

1. **PARTIES**

The Montana Department of Corrections (**DEPARTMENT**) and the **Montana Law Enforcement Academy (MLEA) (CONTRACTOR)** enter into this Memorandum of Understanding (**MOU-MLEA Riverside Emergency Relief**). The parties' names, addresses, and telephone numbers are as follows:

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

Montana Law Enforcement Academy  
  
2260 Sierra Road E  
Helena, MT 59602  
(406) 444-9950

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

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

CONTRACTOR agrees to provide temporary alternative safe and secure relocation of offenders housed at Riverside Correctional Facility in the event a natural or man-made disaster renders the campus uninhabitable.

CONTRACTOR will provide reasonable accommodations to offenders within the limits available at the time of the event. CONTRACTOR will not displace residents currently occupying the MLEA campus or cancel or suspend courses in order to accommodate the DEPARTMENT.

DEPARTMENT will be responsible to supervise and provide all necessary security, care, and services to those persons in custody while occupying the MLEA campus. All costs associated with the relocation or occupation of the MLEA campus by offenders under the custody of the DEPARTMENT, including all damages to MLEA, its campus, or to third parties associated with the relocation or occupation, will be the sole responsibility of the DEPARTMENT.

DEPARTMENT will notify CONTRACTOR by the most immediate means possible in the event of a declared emergency.

4. **TIME OF PERFORMANCE**

This Memorandum of Understanding shall take effect on upon final signature and shall terminate on **November 30, 2021** unless terminated earlier in accordance with the terms of this Memorandum of Understanding. This Memorandum of Understanding may, upon mutual agreement, be renewed for a period not to exceed a total of five (5) additional years.

Upon expiration of this Memorandum of Understanding, and in the absence of a new written agreement or termination by one of the parties, the terms listed herein shall continue to govern the agreement between the parties until such time as a new Memorandum of Understanding is signed.

5. **LIAISONS AND NOTICE**

A. Dan Kissner, Operations Manager 225-4502 or successor serves as DEPARTMENT liaison.

- B. Bryan Lockerby, Administrator of the Division of Criminal Investigation, 444-2967 or successor serves as CONTRACTOR'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 all parties.

7. **TERMINATION AND DEFAULT**

- A. Either party may, by written notice to the other party, terminate this Memorandum of Understanding in whole or in part at any time the other party fails to perform as required in this Memorandum of Understanding.
- B. 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**

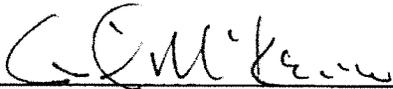
This Memorandum of Understanding contains the entire agreement between the parties and no statement, promises, or inducements made by either party or agents thereof, which are not contained in the written Memorandum of Understanding, shall be binding or valid. This Memorandum of Understanding shall not 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**

  
\_\_\_\_\_  
Cindy McKenzie, Administrator  
Youth Services Division

1-18-17  
Date

**CONTRACTOR**

  
\_\_\_\_\_  
Bryan Lockerby, Administrator  
Division of Criminal Investigation

1/19/17  
Date

Approved for Legal Content by:

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

1-13-17  
Date