

RESOLUTION NO. 4147

A RESOLUTION APPROVING THE FY2019 EASTERN MONTANA DRUG TASK FORCE MEMORANDUM OF UNDERSTANDING.

WHEREAS, the City of Miles City participates in the Eastern Montana Drug Task Force Program;


AND WHEREAS, the City's responsibilities related to said program for FY2019 are set forth in the Eastern Montana Drug Task Force Inter-Agency Memorandum of Understanding For FY 2019, and the Council finds that it is in the best interest of our community to approve of and enter into the same;

NOW THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA AS FOLLOWS:

1. The "Eastern Montana Drug Task Force Inter-Agency Memorandum of Understanding For FY 2019," attached hereto as Exhibit "A," is hereby approved and adopted by this Council.

2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Agreement on behalf of the City of Miles City, and bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A REGULAR MEETING THIS 24TH DAY OF APRIL, 2018.



John Hollowell, Mayor

ATTEST:



Lorrie Pearce, City Clerk

**EASTERN MONTANA DRUG TASK FORCE
INTER-AGENCY MEMORANDUM OF UNDERSTANDING FOR FY 2019**

Purpose

The purpose of this Memorandum of Understanding 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 **EASTERN 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 to full information sharing through their participation in the **EASTERN MONTANA DRUG TASK FORCE**.

Mission Statement

The mission of the EASTERN 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 EASTERN 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.

EASTERN MONTANA DRUG TASK FORCE
INTER-AGENCY MEMORANDUM OF UNDERSTANDING FISCAL YEAR 2019

THIS MEMORANDUM OF UNDERSTANDING, is entered into this 25th day of March, 2018 and covers the Fiscal year 2019 specifically defined as the period between July 1, 2018 and June 30, 2019 between the Baker Police Department, the City of Baker; Carter County Sheriff's Office, Carter County; Colstrip Police Department, City of Colstrip; Custer County Sheriff's Office, Custer County; Dawson County Sheriff's Office, Dawson County; Fallon County Sheriff's Office, Fallon County; Garfield County Sheriff's Office, Garfield County; Glendive Police Department, the City of Glendive; McCone County Sheriff's Office, McCone County; Miles City Police Department, the City of Miles City; Powder River County Sheriff's Office, Powder River County; Prairie County Sheriff's Office, Prairie County; Rosebud County Sheriff's Office, Rosebud County; Treasure County Sheriff's Office, Treasure County; Wibaux County Sheriff's Office, Wibaux County; and Montana Department of Justice /Division of Criminal Investigation (hereinafter DCI).

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in eastern Montana, and specifically the above-mentioned counties, and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people residing in those general areas, the parties hereto agree to the following:

1. The Eastern Montana Drug Task Force (hereinafter EMDTF or Task Force) will perform the activities and duties described below.
 - A. Disrupt the illicit drug traffic in eastern Montana by immobilizing targeted violators and trafficking organizations, by leading the cohesive multi-jurisdictional investigation unit
 - B. Gather and report intelligence data relating to trafficking in narcotics and dangerous drugs through monthly meetings as well as interpersonal contact as needed with the appropriate agencies
 - C. Conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the EMDTF's activities will result in effective prosecution before the courts of Montana.
 - D. Provide training opportunities within the EMDTF area to law enforcement to recognize, investigate and prevent Drug Endangered Children and to promote dangerous drug awareness to law enforcement and the public.
2. To accomplish the objectives of the EMDTF, the DCI will assign one supervisory agent to the EMDTF. Custer County Sheriff's Office and Rosebud County Sheriff's Office agree to detail no less than one officer to the EMDTF. The US Border Patrol will assign 2 Agents to provide support to the EMDTF and its mission of investigating drug-related crimes in eastern Montana and locations with direct nexus to the international border pursuant to the Memorandum of

Understanding between US Border Patrol Havre Sector and EMDTF (document attached). The administrative support position will be a DCI employee. During this period of assignment, the EMDTF personnel will be under the direct supervision and control of the DCI supervisor assigned to the EMDTF. Officers assigned to the EMDTF must first be approved by the EMDTF Executive Board.

