



Greg Gianforte, Governor | Brian M. Gootkin, Director

Jan. 25, 2023

Members of the Interim Budget Committee Section D,

The Montana Department of Corrections respectfully submits the following information in response to questions posed by members of the Interim Budget Committee Section D at its Jan. 25, 2023 hearing.

Information about vacancies at the DOC.

See Attachment A (Vacancy by Position Type).

Overtime rate for a correctional officer at the beginning of the next biennium.

The overtime rate for a correctional officer starting in FY2024 would be: $\$22.51 \times 1.5 = \$33.77/\text{hour}$

DP 203 – Provide information about cost for each item and age.

Item	#	Cost Per	Total Cost	Age	Comments
Warehouse Management System	1	200,000	200,000	20 years	The Warehouse currently uses a 20 year old Access database.
Retherm Ovens	6	25,000	150,000	over 20 years	Manufacturer no longer makes replacement parts - staff are often moving the retherm ovens between units and constantly trying to fix.
Warehouse Freezer	1	75,000	75,000	requesting new	With expanded food factory capacity, additional storage is needed
Grader	1	85,000	85,000	27 years	Needed for road maintenance at MSP
Backhoe	1	75,000	75,000	30 years	Needed for road maintenance at MSP
Mini-Excavator	1	55,000	55,000	requesting new	Needed for road maintenance and other infrastructure projects at MSP
60 foot manlift	1	125,000	125,000	requesting new	Needed for maintenance on fences, towers
Emergency Generator - High Side Kitchen	1	35,000	35,000	20 years	Current generator is over 20 years old, and often doesn't work. Replacement parts are difficult to find and expensive. On multiple occasions over the last two years, staff and inmates have prepared cold meals using flashlights during a power outage due to the failure of the backup generator.
LP forklift for Warehouse	1	35,000	35,000	over 20 years	Forklifts see heavy daily usage, and are in need of replacement.
LP forklift for Maintenance	1	35,000	35,000	over 20 years	Forklifts see heavy daily usage, and are in need of replacement.



All-terrain extended forklift with man bas	1	80,000	80,000	new request	Maintenance needs the ability to move supplies and materials over varied terrain.
New fridge/freezer combo for Food Service	1	4,500	4,500	new request	This would make life easier for kitchen staff by providing them easier access to salad bar items, or other items for which they need quick access.
Hearings Stations for Contracted Facilities	3	1,600	4,800	new request	This would simplify the process for Parole hearings held over Zoom.
Additional Cameras			15,700	new request	Additional camera needs have been identified within facilities.
Utility Vehicle for Security	1	25,000	25,000	new request	MSP property is approximately 38,000 acres. Many of this is without roads. This vehicle would be used by staff to conduct security checks or respond to medical issues across the facility.
			1,000,000		

How much would it cost to allow inmates at DOC facilities to make phone calls at no expense to their family and friends?

There is no way to determine with any degree of certainty how much it would cost to allow inmate phone calls to be made at no expense to the inmate and his/her family and friends. There is a substantial initial and ongoing cost to creating and servicing an inmate phone system. The department is not aware of any state that contracts with an entity that provides this service at no cost to the user, nor it is aware of any state department of corrections that provides this service internally. Therefore, there is no readily available benchmark. Should the legislature choose to direct and fund an inmate phone system that is free to the user, the department would work with SITSD to determine how best to proceed in providing or procuring such a system.

DP 209 – How much overtime/differential pay is related to the pay raise received by correctional officers in 2022?

	<u>General Fund Total</u>	<u>Total Funds</u>
FY 2024	\$2,416,608	\$2,416,608
FY 2025	\$2,416,608	\$2,416,608

PL - 209 - Differential and Overtime Pay -

Union contracts require payment of differential pay for certain shifts or job duties. The department is requesting appropriation to cover the cost of that differential pay. The department is also requesting funding for Overtime due to the change to 12 hour shifts.

PL 209	2024	2025
OT over 12 at MSP	\$ 2,170,862	\$ 2,170,862
Differential Pay - MSP	\$ 50,099	\$ 50,099
Differential Pay - Pine Hills	\$ 37,920	\$ 37,920
Differential Pay - MWP	\$ 1,404	\$ 1,404
Differential Pay - P&P	\$ 155,089	\$ 155,089
Differential Pay - Investigations	\$ 167	\$ 167
Differential Pay - Secure Contracts	\$ 1,067	\$ 1,067
	\$ 2,416,608	\$ 2,416,608

If the \$2 pay increase had not been implemented, the request for overtime over 12 months would have been approximately \$250,000 less.



