



**MISSOURI RIVER DRUG TASK FORCE-HIDTA**

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Cpt. Ryan Stratman-Commander

**MISSOURI RIVER DRUG TASK FORCE  
MEMORANDUM OF UNDERSTANDING  
FY 2022 – FY 2023**

**Please route for signatures and when signed:**

- **Scan in color to [kalyn.brown@gallatin.mt.gov](mailto:kalyn.brown@gallatin.mt.gov)**

**Requested return no later than 3/1/2021**

**MISSOURI RIVER DRUG TASK FORCE**  
**MEMORANDUM OF UNDERSTANDING**  
**FY 2022 – FY 2023**

**Purpose**

The purpose of this Memorandum of Understand is to establish general guidelines and operational procedures for a multi-agency Task Force to address drug-related crime. Through the spirit of cooperative efforts, and a strong commitment to combat drug-related trafficking, manufacturing, and violence, the **MISSOURI RIVER DRUG TASK FORCE** was formed in 1990. Agencies participating in this project recognize that combating drugs is of paramount importance to our communities. Through our united efforts, our resources will be better utilized and our investigative efforts will be more fruitful on behalf of the communities we serve. The participating agencies are committed to cooperative efforts and full information sharing through their participation in the **MISSOURI RIVER DRUG TASK FORCE**.

**Mission Statement**

The mission of the **MISSOURI RIVER DRUG TASK FORCE** is to provide a collaborative federal, state and local law enforcement effort to identify, target and address those involved in drug trafficking, manufacture and/or violence. The **MISSOURI RIVER DRUG TASK FORCE** will utilize sophisticated long-term investigative approaches, including undercover surveillance operations, the purchase of evidence and information, and electronic surveillance to disrupt and dismantle targeted drug organizations.

**MISSOURI RIVER DRUG TASK FORCE  
MEMORANDUM OF UNDERSTANDING  
FY 2020 – FY 2021**

This agreement is entered into January 20, 2021 among the following local government jurisdictions: City of Belgrade; City of Bozeman; City of East Helena; City of Helena; City of Livingston; City of West Yellowstone; Broadwater County; Gallatin County; Lewis & Clark County; Madison County; Meagher County; Park County; Sweet Grass County; and Montana State University at Bozeman.

No new entity is created by reason of this Agreement.

Whereas, there is evidence of drug trafficking, manufacturing, and drug-related violence in the above-described jurisdictions, and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people residing in these jurisdictions, the parties hereto agree to the following:

- 1.** The Missouri River Drug Task Force (MRDTF) will perform the activities and duties described below:
  - A.** Disrupt the illicit drug traffic in above jurisdictions by immobilizing targeted violators and trafficking organizations, by;
  - B.** Gather and report intelligence data relating to trafficking in narcotics and dangerous drugs;
  - C.** Conduct undercover operations where appropriate and engage in other traditional methods of investigation, developing probable cause for issuance of warrants for search and seizure, and arrests, in order that the Task Force's activities will result in effective and successful prosecution before the courts of Montana.
  
- 2.** To accomplish the objectives of the MRDTF, the Gallatin County Sheriff's Office agrees to provide two (2) deputies and an administrative assistant, the Bozeman Police Department agrees to provide two (2) police officers, the Lewis & Clark County Sheriff's Office agrees to provide one (1) deputy, the Helena Police Department agrees to provide two (2) police officers, and the City of Livingston and the Park County Sheriff's Office agree to provide one (1) deputy. Montana State University at Bozeman agrees to provide one (1) police officer. Lewis and Clark County Sheriff's Office agrees to provide one (1) administrative assistant who will be an employee of Lewis and Clark County with wages and benefits to be paid for by the grant, subject to the same constraints. The County Attorney Offices of the participating

counties agree to assist the MRDTF by providing legal advice, drafting search warrants and investigative subpoenas, prosecuting drug offenders, and prosecuting drug forfeiture actions.

Broadwater County agrees to submit intelligence of drug activity within their county, and if possible, manpower as needed.

Madison County agrees to provide, intelligence of drug activity within their county, and if possible, manpower as needed.

Meagher County agrees to submit intelligence of drug activity within their county, and if possible, manpower as needed.

Sweet Grass County agrees to submit intelligence of drug activity within their county, and if possible, manpower as needed.

The City of Belgrade agrees to submit intelligence of drug activity within their city, and if possible, manpower as needed.

The City of East Helena agrees to submit intelligence of drug activity within their city, and if possible, manpower as needed.

