

# NORTHWEST MONTANA DRUG TASK FORCE LOCAL DRUG TASK FORCE MEMORANDUM OF UNDERSTANDING (MOU) FOR FY 2021-2022

## Purpose

The purpose of this MOU is to establish general guidelines 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 NORTHWEST MONTANA DRUG TASK FORCE is formed. 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 NORTHWEST MONTANA DRUG TASK FORCE.

## Mission Statement

The mission of the NORTHWEST MONTANA 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 NORTHWEST MONTANA 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.

**NORTHWEST MONTANA DRUG TASK FORCE  
LOCAL DRUG TASK FORCE MEMORANDUM OF  
UNDERSTANDING (MOU) FOR FY 2021-2022**

This agreement is entered into this day of July 1, 2021 among the following local government jurisdictions: City of Kalispell, City of Whitefish, City of Columbia Falls, City of Polson, Lincoln County, Flathead County, Lake County, Mineral County, Sanders County, Glacier County and The United States Border Patrol.

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 NORTHWEST MONTANA DRUG TASK FORCE (NWMDTF) 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. Gathering and reporting 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 as the NWMDTF, the Flathead County Sheriff's Office agrees to provide one (1) supervisor, two (2) deputies and a secretary, the Kalispell Police Department agrees to provide one (1) police officer, the Lincoln County Sheriff's Office agrees to provide two (2) deputies, the Whitefish Police department agrees to provide one (1) police officer, and the United States Border Patrol agrees to provide one (1) agent. The County Attorney Offices of the participating counties agree to assist the NWMDTF by providing legal advice, drafting search warrants and investigative subpoenas, prosecuting drug offenders, and prosecuting drug forfeiture.
3. The officers assigned to the NWMDTF shall adhere to the NWMDTF policies and procedures as approved by the Board while performing activities as part of the NWMDTF. NWMDTF officers shall remain subject to the policies, procedures and regulations of their parent agencies when not performing activities for NWMDTF and when NWMDTF does not have a policy, procedure for a particular activity. Failure to adhere to policies and procedures shall be grounds for dismissal from the NWMDTF. The Executive Board will resolve any operational conflict between NWMDTF policies and procedures and those of a

parent agency. NWMDTF policies and procedures will be adopted and used by all NWMDTF members relative to drug operations and informant handling. For grant purposes only, the NWMDTF Executive Board will take administrative financial conflicts under consideration; however, any conflicts must be resolved to the satisfaction of Flathead County.

4. Law enforcement officers assigned to the NWMDTF by participating agencies (except state agents) shall be deputized in each participating jurisdiction in a manner allowed by law.
5. To accomplish its objectives, the NWMDTF will fall under the management of the Flathead County Investigations Commander. Additionally, Flathead County will assign a unit supervisor, three deputies and one clerical support personnel to the NWMDTF.
6. During the period of assignment to the NWMDTF, each participating agency will remain responsible for establishing the salary and benefits, including overtime, of their respective officer(s) assigned to the NWMDTF, and for making all payments due to them. Billing will be done by the respective agencies to the NWMDTF supervisor on a monthly basis. All billing associated with the monthly report must be received by the tenth (10th) of the month following the end of each month. Any billing submitted and found to be in error will be returned to said agency for correction and must be resubmitted.
7. Flathead County agrees to maintain all records of the NWMDTF, which consists of quarterly reports to the Board of Crime Control, and intelligence files for submission to the State.
8. Each law enforcement agency that signs this agreement, agrees to report any Northwest Montana Drug Task Force criminal activity that occurs within said agencies jurisdiction to MTIBRS on a monthly basis. The Flathead County Sheriff's Office/NWMDTF agrees to submit the necessary reports and information to each agency for reporting drug task force related criminal activity that occurs in their jurisdiction. If records pertaining to the crime data submissions are requested, each agency agrees to provide the information to the requesting agency.
9. The NWMDTF 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 to facilitate inspection and auditing of such records and accounts.
10. The NWMDTF shall permit and have readily available for examination and auditing by the State, the Department of Justice and their duly authorized agents an representative, any and all records, documents, accounts, invoices, and receipts

of expenditures relating to this Agreement. Therefore, records must be maintained by the NWMDTF, 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.

