

1. **PARTIES**

The Montana Department of Corrections (**DEPARTMENT**) and The Salvation Army (**CONTRACTOR**) enter into this Memorandum of Understanding (**MOU16-Salvation Army**). 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

The Salvation Army
1000 17th Ave. S
Great Falls, MT 59405
(406) 453-0391

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

2. **DUTIES/RESPONSIBILITIES OF THE CONTRACTOR**

CONTRACTOR will provide residents of the Montana Department of Corrections Youth Transition Center (YTC) with emergency shelter in the event the YTC facility becomes uninhabitable due to a natural or man-made incident. No more than 7 youth will be housed at The Salvation Army at any given time.

Emergency shelter for YTC residents will be located in the multi-purpose room at The Salvation Army Corps Community Center at 1000 17th Ave. S. Great Falls, MT.

Shelter provided to YTC residents will be temporary and shall not exceed 30 days.

Incidental items including toilet paper, paper towels, and hand soap will be provided to YTC residents during temporary residence by the CONTRACTOR.

DUTIES/RESPONSIBILITIES OF THE DEPARTMENT

DEPARTMENT agrees to provide all meals, meal related supplies, cots, blankets, sleeping bags, shower supplies, and toiletry items to youth housed at The Salvation Army.

A minimum of two staff will be present from YTC at all times while youth are housed at The Salvation Army. Staff and youth will be responsible to keep areas clean and tidy. Staff will not be armed while inside the facility.

DEPARTMENT will cover the cost of all damage caused to The Salvation Army's building as a result of YTC youth or staff.

DEPARTMENT will notify Corps Officer at The Salvation Army via phone of any incoming youth in need of emergency shelter, and will provide all transport to and from the facility.

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. DEPARTMENT will reimburse CONTRACTOR for the actual cost of any incidentals, such as toilet paper, paper towels and hand soap available for use by the residents of YTC.
- B. DEPARTMENT agrees to pay CONTRACTOR within thirty (30) days following receipt of a correct invoice.
- C. 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 December 31, 2016, 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. Services may not continue until a new agreement is signed.

5. **LIAISONS AND NOTICE**

- A. Ken McGuire, 4212 3rd Ave. S. Great Falls, MT 59405 (406) 452-1792 or successor serves as DEPARTMENT liaison.
- B. Corps Officer, 1000 17th Ave. S., Great Falls, MT 59405 (406) 453-0391 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 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. **HOLD HARMLESS AND INDEMNIFICATION**

The parties agree to comply with all applicable laws, regulations, and other government requirements in the performance of this Agreement. Each party (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other party (the "Indemnified Party") from and against all liabilities, claims, causes of action, damages, losses, penalties, costs, and expenses (including reasonable attorneys' and experts' fees) arising from (a) any breach of this Agreement by the Indemnifying Party or (b) the negligence or willful misconduct of the Indemnifying Party or any agents for which it is legally liable in the given context, except to the extent that either (a) or (b) is caused by the negligence or willful misconduct of the Indemnified Party.

9. **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.

10. **SEVERABILITY**

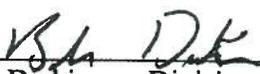
A declaration by any court, or any other binding legal source, that any provision of this Memorandum of Understanding is illegal and void shall not affect the legality and enforceability of any other provision of this Memorandum of Understanding, unless the provisions are mutually dependent.

SIGNATURE

DEPARTMENT

CONTRACTOR


Cindy McKenzie, Administrator
Youth Services Division


Bill Dickinson, Divisional Commander
The Salvation Army

3-18-16
Date

3-1-16
Date

Approved for Legal Content by:


Legal Counsel
Department of Corrections

3-18-16
Date