the use of the database;
- C. provide training in the security and protection of civil rights in relation to information stored in the database;
- D. manage access to the database;
- E. limit access to the information to those with a need-to-know and a right-to-know;
- F. protect and preserve the security of the information to prevent unauthorized disclosure to unauthorized persons;

- G. maintain an audit trail of all information placed into the database and provide a copy of the trail to DOC when requested;
- H. provide DOC an electronic copy of the information stored and remove the information from all DCI media when the agreement is terminated.
- I. acknowledge that the information entered and maintained in the DOC database belongs to DOC.

DOC will:

- A. provide DCI with their existing database so that it can be incorporated into the one that will be maintained by DCI.
- B. limit access to the information to those with a need-to-know and a right-to-know;
- C. protect and preserve the security of the information to prevent unauthorized disclosure to unauthorized persons;
- D. comply with the Code of Federal Regulations (Title 28, Part 23), Montana Code Annotated (Title 44, Chapter 5) and the Montana All Threat Intelligence Center Privacy Policy;
- E. provide a signed copy of a security agreement for each user of the database;
- F. have each user complete training provided by DCI to include periodic updates;
- G. provide access to the database to the staff of the Montana All Threat Intelligence Center for law enforcement purposes;
- H. provide oversight and review of entries made into the database so that they comply with the above laws, regulations and policy;
- I. acknowledge that the information entered and maintained in the DOC database belongs to DOC.

IV. PERIOD OF PERFORMANCE

This MOU shall remain in effect from the date both parties sign it until terminated as outlined:

- A. This agreement may be terminated at any time by any party upon giving written notice of termination of the other party at least 30 days prior to the date fixed in such notice or when any and all cases filed are terminated through the judicial system.
- B. Where the operation of this agreement extends beyond the current fiscal year, this agreement is expressly conditioned and contingent upon state making appropriations for necessary expenditures hereunder after such current year shall have expired. In case such appropriation as may be necessary to carry out this agreement is not made, the parties hereby agree to release each other from all liability for failure to perform due to the failure to make such appropriation.

V. AMENDMENT

This agreement may be amended by mutual agreement of the parties at any time during the time specified. The party desiring an amendment shall propose the amendment in writing to each of the project officers who will review the proposed modification and make recommendations on the acceptance or rejection of the proposal.

VI. PROJECT OFFICERS

As authorized representatives of the parties to whom any communication required or permitted under this agreement, shall be addressed to:

Steve Barry
Investigation B.C. (Acting)
PO Box 201301
Helena, MT 59620-1301

Bryan Costigan
Supervisory Agent
PO Box 201417
Helena, MT 59620-1417

APPROVED this 16th day of March, 2010.

State of Montana, Department of Corrections

Mike Ferriter
Mike Ferriter, Director

Approved for Legal Content

Diana L. Koch
Legal

3/15/10
Date

State of Montana Department of Justice, Division of Criminal Investigations

APPROVED this 18th day of February, 2010.

Mike Batista
Mike Batista, Administrator

Joe Wodnick
Joe Wodnik, Bureau Chief