11. In no event will any participating agency charge any indirect cost to the Flathead County Sheriff's Office for the administration or implementation of this Agreement.
12. An Executive Board shall be established. Its voting members shall be as follows: The Sheriff and County Attorney of Flathead County, the Chief of Kalispell Police Department, the Chief of Whitefish Police Department, the Chief of Polson Police Department, the Sheriff of Lake County and the Sheriff of Lincoln County. 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 NWMDTF; to appoint the Task Force supervisor and to designate a supervisor in any absence of the Task Force supervisor; to establish subcommittees of the Board to conduct business; and to resolve disputes arising from NWMDTF operations.

The Chairperson will be the Task Force supervisor'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 annual 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. Five 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.

13. Assets seized during task force investigations shall be shared as follows:

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.

Each county within the NWMDTF jurisdiction has their own drug fund. Any drug forfeiture assets seized within that county or tribal grounds will remain in that jurisdiction. If a particular case involved participants from outside that jurisdiction, assets will be shared accordingly.

In Flathead County, the Sheriff's Office and the Kalispell Police Department have a shared drug forfeiture fund. This fund is administered by the Flathead County Sheriff and the Kalispell Chief of Police.

14. NORTHWEST MONTANA DRUG TASK FORCE Forfeiture Fund (Flathead County). The NWMDTF Drug Fund shall be maintained by Flathead County and maintained as part of the Flathead County Finance System. This fund, as defined by generally accepted accounting procedures, is "Special Revenue Funds." Participants in the NORTHWEST MONTANA DRUG TASK FORCE agree that assets forfeited and received by NORTHWEST MONTANA DRUG TASK FORCE will be utilized primarily for the continued funding of the NORTHWEST MONTANA DRUG TASK FORCE. This money may be utilized to acquire equipment and resources necessary for the activities and continued production of NWMDTF.

The NWMDTF 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.

15. All personnel assigned to the NWMDTF shall be responsibility of the Flathead County Investigations Commander. The Task Force supervisor will conduct preliminary investigations concerning allegations of misconduct against any member assigned to the task force. The preliminary investigation will be reduced to a written report and submitted to the member's parent agency via the Task Force Supervisor or Flathead County Investigations Commander.
16. Damage to private property and request for assistance: Agencies participating in this MOU are issuing a standing request for mutual assistance as it relates to NWMDTF and participating agencies for NWMDTF activities in their jurisdiction. No agreement made under this MOU relieves any law enforcement agency of this state of any duty imposed upon it by law. The NWMDTF follows § 44-11-101 and § 44-11-102, MCA guidelines. § 44-11-101. Mutual assistance authorized -- powers and duties of assisting officers. A peace officer or any law enforcement entity of any county or municipality or a state government law enforcement entity may request the assistance of a peace officer from another law enforcement entity within the state of Montana. A peace officer, while in the jurisdiction of the requesting officer or entity and while on such request for

assistance, has the same powers, duties, rights, privileges, and immunities as a peace officer of the requesting entity and is under the authority of the requesting officer or entity. § 44-11-102. Liability of assisted entity for obligation resulting from assistance. A law enforcement entity requesting assistance under § 44-11-101 shall indemnify the assisting peace officer, the officer's legal representative in case of death, or the furnishing law enforcement entity for any liability or obligation to indemnify created by § 2-9-305 that may result from the assistance furnished.

17. The participating agencies agree to supply their assigned officer(s) with equipment necessary in carrying out NWMDTF objectives, including a radio-equipped automobile (Flathead County currently supplies a radio equipped automobile for Whitefish P.D. and Kalispell P.D. officers assigned to the task force). Upon termination of the NWMDTF, equipment that was initially supplied to the NWMDTF by participating agencies shall be returned to said agency. Equipment shared jointly by all participating NWMDTF agencies shall be split equally upon termination of the NWMDTF. 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.
18. Each officer assigned to the NWMDTF 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.
19. No new entity is created by reason of this Agreement.
20. Each local government jurisdiction participating in any way in this agreement must have a valid professional liability insurance policy in effect throughout the term of this agreement. Such professional liability insurance must have policy limits of not less than the limitations of liability for tort damage prescribed in § 2-9-108 (1), MCA. Each local government jurisdiction participating in any way in this agreement must defend and indemnify its own officers and agents from any claim for damages brought against an officer or agent for NWMDTF activities. This paragraph does not apply to P.16 on property damage.
21. This agreement is in effect for one year from July 1, 2021 to June 30, 2022.