The City of West Yellowstone agrees to submit intelligence of drug activity within their city, and if possible, manpower as needed.

- 3.** The officers assigned to the MRDTF shall adhere to standard law enforcement policies and procedures as approved by the Board and those policies and procedures in effect in each member's respective agency. Failure to adhere to policies and procedures shall be grounds for dismissal from the MRDTF.

MRDTF officers shall remain subject to the policies, procedures, and regulations of their parent agencies. The Executive Board will resolve any operational conflict between MRDTF policies and procedures and those of a parent agency. MRDTF policies and procedures will be adopted and used by all MRDTF members relative to drug operations and informant handling.

For grant purposes only, the MRDTF Board of Directors will take administrative financial conflicts under consideration; however, any conflicts must be resolved to the satisfaction of Gallatin County.

4. Law enforcement officers assigned to the MRDTF by participating agencies (except state agents) shall be deputized in each participating jurisdiction in a manner allowed by law.
5. To accomplish objectives of the MRDTF, Gallatin County will assign one supervisory officer, one deputy and one administrative assistant personnel to the MRDTF.
6. Each participating agency is responsible for establishing and paying the salary and benefits, including overtime, of their respective officer(s) assigned to the MRDTF. MRDTF agencies must bill the MRDTF Commander on a quarterly basis no later than the second of each month following the end of each quarter. Any erroneous billing submitted and found to be in error will be returned to the agency that submitted the billing for correction and resubmission.
7. Gallatin County agrees to perform the duties of lead agency and will maintain all programmatic and financial records of the MRDTF, except for financial records of the joint MRDTF forfeiture accounts. Gallatin County will make all quarterly reports to the Board of Crime Control, and will submit relevant intelligence to the appropriate State and Federal agencies. Lewis and Clark County agrees to maintain all records of the Drug Forfeiture Fund (identified as Fund 241) and Equitable Sharing Fund (identified as Fund 242).
8. The MRDTF shall maintain, on a current basis, completed and accurate records and accounts of all obligations and expenditures of funds under this Agreement in accordance with specific accounting principles and instructions provided by the Department of Justice and the Montana Board of Crime Control to facilitate inspection and auditing of such records and accounts.
9. The MRDTF shall permit and have readily available for examination and auditing by the State, the Department of Justice and their duly authorized agents and representatives, any and all records, documents, accounts, invoices and receipts of expenditures relating to this Agreement. Therefore, records must be maintained by MRDTF, which will continue to exist until all audits and examinations are completed and resolved, or for a period of three (3) years after termination of this Agreement.
10. The lead agency will negotiate an indirect cost on an annual basis for the administration of this grant award. The indirect cost will be negotiated and determined prior to the submission of the grant applications.

11. An Executive Board shall be established. Its voting members shall be as follows: the Chief of Helena Police Department; the Chief of Bozeman Police Department; the Chief of West Yellowstone Police Department; the Chief of Livingston Police Department; the Chief of Belgrade Police Department; the Chief of East Helena Police Department, the Sheriff and the County Attorney of Gallatin County; the Sheriff and the County Attorney of Lewis & Clark County; the Sheriff and County Attorney of Broadwater County; the Sheriff of Madison County; the Sheriff and County Attorney of Park County, the Sheriff of Meagher County, the Sheriff and County Attorney of Sweet Grass County, and the Chief of MSU-Bozeman Police Department. The members of the Executive Board may designate persons from their agencies to represent the members during Executive Board meetings.

The Executive Board shall have the following authority: to select a Chair and Vice Chair; to regulate and manage the MRDTF; to appoint the Task Force Commander and to designate a supervisor in the extended absence of the Task Force Commander; to establish subcommittees of the Board to conduct business; and to resolve disputes arising from MRDTF operations.

The Chairperson will be the Task Force Commander's primary contact with the Board on day-to-day issues and will bring to the Board's attention any matters which would require a consensus of the Board prior to a regularly scheduled quarterly meeting. The Chairperson shall also preside over the Board meetings and is responsible for the formulation of minutes for the meetings and notification of Board members of upcoming meetings. The Chairperson shall be a local law enforcement member associated with the local drug task force. The tenure of the Chairperson and Vice-Chairperson shall be reviewed at the end of each calendar year. The vice-chairperson shall conduct the same business in the absence of the chairperson.