What do the retention rates look like after the implementation of 12-hour shifts at Montana State Prison?

The move to 12-hour shifts occurred in October 2022. According to the DOC's employment data, since July 15, 2022, 35 employees have left their employment with Montana State Prison:

Reason	8-Hour Shifts (July 1, 2022 through September 30, 2022 11 pay periods)	12-Hour Shifts (October 7th to date 14 pay periods)
	Total by Reason	Total by Reason
Career Choice	4	9
CoWorkers	0	0
Death	0	1
Family Reasons	0	0
For Cause	0	2
Job Abandonment	0	1
Lacking in Career Advancement	0	0
Leadership	0	0
More Pay	1	1
Personal Reasons	5	1
Probationary Period	2	1
Reduction in Force	0	0
Relocation	0	0
Retirement	4	2
Retirement due to RIF	0	0
Work Conditions	5	1
Grand Total	21	19

Anecdotal reports from line staff indicate they like the 12-hour shifts after having some time to adjust to them. In addition, some staff still prefer eight-hour shifts. As stated during the hearing on 1/25/23, the DOC is looking at ways to offer a combination of eight-hour and 12-hour shifts when staffing numbers allow.

DP 211 – Provide a prioritized list of vehicles for replacement.

Priority	Vehicle Requested	Amount	Description
1	Security Vehicles	\$ 420,000.00	MSP is requesting 8 new vehicles. The current vehicle fleet is struggling to meet the needs of the facility. Over the course of the last two years, there have been numerous situations in which a fleet vehicle broke down during transit and the staff (and sometimes inmates) had to be recovered from the roadside and transported to their destination. This request would include one large SUV for the CSRT team. The CSRT team is required by MOU to respond to incidents and support local and statewide law enforcement agencies. Their current vehicle has experienced mechanical issues that call in to question the dependability of the vehicle, which drastically impacts the CSRT Team's ability to be ready to rapidly deploy to incidents.
2	Refrigerated Trucks	\$ 810,000.00	Our current fleet consists of a mix of seven box trucks and refrigerated trucks. They range in mileage from 150,000 miles to over 400,000 miles. Each of these trucks drive on average 58,000 miles per year. These trucks are used to safely deliver meals, supplies, license plates and furniture throughout the state.
3	New Cargo Van	\$ 60,000.00	MSP's current cargo vans have a mileage range of 104,000 to 196,000 miles. These cargo vans are used daily and accumulate approximately 17,000 miles per year.
4	Two New Gators (1 for Warehouse and 1 for Food Service)	\$ 30,000.00	Gators are used to deliver food, office, and janitorial supplies throughout the MSP campus. The current Gator is nearing end of life.
5	3 SUV Type Vehicles	\$ 180,000.00	These vehicles would be used for staff who review/monitor contracted secure facilities. These would replace high-mileage vehicles.

How many investigations were performed by the DOC's Investigations Bureau, and how many of those were referred for prosecution and obtained convictions.

The charts below reflect the number of investigations that have occurred over the past two fiscal years, and the number of convictions and cases declined for prosecution by calendar years. Please note that cases are rarely investigated, referred, charged, and convicted within the same year.

Number of Investigations

FY 23 to date	133
FY 22	250

Outcomes of Investigations by Calendar Year

Calendar Year	Convictions	Cases Declined for Prosecution
2020	31	23
2021	23	39
2022	7	8

Why does the DOC investigate PREA allegations rather than having an outside entity investigate those?

The DOC takes any allegations of PREA violations seriously. Federal PREA statute allows agencies to conduct their own investigations into allegations of sexual abuse and sexual harassment and provides standards for how that occurs. In Montana, DOC investigators are provided the ability to investigate criminal activities occurring in DOC facilities through a Memorandum of Understanding with the Montana Department of Justice.

The DOC's process for investigation of PREA allegations is as follows:

- Initial allegation is reviewed by the DOC's Investigations bureau chief and DOC PREA program manager.
- The incident is assigned to a facility PREA investigator for an administrative investigation.
- If it appears the incident may involve a criminal violation, a criminal investigator is also assigned.
- The investigation documentation and findings are reviewed by the PREA Manager at the facility and the DOC PREA program manager.

The DOC's MOU with the DOJ related to investigatory authority is located here:
See Attachment B.