3. The officers assigned to the EMDTF shall adhere to DCI policies and procedures. Failure to adhere to policies and procedures shall be grounds for dismissal from the EMDTF.
4. Law enforcement officers assigned to the EMDTF by participating agencies (except state and federal agents) shall be deputized as DCI Agents. Once designated as state agents, EMDTF Agents shall adhere to the state investigative protocol procedure, which has been adopted by the DCI per agreement exacted by the Montana Law Enforcement Advisory Council.
5. Any duly sworn peace officer, while assigned to duty with the EMDTF, as herein provided and working at the direction of the Task Force Supervisor, shall have the same powers, duties, privileges, responsibilities, and immunities throughout the jurisdiction of the EMDTF, as are conferred upon him/her as a Peace Officer in his/her respective jurisdiction. For the purpose of indemnification, each participating agency of the EMDTF shall be responsible for the acts of its participating officer(s). Each agency shall incur any liabilities arising out of the services and activities of its officers, while participating in the Task Force in the line of duty, and shall defend all other agencies named in this Memorandum of Understanding in any action brought against those agencies for the actions of that agency's officers.
6. At the request of any Executive Board member, the Task Force Supervisor may authorize mutual aid assistance for other criminal matters within the jurisdiction of the Task Force, with the concurrence of the Chairman or his designee and following the established protocol for DCI.
7. During the period of assignment to the EMDTF, each participating agency will remain responsible for establishing the salary and benefits, including overtime, of their respective officers assigned to the EMDTF, and for making all payments due to them.
8. Each participating agency shall be responsible for the full payment of its personnel assigned to the Task Force, and such salary shall be deemed to be full salary and due and payable to such assigned personnel while on duty with the Task Force. The city and/or county agencies participating in the Federal Grant shall be reimbursed by the Grant account. The Grant Account consists of funding awarded by the Montana Board of Crime Control, and matching funds (including forfeiture funds and local agency matching funds) and shall be administered by DCI. At the beginning of each quarter for the duration of the grant, DCI agrees to

remit to those agencies providing personnel, reimbursement for the previous quarter's salaries and fringe benefits for the field agents assigned to the Task Force. The supervisor shall be responsible for duty assignment of field agents, as well as ensuring that field agents conform to ordinances, regulations, and directives as supplied by those member agencies concerning overtime compensation.

9. Any agency desiring to terminate its participation in this Memorandum of Understanding shall indicate such intent in writing to the EMDTF Executive Board. Termination of participation in this Memorandum of Understanding by such agency shall be deemed to take effect not less than thirty (30) days after receipt of the written communication of the intent by the Executive Board.
10. Each agency supplying field agents to the EMDTF will ensure that said officers will meet the minimum requirements for the position of Peace Officer as set forth in the Montana Codes Annotated. This will include, but will not be limited to: at least twenty-one (21) years of age, P.O.S.T. certified by the State of Montana, and have prior investigative experience.
11. In no event will the participating agency charge any indirect cost rate to the Department of Justice for the administration or implementation of this Memorandum of Understanding.
12. An Executive Board shall be established as the participating agencies that provide monetary contributions to the matching funds to operate the EMDTF. DCI is a member of the Executive Board because DCI provides the salaries of the Supervisor, and Administrative Assistant for EMDTF. Agencies that are unable to provide monetary support to the continued operation of the EMDTF, yet still wish to include their jurisdictions in the EMDTF region, will be considered Associate members and not have any voting rights at the Executive Board meetings. Its voting members shall be as follows: the DCI Narcotics Chief or a designee, the Sheriff of Custer County, the Sheriff of Rosebud County, the Chief of Police of the Baker Police Department, the Sheriff of Carter County, the Chief of Police of the Colstrip Police Department, the Sheriff of Dawson County, the Sheriff of Fallon County, the Sheriff of Garfield County, the Chief of Police of the Glendive Police Department, the Sheriff of McCone County, the Chief of Police of the Miles City Police Department, the Sheriff of Powder River County, the Sheriff of Prairie County, the Sheriff of Treasure County, the Sheriff of Wibaux 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 EMDTF, to establish subcommittees of the Board to conduct business, and to resolve disputes arising from EMDTF operations. The selection, direction and removal of law enforcement and support personnel assigned to the EMDTF shall be shared with the EMDTF Supervisor,

whose authority shall be exercised in consultation with the Executive Board. Each member of the Executive Board shall have one equal vote. Board members shall attend meetings and vote on Task Force business.

