

**MEMORANDUM OF UNDERSTANDING
FOR TASK FORCE OFFICER OPERATIONS**

**U.S. Border Patrol – Havre Sector (HVM)
And
Missouri River Drug Task Force (MRDTF)**

1. Parties

This Memorandum of Understanding (“MOU”) is entered into by and between the U.S. Border Patrol, Havre Sector (“HVM”), a component of U.S. Customs and Border Protection (BP), Department of Homeland Security, and the Missouri River Drug Task Force (“MRDTF”).

MRDTF is represented collectively by the following participating agencies and entities:

- **County Attorneys of:**
Lewis and Clark, Broadwater, Madison, Meagher, Gallatin, Sweet Grass, and Park Counties
- **Law Enforcement Agencies:** Belgrade Police Department, Bozeman Police Department, East Helena Police Department, Helena Police Department, Livingston Police Department, West Yellowstone Police Department, Broadwater County Sheriff’s Office, Gallatin County Sheriff’s Office, Lewis & Clark County Sheriff’s Office, Madison County Sheriff’s Office, Meagher County Sheriff’s Office, Park County Sheriff’s Office, Sweet Grass County Sheriff’s Office, Montana State University Police Department (Bozeman)

Each signatory certifies that they are authorized under law or policy to enter their agency into this agreement and to bind the agency to the commitments herein.

2. Purpose

The purpose of this MOU is to establish the operational structure, authorities, responsibilities, and collaborative framework for HVM and MRDTF to work jointly in detecting, investigating, disrupting, and dismantling criminal drug-trafficking organizations and related criminal enterprises operating in Western Montana and areas with a nexus to the international border.

This MOU formalizes cooperation regarding:

- Intelligence sharing
- Investigative assistance
- Operational coordination
- Training
- Case support
- Public-information coordination
- Safety and operational protocols

This MOU does **not** create any enforceable rights for any third parties and does not constitute an interagency agreement obligating funds.

3. Background

Criminal networks operating within Montana and along the northern border exploit the region for drug trafficking, money laundering, human smuggling, and violent crime. A coordinated federal-state-local approach improves the effectiveness of investigations, increases prosecutorial impact, and strengthens public safety.

The partnership between HVM and MRDTF expands shared capabilities to investigate, arrest, and prosecute offenders and strengthens collective capacities to disrupt and dismantle drug trafficking organizations.

4. Mission

The mission of MRDTF is to investigate and prosecute drug trafficking, drug manufacturing, and drug-related violence through a unified, intelligence-driven approach. MRDTF conducts long-term investigations using surveillance, undercover operations, controlled buys, confidential informants, and electronic surveillance consistent with applicable law.

HVM's mission is to secure the northern border through enforcement of immigration, customs, and border-security laws. Participation in MRDTF enhances intelligence development and interagency coordination within HVM's statutory authority.

5. Statutory Authority

5.1 Federal Authority (HVM)

HVM and participating Border Patrol Agents enter this MOU pursuant to:

- 19 U.S.C. § 1589a
- 5 U.S.C. §§ 3371–3376
- 5 C.F.R. §§ 334.101–334.108
- CBP Delegation Order 03-002, Authority for Border Patrol Functions, March 1, 2003

These authorities collectively authorize BP agents to carry firearms, execute warrants, make warrantless arrests under federal standards, enforce customs and immigration laws, perform border-security functions, and participate in joint operations.

5.2 MRDTF Authority

MRDTF enters this agreement pursuant to authority granted by its Executive Board, composed of the county attorneys and agency heads listed in Section 1. The interagency MRDTF MOU is revised and renewed biannually.

6. Scope

HVM agrees to assign four (4) Border Patrol Agents – Intelligence (BPA-I) to MRDTF, consisting of:

- Two (2) BPA-Is in Helena, Montana, and
- Two (2) BPA-Is in Bozeman, Montana.

These personnel will provide intelligence support, investigative assistance, operational coordination, and training consistent with MRDTF's mission and applicable federal authority.

HVM participation is limited to functions authorized under federal law and CBP policies consistent with MRDTF's mission.

7. Effective Date, Duration, and Amendments

7.1 Effective Date & Duration

This MOU becomes effective upon signature by all Parties and remains in effect for **two (2) years**, unless terminated earlier. It may be extended only by written agreement of all Parties.

7.2 Amendments

This MOU may be amended only by a written instrument executed by all Parties.

7.3 Commencement of Operational Support

Operational support will begin upon execution of this MOU, subject to completion of any necessary hiring or reassignment actions within HVM.

8. Funding and Resources

- MRDTF will provide office space and basic equipment necessary for BPA-Is assigned to the Task Force.
- HVM/CBP retains responsibility for salary, overtime, benefits, federal equipment, training, and travel unless otherwise agreed in writing.
- This MOU does not obligate federal funds and does not commit either Party to future appropriations, expenditures, or contracts.
- Activities under this MOU are subject to the availability of appropriated funds and agency resources.