The most recent DOC PREA Annual Report can be found here:

<https://cor.mt.gov/PREA/PREADocumentsandLinks/2021-PREA-Annual-Report-signed.pdf>

Data from all allegations and investigations are required to be published for public review. The most recent DOC PREA Annual Report can be found here:

<https://cor.mt.gov/PREA/PREADocumentsandLinks/2021-PREA-Annual-Report-signed.pdf>

Federal Audits done by outside entities are completed every 3 years. DOC facility audits can be found here: <https://cor.mt.gov/PREA/>



Starting wage for a correctional officer at Dawson County Correctional Facility?

The starting wage for a CO at DCCF is \$21.59/hour.

What are the daily rates for Dawson County Correctional Facility and Crossroads Correctional Center?

The daily rate for DCCF is \$87.96 and the daily rate for CCC is \$77.

Please let us know if there is any additional information we can provide related to these items.

Respectfully Submitted,

Brian Gootkin, Director

Attachment A

Position	Vacancy Rate	# of Positions	# of Vacant
Academic Counselor	0.0%	1	
Accountant 1	0.0%	2	
Accounting Supervisor	0.0%	1	
Accounting Technician 2	17.2%	7.25	1.25
ADA Coordinator	0.0%	1	
Administrative Assistant	0.0%	2	
Administrative Assistant 1	0.0%	6	
Administrative Assistant 2	0.0%	4	
Administrative Assistant 3	15.8%	4.75	0.75
Administrative Specialist 1	0.0%	1.75	
Administrative Specialist 2	25.0%	4	1
Administrative Specialist 3	25.0%	4	1
Administrative Supervisor	0.0%	3	
Administrative Support	0.0%	1	
Administrative Support Manager	0.0%	1	
Administrative Suppt Supervisor	0.0%	1	
Admissions Officer	0.0%	4	
Agency Head - Admin	0.0%	1	
Application Server Admin	0.0%	1	
Assistant Director of Nursing	0.0%	1	
Associate Warden MSP	0.0%	2	
Associate Warden MWP	0.0%	2	
Associate Warden-Security	0.0%	1	
Asst Maintenance Manager	0.0%	1	
Boards & Commissions - Admin	0.0%	5	
Boilermaker	0.0%	2	
BOPP Chief of Staff	0.0%	1	
BOPP_De006_AdminAssist	0.0%	2	
Budget Analyst 1	0.0%	2	
Budget Analyst 2	0.0%	3	
Budget Analyst Manager	0.0%	1	
Business Analyst 2	0.0%	1	
Business Executive	0.0%	1.75	
Business Manager	0.0%	1	
CARPENTER	0.0%	3	
Central Services Chief Exec	0.0%	1	
Certified Medical Assistant	100.0%	1	1
Chief Acct-Financial Analyst	0.0%	1	
Chief Financial Officer	0.0%	1	
Chief Legal Counsel	0.0%	1	
Clinical Psychologist 1	100.0%	1	1
Clinical Services Officer	0.0%	1	
Clinical Therapist 1	42.9%	14	6
Clinical Therapist Supervisor	0.0%	4	
CO - Transportation	50.0%	18	9

Collections Agent 1	0.0%	1	
Collections Technician	22.3%	4.48	1
Compliance Manager	100.0%	1	1
Compliance Specialist	16.7%	12	2
Compliance Specialist 1	0.0%	2	
Compliance Specialist 2	50.0%	2	1
Compliance Specialist 3	14.3%	7	1
Compliance Supervisor	0.0%	1	
Compliance Technician 1	0.0%	2	
Contract Monitor	0.0%	1	
Contract Placement BureauChief	0.0%	1	
Contracts and Procurement Mgr	100.0%	1	1
Cook Supervisor	35.9%	39	14
Correctional Captain	0.0%	3	
Correctional Case Specialist 1	4.2%	24	1
Correctional Case Specialist 2	0.0%	2	
Correctional Lieutenant	15.0%	20	3
Correctional Officer	31.7%	350.27	111
Correctional Officer - KeyCtrl	0.0%	3	
Correctional Officer 1	0.0%	0.5	
Correctional Officer 2	31.0%	29	9
Correctional Officer 3	20.0%	10	2
Correctional Officer Sgt	0.0%	42	
Correctional Officer-Fire Crew	100.0%	1	1
Correctional Programs Officer	100.0%	3	3
Correctional Records Analyst	0.0%	1	
Correctional Sergeant	0.0%	5	
Correctional Unit Manager	0.0%	11	
Crime Analyst 1	33.3%	3	1
Crime Investigator 1	0.0%	1	
Crime Investigator 2	14.3%	7	1
CSD Medical Bureau Chief	0.0%	1	
CSD Mental Health Bureau Chief	0.0%	1	
Customer Service Assistant	100.0%	1	1
Dairy Foreman	33.3%	3	1
Dairy Processing Supervisor	0.0%	1	
Database Administrator 3	0.0%	2	
Database Administrator Spvrs	0.0%	1	
Dental Assistant 1	0.0%	4	
Dental Hygienist 2	0.0%	1	
Dentist 1	33.3%	3	1
Deputy Director	0.0%	1	
Deputy Superintendent	0.0%	1	
Dietitian Nutritionist	0.0%	1	
DL Instructor/Coordinator	0.0%	1	
Electrician	50.0%	4	2
Emergency Specialist 3	0.0%	1	