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 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 EMDTF.
 - 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.
 - C. EMDTF officers shall remain subject to the policies, procedures, and regulations of their parent agencies. Any conflict between state policies and procedures and the policies and procedures of a parent agency, will be resolved by the Executive Board. State policies and procedures will be adopted and used by all EMDTF members relative to drug operations and informant handling.
 - D. Any court orders regarding the use of wire intercepts or pen registers in which a member of the EMDTF participates;
 - (1) Executive Board will be notified telephonically as soon as practical when application has been made for authorization.
 - (2) A copy of the order authorizing same will be made available to the Executive Board.
 - (3) The Executive Board has the right to inspect the site and equipment used in the wire intercept/pen register installation.
13. Those agencies not providing full-time personnel agree to support the Task Force and cooperate with Task Force investigations. They additionally agree to

designate one officer to act as Department Liaison with the Task Force. The Department Liaison may participate in any Task Force investigative activities at the direction of their respective agency head.

14. The Executive Board will meet at least quarterly in conjunction with the monthly intelligence-sharing meeting to maintain the timely sharing of intelligence information.

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

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

All forfeitures, fines and restitution, obtained as a result of EMDTF investigations, will be shared in the following order:

- A. The Executive Board may order the transfer of money from the current EMDTF forfeiture fund to the EMDTF budget to cover budget shortages or equipment purchases not covered under the grant.
- B. The forfeitures will be retained by EMDTF in the forfeiture account and accrued until the forfeiture monies are needed for matching funds or operation budget with a target balance of two (2) years' budget in the absence of local match money or federal grant funds, as approved by the Executive Board.
- C. Seized and forfeited vehicles and other property will be utilized as directed by the Executive Board and Task Force Supervisor. When the Task Force is no longer utilizing it, the property will be sold and the proceeds placed into the EMDTF drug forfeiture account.
- D. Upon termination of the EMDTF the drug forfeiture account will be disbursed proportionately based upon the agencies contributions of forfeitures, matching funds and/or manpower among the participating agencies at the time of the termination. The US Border Patrol shall not receive any portion of EMDTF forfeiture funds.

16. Felony Cases

Assets from cases filed in district or federal court that have been investigated by and filed on behalf of the EMDTF shall be deposited into either a state or federal forfeiture fund for the Eastern Montana Drug Task Force. Assets from cases where there is no Task Force involvement may remain with the local jurisdiction or allocated to the Drug Forfeiture Fund at the discretion of the agency. Any requests for asset sharing will be approved through the Executive Board and will be based upon the relative participation in the investigation. All members of the

Executive Board understand that the priority purpose of the seized assets is to assist with the funding of the continued operation of the EMDTF.

17. 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 Eastern Montana Drug Task Force Forfeiture Fund.

18. Eastern Montana Drug Task Force Forfeiture Fund

DCI will open a forfeiture account in the name of the EMDTF to hold forfeited money, fines and restitution resulting from cases generated by the EMDTF.

Participants in the EASTERN MONTANA DRUG TASK FORCE agree that assets forfeited and received by EASTERN MONTANA DRUG TASK FORCE will be utilized primarily for the continued funding of the EASTERN MONTANA DRUG TASK FORCE (Byrne/JAG-funded task force). This money may be utilized to acquire equipment and resources necessary for the activities and continued production of EMDTF. Funds may also be utilized as matching funds remunerated by the agency providing personnel to the Task Force.

- A. The project director (the DCI Narcotics Bureau Chief) supervises these funds subject to Executive Board approval. Any EMDTF forfeitures (including vehicles, cash, and property), fines and restitution, will be the property of the EMDTF. The Executive Board will function as the Seizure Board for Eastern Montana Drug Task Force. Any expenditure of forfeited EMDTF funds requires approval by a majority of the Executive Board.
- B. EMDTF will comply with U.S. Department of Justice requirements for the equitable sharing of federally forfeited property for state and local law enforcement agencies.
- C. The EMDTF Supervisor and Executive Board will have the authority to negotiate asset-sharing agreements with nonmember agencies on behalf of the EMDTF.

19. Drug Fund Financial Reporting

The EMDTF Supervisor shall provide a financial report to the Executive Board 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.