9. Termination

9.1 At-Will Termination

Any Party may terminate this MOU at will, with or without cause.

9.2 Notice Requirement

A Party electing to terminate shall provide 30 days' written notice to all other Parties.

9.3 Effect of Termination

Upon termination, Parties will cease initiating new joint activities.
Ongoing cases may continue by mutual written agreement.

9.4 Disposition of Property and Information

Equipment and materials will be returned or disposed of per federal law, agency policies, and records-retention requirements.

10. Roles and Responsibilities

10.1 U.S. Border Patrol / HVM

HVM will:

1. Provide intelligence-based support.
2. Assist with investigations including surveillance, controlled buys, arrest operations, search warrants, interviews, and evidence recovery.
3. Submit required MRDTF documentation, including follow-up reports.
4. Provide drug-enforcement-related training where appropriate.
5. Retain administrative, disciplinary, and operational supervision of BPA-Is.
6. Ensure BPA-Is comply with CBP pursuit and use-of-force policies.
7. Participate in operational planning consistent with federal authority.

10.2 MRDTF

MRDTF will:

1. Direct and lead all task force investigation and operations
2. Provide office space and equipment for assigned BPA-Is.
3. Provide operational support consistent with MRDTF policies.
4. Coordinate investigative activities involving MRDTF personnel.
5. Maintain MRDTF case files and evidence chain-of-custody systems.
6. Provide training necessary for BPA-Is to operate safely in MRDTF environments.

11. Authority of Border Patrol Agents

11.1 Federal Authority

BPA-Is shall exercise only authorities granted under federal law, including authority under 19 U.S.C. § 1589a to carry firearms, execute warrants, make warrantless arrests, and perform federal law-enforcement duties.

11.2 Participation in MRDTF Operations

Participation shall be consistent with CBP policy, including determinations relating to arrests, searches, seizures, or investigative steps requiring federal authority.

11.3 Federal Command & Control

BPA-Is remain under HVM supervision and may not be directed to perform duties inconsistent with federal authority. MRDTF members remain under the supervision and control of their individual agencies and MRDTF as outlined in task force governing documents and may not be directed by BPA-Is.

11.4 No Delegation of Federal Authority

This MOU does not delegate federal authority to state or local personnel. Local officers participating in the Task Force are not authorized to perform federal immigration enforcement, customs enforcement, or other federal functions unless separately and expressly authorized by federal statute or a formal cross-designation agreement permitted by law. This MOU is not a substitute for any such agreement, including those authorized under 8 U.S.C. § 1357(g) (287(g)), which pertains to ICE and not to the U.S. Border Patrol.

12. Information Sharing, Privacy, and Records

12.1 Information Sharing

Information may be shared only as permitted by:

- Federal law
- CBP/Department of Homeland Security policy
- State law
- MRDTF rules and governing documents
- Local agency policies

12.2 Privacy and Security

Parties will protect in accordance with applicable law:

- Personally Identifiable Information (PII)
- Sensitive Law Enforcement Information (SLEI)
- Controlled Unclassified Information (CUI)
- Confidential Criminal Justice Information (CCJI)
- Confidential informant identities

12.3 Records Retention

Each Party retains its records per its own records-retention schedules, subject to state and federal law.

12.4 FOIA and Public Records

- Federal records remain subject to the Federal Freedom of Information Act (FOIA).
- State and local records remain subject to applicable state public records laws.
- Parties will not disclose information belonging to the other Party without consultation and consent.

13. Deconfliction Requirements

All investigative activity, including operations involving confidential informants, undercover officers, or surveillance, must be deconflicted through HIDTA/SAFETNet or another agreed-upon system.

14. Public Information and Media Coordination

The Parties will coordinate media releases. No Party shall issue public statements referencing joint operations, personnel, or results without prior consultation and mutual agreement.

15. Safety, Critical Incident, and Use-of-Force Protocols

BPA-Is must adhere to CBP's pursuit, emergency response, and use-of-force policies. MRDTF personnel must adhere to their agency policies. Joint operations will follow the more restrictive applicable policy when safety is implicated.

16. Liability

Each Party is responsible for the acts and omissions of its own personnel. This MOU does not create joint employment, cross-deputation, or indemnification obligations.

17. Dispute Resolution

Disputes will be resolved at the lowest possible supervisory level. If not resolved, the issue will be elevated to the MRDTF Commander and the HVM Chief Patrol Agent.

18. Points of Contact

U.S. Border Patrol, Havre Sector
Acting Chief Patrol Agent Zachary Crosson
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Missouri River Drug Task Force
Captain Brian Taylor, MRDTF Commander
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Signatures

Captain Brian Taylor, MRDTF Commander

Date

Zachary Crosson, Acting Chief Patrol Agent
U.S. Border Patrol, Havre Sector

Date