Executive Assistant	0.0%	1	
Facility Project Manager	0.0%	1	
Financial Manager	0.0%	2	
Fire Crew Program Officer	0.0%	1	
Food Factory Director	0.0%	1	
Health Services Executive	0.0%	1	
Hearings Officer	0.0%	3	
Hearings Officer 1	0.0%	6	
Human Resource Manager	0.0%	1	
Human Resources Assistant 1	0.0%	1	
Human Resources Generalist 2	0.0%	5	
Human Resources Generalist 3	0.0%	2	
Human Resources Manager	0.0%	2	
Human Resources Specialist 1	0.0%	1	
Human Resources Supervisor	0.0%	1	
Implementation Manager	0.0%	1	
Infection Control Manager	0.0%	1	
Inmate Production Officer 1	17.2%	14.5	2.5
Inmate Production Shop Spv	0.0%	6	
IT Manager	0.0%	1	
IT Security Specialist 2	100.0%	1	1
IT Security Specialist 3	0.0%	1	
IT Specialist/Tech Instructor	0.0%	1	
IT Systems Administrator Spvsr	0.0%	1	
IT Systems Analyst 2	0.0%	7	
IT Systems Analyst Supervisor	0.0%	1	
IT Systems Support 1	0.0%	1	
Journeyman Electrician	0.0%	1	
Laundry Worker 2	100.0%	1	1
Law Enforcement Manager 2	0.0%	1	
Lawyer	0.0%	5	
Lawyer Manager	0.0%	1	
Legal Secretary 1	0.0%	1.5	
Library Assistant 1	25.0%	4	1
License Permit Technician 1	0.0%	1	
Licensed Practical Nurse	50.0%	2	1
Licensed Practical Nurse 2	0.0%	2	
Livestock Inspector 1	100.0%	1	1
Machinist/Millwright	0.0%	2	
Mail Courier 1	0.0%	1	
Mail Courier 2	0.0%	4	
Maintenance Service Manager	0.0%	1	
Maintenance Sup Heavy Equip	0.0%	1	
Maintenance Sup Wastewater Pl	0.0%	1	
Maintenance Supervisor General	50.0%	6	3
Maintenance Worker	0.0%	3	
Maintenance Worker 1	0.0%	1	

Maintenance Worker Manager	0.0%	2	
Marketing Supervisor	0.0%	1	
MCE Administrator	0.0%	0.5	
Medical Records Technician	0.0%	1	
Medical Services Manager	0.0%	3	
Mental Health Tech - CO	0.0%	4	
Mental Health Tech CO	0.0%	1	
Nurse Practitioner 1	0.0%	4	
Nursing Aide 2	17.2%	14.5	2.5
OMIS Trainer	50.0%	2	1
P&F_HLN044_Program Sp	0.0%	2	
P&P Quality Assurance Manager	0.0%	1	
P&P_ANA002_AdminAssist	0.0%	1	
P&P_BIL003_AdminAssist	0.0%	3	
P&P_BOZ003_AdminAssist	0.0%	1	
P&P_BUT009_AdminAssist	0.0%	1.5	
P&P_DEE002_AdminAssist	0.0%	1.5	
P&P_GDV005_AdminAssist	0.0%	1	
P&P_GLA012_AdminAssist	0.0%	1	
P&P_GTF009_AdminAssist	0.0%	3	
P&P_HAV010_AdminAssist	0.0%	1	
P&P_HLN124_AdminAssist	0.0%	1	
P&P_HMN004_AdminAssist	0.0%	1	
P&P_KAL001_AdminAssist	0.0%	2	
P&P_LEW008_AdminAssist	0.0%	1	
P&P_LIB009_AdminAssist	0.0%	1	
P&P_LIV002_AdminAssist	0.0%	1	
P&P_MIS028_AdminAssist	0.0%	2	
P&P_MLC010_AdminAssist	0.0%	1	
P&P_PLS001_AdminAssist	0.0%	1	
P&P_SHL003_AdminAssist	0.0%	1	
P&P_SID002_AdminAssist	0.0%	1	
P&P_THO002_AdminAssist	0.0%	0.5	
PAINTER	0.0%	2	
Paralegal 1	0.0%	1	
Payroll Technician	0.0%	2	
Pharmacy Assistant 1	50.0%	2	1
Physician 1	0.0%	2	
Physician Assistant 1	0.0%	1	
PLUMBER	66.7%	3	2
PO Technician	0.0%	1	
Policy Analyst 1	0.0%	1	
PREA Compliance & Safety Mgr	0.0%	1	
PREA Investigator	0.0%	4	
PREA Manager	0.0%	1	
Principal	0.0%	2	
Probation Parole Officer	5.7%	174	10