20. Pending Asset Forfeiture Report

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

The EMDTF drug forfeiture fund shall be disbursed to the participating agencies during the regularly scheduled meeting of the Board of Directors in July of each year. The fund shall be disbursed in the following manner:

A. PRIMARY DISTRIBUTION

The EMDTF Executive Board may distribute up to 25% of the cash in the forfeiture fund based on a formula of each agency's financial participation in the EMDTF grant.

In the event that the distribution of cash caused the Drug Forfeiture Fund balance to drop below a minimum balance of \$458,000, then the "total distribution" shall be reduced so that the fund balance on July 1 is equal to \$458,000.

- a. A distribution shall not occur unless the balance exceeds \$458,000 in the fund.

Assets from drug cases filed in district or federal court with the assistance of more than one drug task force shall be distributed to the task forces proportionally based upon their relative participation in the investigation as recommended by the joint captains of the task force. If the task force commanders cannot agree on the said proportion, then the distribution must be referred to the Executive Board or Board of Directors of each of the task forces that participated in any such cases.

B. SECONDARY DISTRIBUTION

The EMDTF Executive Board, at its sole discretion, may authorize additional distribution of forfeiture funds to member agencies that provide personnel to the Task Force, but are not a participant in the grant. The distribution shall be based on the operation budget for the officer, and the fund balance as approved by the EMDTF Board. The requesting agency may submit only those budgetary items that are approved in the EMDTF. The budget is subject to the same limitations as grant budgets.

The secondary distribution is in addition to the primary distribution of 25%. The secondary distribution shall be at the same percentage formula as the distribution formula.


21. The participating agencies agree to supply their assigned officer with equipment necessary in carrying out the EMDTF objectives. Radio-equipped vehicles will be supplied by the EMDTF whenever possible; however, the ultimate responsibility to supply a radio-equipped vehicle is the participating agency that employs the

assigned officer. Upon termination of the EMDTF, equipment that was initially supplied to the EMDTF by participating agencies shall be returned to said agency. Equipment shared/purchased jointly by all participating EMDTF agencies shall be split equally upon termination of the EMDTF.

22. Each officer assigned to the EMDTF will carry only those firearms, while on official duty, that are issued or approved by the Department of Justice and/or the respective departments. Further, the officer shall be qualified with those firearms.
23. The EMDTF shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this Memorandum of Understanding in accordance with generally accepted accounting principles and instructions provided by the Department of Justice to facilitate on-sight inspection and auditing of such records and accounts.
24. No new entity is created by reason of this Memorandum of Understanding.
25. The EMDTF shall permit and have readily available for examination and auditing by the Department of Justice and/or the Montana Legislative Audit Division, any and all of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Memorandum of Understanding. Therefore, records must be maintained by a body, which will continue to exist until all audits and examinations are completed and resolved, or for a period of six years after termination of this Memorandum of Understanding.

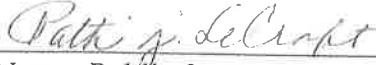
Attached to and part of this document are the signatures of the EMDTF Executive Board and their respective County Commissioner Chairmen and/or Mayors who have agreed to abide by this Memorandum of Understanding.

I hereby certify that this is a true and accurate copy of the original EASTERN MONTANA DRUG TASK FORCE INTER-AGENCY MEMORANDUM OF UNDERSTANDING FOR FY 2019 that will be submitted to the Montana Board of Crime Control.



Jeffrey E. Faycosh, Regional Agent in Charge

Date: 3/20/18



Notary Public for the State of Montana
Printed name: Patti J. LeCraft
Residing at Miles City, Montana
My Commission expires July 1, 2018

Date: 03.20.18

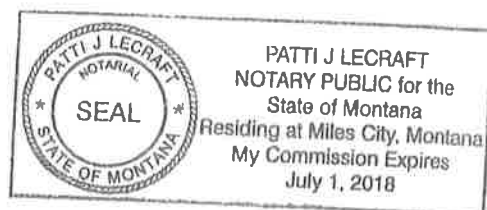



EXHIBIT A

**EASTERN MONTANA DRUG TASK FORCE
MEMORANDUM OF UNDERSTANDING
FISCAL YEAR 2019**

For Miles City Police Department

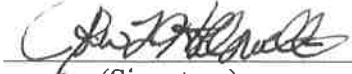


(Signature)

3/21/18
Date

Doug Colombik
(Print Name)

Mayor, City of Miles City



(Signature)

4-10-18
Date

John Hollowell
(Print Name)