- A. The Executive Board shall meet at least quarterly or as convened by the Chair or Vice Chair to receive reports relative to the progress, functions, and special duties accomplished by the Task Force.
- B. A quorum of the Executive Board is needed to conduct business. Seven Executive Board members, or their designees, shall constitute a quorum. In meetings where a quorum is established, matters coming before the Executive Board may be approved by a majority vote of the members in attendance at a meeting.
- C. Agendas and Minutes. The Task Force Commander and the Executive Board Chair are responsible to see that agendas are prepared and distributed far enough in advance of meetings to ensure adequate

preparation and participation in agenda items. The Task Force Commander and the Executive Board Chair are responsible to see that accurate and complete minutes are taken of each executive board meeting. Separate executive minutes may be taken for discussion of active and ongoing investigations.

**12. Assets seized during Task Force investigations shall be shared as follows:**

- A.** Assets, for the purposes of this agreement, shall include all items of value seized relative to a case and all court ordered fines or contributions to the drug fund.

The Board of Directors shall appoint two "Drug Fund Managers" who shall have the authority to expend monies from the Drug Fund as designated by the Board of Directors. This authority shall be written. The Drug Fund Managers must be Board members and may not be a Task Force Agent.

**B. Expenditure Authority:**

- Expenditures over \$1,000 up to and including \$2,000 must have the approval of the Task Force Commander.
- Expenditures over \$2,000 and less than \$10,000 must have the approval of the Drug Fund Managers.
- Expenditures over \$10,000 must be approved by motion made and carried during a meeting of the Board of Directors.
- Payments to any cooperative citizen shall not exceed \$5,000 in any fiscal year.

**C. Felony Cases:**

Where any Task Force agency has participated in the investigation, all monies and assets from cases filed in state and federal district court, including all civil forfeiture cases and cases where felony charges are reduced to misdemeanor charges, shall be deposited into the Drug Forfeiture Fund, "Fund 241."

**D. Misdemeanor Cases:**

All assets from misdemeanor cases that are handled through "Justice of the Peace" or "City Court" shall remain with the local jurisdiction and are not required to be deposited to the MRDTF Drug Forfeiture Fund.

**13. Forfeiture and Equitable Sharing Funds:**

- A. Missouri River Drug Task Force Forfeiture Fund shall be maintained by Lewis and Clark County as a part of the Lewis and Clark County Finance System. The Drug Forfeiture Fund is identified as, "Fund 241."
- B. Missouri River Drug Task Force Equitable Sharing Fund shall be maintained by Lewis and Clark County, and is identified as, "Fund 242." These funds, as identified by generally accepted accounting procedures, are "Special Revenue Funds."

**14. Distribution of Task Force Forfeiture and Equitable Sharing Funds:**

Participants in the MISSOURI RIVER DRUG TASK FORCE agree that assets forfeited and received by MISSOURI RIVER DRUG TASK FORCE will be utilized primarily for the continued funding of the MISSOURI RIVER DRUG TASK FORCE (Byrne Funded Task Force). Upon request of any individual agency the Board may reimburse an agency for expenditures related to Task Force business.

The Board of Directors will function as the Seizure Board for Missouri River Drug Task Force. Any expenditure of forfeited MRDTF funds requires approval by a majority of the Board of Directors.

MRDTF will comply with the U.S. Department of Justice's requirements for the equitable sharing of federally forfeited property for state and local law enforcement agencies.

The Task Force Commander shall make recommendations to the Board regarding the extent to which forfeited funds should be shared with outside agencies participating in case investigations.

**15. Drug Fund Financial Reporting:**

The Drug Fund Managers shall provide a financial report to the Board of Directors at the quarterly meetings. The report shall become a part of the meeting minutes.

The minimum requirement of the report is:

1. Balance of the fund at the beginning of the quarter.
2. Total deposits to the fund during the quarter.
3. Total expended from the fund and an itemization of the expenditures.
4. Balance for the fund at the end of the quarter.



**16. Pending Asset Forfeiture Report:**

Each participating jurisdiction agrees to provide the Task Force Commander with relevant information on asset forfeiture cases and cases with dispositions pending.

In the event that the Byrne Memorial Grant is unable to fund the MISSOURI RIVER DRUG TASK FORCE, funds acquired through forfeitures in Forfeiture Fund 241 and Equitable Sharing Fund 242 will be used as allowable for the continuation of the Task Force as set forth in Section 14.

If the Byrne Memorial Grant funding can no longer support the MRDTF and the MRDTF is unable to function due to the lack of funding, The Board of Directors will decide to liquidate the assets of Forfeiture Fund 241 based on a formula of each agency's financial participation in the MRDTF grant.