Probation Parole Supervisor	7.7%	26	2
Program Manager	0.0%	11	
Program Specialist 1	0.0%	12	
Program Specialist 2	0.0%	7.01	
Program Supervisor	18.9%	10.59	2
Project Management Specialist2	0.0%	1	
Project Mgmt Bureau Chief	0.0%	1	
PSI Writer	100.0%	1	1
Psychiatrist 1	0.0%	1	
Public Relations Specialist 1	0.0%	2	
Public Relations Supervisor	0.0%	1	
Public Safety Chief Executive	0.0%	1	
Public Safety Trainer - MLEA	100.0%	1	1
Public Safety Training Sup	0.0%	1	
Purchaser 1	0.0%	2	
Purchaser 2	0.0%	5	
Purchasing & Supply Specialist	0.0%	1	
Purchasing Supervisor	0.0%	2	
Purchasing Technician 1	0.0%	1	
Quality Assurance Bureau Chief	0.0%	1	
Ranch Supervisor	28.6%	7	2
Recreation Technician 1	0.0%	1	
Recreation Therapist 1	100.0%	3	3
Re-Entry Officer	0.0%	6	
REFER OVER ROAD TRUCK DRIVER	0.0%	1	
REFRIG/HVAC/PLUMBER	0.0%	1	
Registered Nurse	50.0%	2	1
Registered Nurse 2	19.4%	36	7
Registered Nurse 3	0.0%	2	
Registered Nurse Supervisor	0.0%	3	
Rehab and Programs Chief Exec	0.0%	1	
Research Analyst	0.0%	0.83	
Research Analytics Bureau Chf	0.0%	1	
Secure Facility Compliance Mgr	0.0%	1	
Security Tech	33.3%	3	1
SERVICE TRUCK DRIVER	0.0%	3	
Social Services Manager	0.0%	7	
Social Services Supervisor	100.0%	1	1
Social Worker 2	0.0%	3	
Software Developer	0.0%	2	
Software Developer 1	0.0%	1	
Software Developer 2	50.0%	2	1
Software Developer Lead	0.0%	1	
Staff Sergeant	0.0%	8	
Staff Sergeant - IPS	0.0%	2	
STG Analyst	0.0%	2	
Substance Abuse Counselor 1	57.1%	7	4

Superintendent	0.0%	1	
Teacher 1	16.3%	21.5	3.5
Teacher All Other	0.0%	7	
Teacher's Aide	0.0%	1	
Tractor/Trailer Trnsprt Driver	0.0%	2	
TRACTOR/TRAILOR TRNSPRT DRIVER	100.0%	1	1
Trainer 1	0.0%	1	
Trainer 2	10.0%	10	1
Training Manager	0.0%	1	
Training Supervisor	0.0%	1	
Transportation Coordinator	100.0%	1	1
Transportation Manager	100.0%	1	1
Unit Case Manager	7.1%	14	1
Unit Shift Supervisor	0.0%	16	
Voc Training & Safety Manager	0.0%	1	
Warden	0.0%	2	

Attachment B

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 11th 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 11th 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

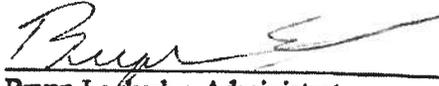
Department of Corrections



Mike Hatista, Director
Department of Corrections

8/22/16
Date

Department of Justice



Bryan Lockerby, Administrator
Department of Justice

8/23/16
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Approved for Legal Content by:



Legal Counsel
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