

1. **PARTIES**

The Montana Department of Corrections (**DEPARTMENT**) and Flathead County Sheriff (**CONTRACTOR**) enter into this Memorandum of Understanding (**MOU – Flathead County Juvenile Transport**). 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

Flathead County Sheriff

920 South Main Street, Ste 100
Kalispell, MT 59901
(406)-758-5610

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 will transport DEPARTMENT youth from Flathead County to the closest available juvenile detention center in the event the DEPARTMENT Juvenile Parole Officer is unavailable to do so. Transports may be initiated by the DEPARTMENT or the CONTRACTOR and will take place upon mutual agreement.

3. **COMPENSATION/BILLING/OUTCOMES**

The DEPARTMENT shall compensate CONTRACTOR for successful delivery of services (or goods), provided pursuant to Section 2, in the following manner:

- A. The DEPARTMENT agrees to pay CONTRACTOR for staff time incurred to transfer a DEPARTMENT youth from Flathead County to the closest available juvenile detention facility. CONTRACTOR will not charge the DEPARTMENT for transports if they are already in route to that county.
- B. The DEPARTMENT agrees to reimburse the CONTRACTOR for mileage at the current state mileage rate in effect at the time of transport.
- C. The DEPARTMENT agrees to pay CONTRACTOR within thirty (30) days following receipt of a correct invoice.
- D. The DEPARTMENT may withhold payments to CONTRACTOR if CONTRACTOR has not performed in accordance with the terms of this Memorandum of Understanding.
- E. The Memorandum of Understanding number must be referenced on all invoices and correspondence pertaining to this Memorandum of Understanding.

4. **TIME OF PERFORMANCE**

This Memorandum of Understanding shall take effect upon final signature and shall terminate on **June 30, 2017**, unless terminated earlier in accordance with the terms of this Memorandum of Understanding. This Memorandum of Understanding may, upon mutual agreement and according to the

terms of the existing Memorandum of Understanding, 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, 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. Steve Harrel, Program Manager, 5 South Last Chance Gulch, Helena, MT 59620, 444-4390 or successor serves as DEPARTMENT liaison.
- B. Jennifer Root, Detention Commander, 920 South Main Street, Ste 100, Kalispell, MT 59901, (406)-758-5585 or successor serves as CONTRACTOR 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. The DEPARTMENT may, by written notice to CONTRACTOR, terminate this Memorandum of Understanding in whole or in part at any time CONTRACTOR 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.

10. COMPLETED MEMORANDUM OF UNDERSTANDING

The DEPARTMENT cannot disburse any payments under this Memorandum of Understanding until a fully executed original Memorandum of Understanding is returned to the Department of Corrections, Contracts Management Bureau, P.O. Box 201301, Helena, MT 59620-1301.

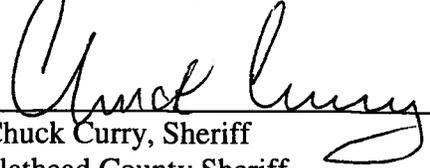
SIGNATURE

DEPARTMENT



Cindy McKenzie, Administrator
Youth Services Division

CONTRACTOR



Chuck Curry, Sheriff
Flathead County Sheriff

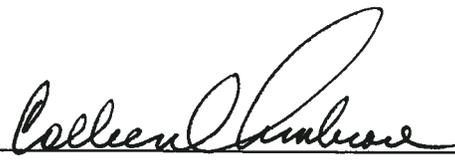
4-11-16

Date

4-15-16

Date

Approved for Legal Content by:



Legal Counsel
Department of Corrections

4-5-16

Date