



MEMORANDUM OF UNDERSTANDING

Between

Department of Justice

And

Department of Corrections

MOU # LSD-MOU-2020-01

Section 1. Parties and Purpose of Agreement.

- 1.1 This Memorandum of Understanding (MOU) is between Department of Justice (DOJ) Legal Services Division and Department of Corrections (DOC).
- 1.2 The purpose of this agreement is for the Prosecution Services Bureau (PSB) within the DOJ Legal Services Division to assist in the prosecution of criminal cases arising within the Montana State Prison system. PSB is to provide the services of a licensed attorney (1.0 FTE) for such prosecutions.

Section 2. General Duties and Responsibilities

- 2.1 DOJ will provide office space and furnish the licensed attorney with a computer and cell phone.
- 2.2 DOC will provide access by DOJ to DOC records and information pertaining to the prosecution of criminal cases arising within the Montana State Prison system, including computer data stored and formulated by DOC or its contractors that DOJ determines may be necessary in carrying out its responsibilities under this agreement. This data will be supplied without cost in the form requested by DOJ if the data is available without additional cost to DOC.
- 2.3 DOC will make its employees available as witnesses in cases undertaken by DOJ. DOJ agrees to make any requests for witnesses with reasonable advance notice to not disrupt ordinary staff activity of DOC.
- 2.4 DOC agrees to provide support from its criminal investigation division and legal support staff to assist in the prosecution of cases under this agreement. Such support shall be provided on a case-by-case basis and only if DOC has available resources.
- 2.5 PSB will prosecute all escape cases from Montana State Prison and Women's Prison and all the prerelease and community corrections center escape cases from throughout the State.



- 2.6 PSB will prosecute all felony and high misdemeanor criminal cases allegedly committed by inmates, staff, or visitors at the Montana State Prison, if after reasonable investigation by DOC staff and/or law enforcement, PSB decides that filing criminal charges is warranted.
- 2.7 PSB and DOC may agree to procedures for referral of other cases to PSB. Such procedures shall be subject to the approval of both parties. Consistent with the authority and practice of PSB, DOJ may also provide assistance in cases at the request of Montana's county attorneys.
- 2.8 In consideration of the services performed by PSB under this agreement, DOC shall pay PSB \$50,000 for the current fiscal year and \$100,000 for fiscal year beginning July 1, 2020. The payment made hereunder shall be considered a flat retainer and shall constitute full payment for all legal services delivered under this agreement including but not limited to attorney time, and all travel and administrative expenses which are incurred by PSB under this agreement. Witness fees and expenses, jury costs, and other normal costs associated with prosecutions will remain the responsibility of the county in which the case is filed.

Section 3. Hold Harmless/Indemnification.

- 3.1 To the fullest extent permitted by law, DOJ shall indemnify and hold harmless DOC and the State of Montana, its elected and appointed officials, officers, agents, directors, and employees from and against all claims, damages, losses and expenses, including the cost of defense thereof, to the extent caused by or arising out of DOJ's negligent acts, errors, or omissions in work or services provided under this MOU, including but not limited to, the negligent acts, errors, or omissions of any contractor or anyone directly or indirectly employed by any contractor for whose acts contractor may be liable.
- 3.2 To the fullest extent permitted by law, DOC shall indemnify and hold harmless DOJ, its elected and appointed officials, officers, agents, directors, and employees from and against all claims, damages, losses and expenses, including the cost of defense thereof, to the extent caused by or arising out of DOC's negligent acts, errors, or omissions in work or services provided under this MOU, including but not limited to, the negligent acts, errors, or omissions of any contractor or anyone directly or indirectly employed by any contractor for whose acts contractor may be liable.

Section 4. Limitation of Liability.

Neither party shall be liable to the other party for special, incidental, consequential, punitive, or indirect damages.



Section 5. Term and Effective Date.

This MOU is effective upon the date of final signature and terminates on June 30, 2021, unless terminated earlier in accordance with the terms of this MOU.

Section 6. Termination.

Either party may terminate this agreement with a 30-day written notice of intent to terminate.

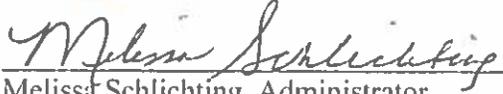
Signatures and Dates



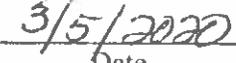
Reginald D. Michael, Director
Department of Corrections



Date



Melissa Schlichting, Administrator
Department of Justice
Legal Services Division



Date