Consistent with the OMB Uniform Administrative Guidance relating to the Equitable Sharing Program in effect as of July 2018, Equitable Sharing funds shall be paid to the Lewis and Clark County Sheriff's Office as the MRDTF Fiduciary Agent for deposit into Fund 242 and the funds shall thereafter remain with Lewis and Clark County which shall be responsible for submitting one sharing request on behalf of MRDTF to include the total hours and activities of all MRDTF member agencies. Lewis and Clark County shall maintain and report Equitable Sharing funds with its own funds and shall not maintain a secondary account. Lewis and Clark County shall not transfer Equitable Sharing funds to other member agencies, but as directed by the MRDTF Board, it shall earmark funds for permissible expenditures in support of MRDTF operations as allowed by the OMB policies. As required by these policies, equipment purchased with Equitable Sharing funds shall be inventoried and remain the property of the Lewis and Clark County Sheriff Office.

- 17.** Damage to private property. It will be the duty of the Task Force Commander to ensure that written operations plans are used. This includes, but is not limited to: drug buys, search warrants, and high-risk arrest warrants. If there is a possibility of damage to private property during these activities, the head law enforcement officer (or his/her designee) of the jurisdiction in which the activity is to occur will be required to approve the proposed operation. Upon approval, this jurisdiction will accept responsibility for damages up to a maximum of \$250.00. Any amount over \$250.00 will be paid out of the MRDTF Drug Forfeiture Fund.
- 18.** The participating agencies agree to supply their assigned officer(s) with

equipment necessary in carrying out MRDTF objectives including a radio-equipped automobile. Upon termination of the MRDTF, equipment that was initially supplied to the MRDTF by participating agencies shall be returned to said agency. Equipment shared jointly by all participating MRDTF agencies shall be split equally upon termination of the MRDTF. Conflicts regarding a split of equipment will require a sale of the equipment with the offering being made to the member agencies only. The proceeds of any sale will be divided equally between the remaining agencies. Once an agency receives a piece of equipment, it shall be the responsibility of said agency to maintain the equipment. In the event said equipment becomes lost and/or stolen or damaged, it shall be the agency's responsibility to replace said equipment.

19. Each officer assigned to the MRDTF will carry only those firearms, while on official duty, that are approved by their respective agencies. Further, the officer shall be qualified with those firearms.
20. Participating agencies agree to supply canine and/or tactical team assistance for drug operations within the MRDTF jurisdiction at no additional cost. Canine and tactical teams shall be requested from the nearest team's geographical location. Such requests will be at the direction and approval of the Task Force Commander.
21. **Sub-Recipient Agency Responsibilities:**

Gallatin County will act as the lead agency for the MRDTF and is responsible for reporting and financial transactions with the granting agency, the Montana Board of Crime Control (MBCC).

As Gallatin County will be receiving and distributing money on behalf of the MRDTF, Gallatin County is considered to be a pass-through entity and all other agencies participating in the MRDTF are considered sub-recipients. As such, Gallatin County is required to inform you of the following:

The funding you will be receiving under the terms of this MOU is federal assistance originating from the United States Department of Justice, (CFDA #16.738), passed through the State of Montana Board of Crime Control, and then through Gallatin County.

It is understood that any agencies receiving monies from this grant will be monitored by Gallatin County.

By accepting any funding pursuant to this agreement, all remaining parties agree that they are considered sub-recipients of federal funding and are therefore required to satisfy all of the legal and contractual requirements

of the United States Department of Justice and the Montana Board of Crime Control including the conditions set forth in:

- The annual award documents from Gallatin County
- The Montana Board of Crime Control Special Conditions
- The Montana Board of Crime Control Subgrant Guideline Information

**22.** This agreement is in effect from July 1, 2021 to June 30, 2023.

**Revised:**

**12/22/93, 05/09/08, 12/05/01, 12/05/01, 01/05/94, 01/11/96, 01/14/97, 01/09/98, 12/09/99, 12/21/00, 12/03/02, 01/05/04, 05/06/05, 01/26/06, 01/28/09, 02/20/09, 05/24/11, 4/11/13, 3/10/14, 3/10/15, 2/8/17, 1/16/19, 1/13/21.**

# SIGNATURE PAGE

## BROADWATER COUNTY

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**Commission Chairperson**

**Date**

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**Commissioner**

**Date**

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**Commissioner**

**Date**

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**Sheriff**

**Date**

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**County Attorney**

**Date**