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 to promote law enforcement efforts and public safety. 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 and protect the rights of its citizens.

II. OBJECTIVE

The objective of this Memorandum of Understanding is to provide DOC with the ability to participate in the Montana All Threat Intelligence Center (MATIC) by assigning a staff member to the center and identifying the responsibilities of each of the parties to the agreement. This individual will support the state goals outlined in the Homeland Security Grant Program EMW-2011-SS-0052 grant:

A. Promote Regional Cooperation;
B. Promote Information Sharing;
C. Promote the Incident Command System (ICS) and the National Incident Management System (NIMS);
D. Promote appropriate agricultural and animal health hazard recognition, mitigation, response and recovery

The staff member will support the following National Priorities:

A. Expand Regional Collaboration;
B. Implement the National Incident Management System and *National Response Framework;*
C. Implement the *National Infrastructure Protection Plan;*
D. Strengthen Information Sharing and Collaboration Capabilities;

III. SCOPE OF AGREEMENT

For the period set forth in Section IV, the aforementioned agencies shall furnish personnel, services, funding and facilities and perform all things necessary and appropriate for effective participation in the MATIC.

DCI will:

A. Provide DOC with space in the MATIC, office equipment and network connectivity for the individual assigned;

B. Provide the assigned DOC individual initial and in-service training in the area of intelligence;

C. Provide training in the security and protection of civil rights;

D. Provide access to criminal justice, criminal intelligence and homeland security information;

E. Provide daily supervision for the DOC individual including assigning work, review hours worked and meeting quarterly with the DOC Investigations Bureau Chief to provide staff member work performance updates;

F. Meet with DOC administrators as needed to discuss the activities of the MATIC and the participation of the DOC individual;

H. Conform to the policies and restrictions DOC places on the DOC individual; and,

I. Facilitate the initial national security clearance process and any routine reviews and updates for the DOC individual.

The DOC will:

A. Assign one (1) staff member to work in the MATIC on a full-time basis;
   I. As in accordance with DOC's mission of the intelligence program, the staff member will:
      i. Develop an intelligence network within the department for gathering terrorist/law enforcement related information and analyze the information;
      ii. Develop an integrated system that networks all field functions within the DOC including secured facilities, probation & parole, interstate compact and juvenile facilities;
      iii. Develop and provide training for DOC personnel on recognition of potential intelligence information and established reporting procedures;

iv. Coordinate with all levels of personnel with coordinated access to all DOC facilities and programs;
v. As a member of MATIC will act as the DOC coordinator and provide support to MATIC in external investigations as necessary; and
vi. Represent DOC in all areas concerning anti-terrorism and law enforcement intelligence.
vii. Participate in the daily operation of the MATIC, Montana Joint Terrorism Task Force (JTTF) and other task forces as needed;
viii. Staff member will obtain and maintain a national security clearance and agree to be subject to national security scope polygraph;
ix. Comply with the Code of Federal Regulations (Title 28, Part 23), Montana Code Annotated (Title 44, Chapter 5) and the MATIC privacy policy;

B. Assemble quarterly program information, allow the Division of Criminal Information input and submit quarterly reports to Disaster and Emergency Services;

C. Provide funding for the position utilizing 2013 Homeland Security funds ($74,904.00);

D. Retain personnel authority over the DOC individual;

E. Be responsible for the annual performance evaluation and discipline of the individual assigned;

F. Provide the DOC staff member with transportation, cellular telephone/data device and other communication tools, such as mobile or hand held radio equipment, as needed;

G. Pay the DOC individual's work related travel expenses as provided in State of Montana per diem rules, which will be directly reimbursed by DOC/grant funding.

IV. PERIOD OF PERFORMANCE

This MOU shall remain in effect from July 1, 2014 thru June 30, 2015 or until terminated as outlined:

A. This agreement may be terminated at any time by either party upon giving written notice of termination to 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. The current agreement can be extended beyond the current fiscal year after the agreement has been reviewed and signed by both parties.

C. Where the operation of this agreement extends beyond the current fiscal year, this agreement is expressly conditioned and contingent upon the availability of funding for necessary expenditures hereunder after such current year shall have expired. In case such funding as may be necessary to carry out this agreement is not available, the parties hereby agree to release each other from all liability for failure to perform due to absence of funding.

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:

Dale Tunnell
Bureau Chief, Office of Investigations
PO Box 201301
Helena, MT 59620-1301

Bryan Costigan
Section Supervisor
PO Box 201417
Helena, MT 59620-1417

APPROVED this _____ day of _____, ~~2011~~ 2014.

State of Montana, Department of Corrections

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Mike Batista, Director, Montana DOC

State of Montana Department of Justice, Division of Criminal Investigations

APPROVED this 20 day of May, ~~2011~~ 2014.

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Bryan Lockerby
Division Administrator