

MEMORANDUM OF UNDERSTANDING

MONTANA HIGHWAY PATROL (MHP)

AND

Yellowstone County Sheriff's Office

PARTICIPATING LAW ENFORCEMENT AGENCY (PLEA)

Introduction

This agreement is entered into by and between the Montana Highway Patrol and the Yellowstone County Sheriff's Office (participating law enforcement agency – PLEA)

The PLEA is a County law enforcement agency charged with enforcing the Controlled Substance Controlled Substance Act (Title 21 of the United States Code) and or State of Montana criminal codes.

The MHP is a division of the Montana Department of Justice responsible for maintaining and operating incinerators in Butte, Billings, and Great Falls.

Purpose of Agreement

This MOU formalizes the PLEA's use of MHP's incinerators for the purpose of destroying drugs and drug-related contraband or evidence in the possession of the PLEA, and provides for payment of start-up and incineration service fees.

The parties recognize that MHP is entitled to reasonable fees to help offset operational costs, including fuel and electricity expenses, maintenance costs, Trooper time, annual permit renewal fees payable to Montana Department of Environmental Quality (DEQ), and for the purchase of safety equipment.

The parties also recognize that the public good is advanced when federal, state and local agencies partner to address pressing problems, including the opioid epidemic. Although this MOU will enable the PLEA to use MHP's incinerators to destroy street drugs and contraband, the parties understand that the incinerators were purchased and installed for the primary purpose of destroying prescription drugs deposited in drop-box locations and gathered during prescription take-back events.

Terms of Agreement

The parties agree as follows:

A. MHP Responsibilities

1. Training: all incinerator operators are required to be trained according to MHP's training guidelines, the incinerator manufacturer's owner's manual, and in accordance with DEQ's permits.
2. Supervision: The MHP Captains in Butte, Billings and Great Falls, respectively, are responsible for the incinerator programs in their areas, and for maintaining security, training, record-keeping, payment of annual DEQ permit renewal fees, and proper operation and maintenance of the incinerators and associated buildings and equipment.
3. Incineration: all drugs, contraband or evidence shall be incinerated by MHP trained operators by subjecting the material to a minimum temperature of 1600 degrees Fahrenheit (as required by the DEQ permits) and for a sufficient period of time to render the material into a fine, non-hazardous ash.
4. Security: the incinerators shall be secured to prevent access to the area by any persons other than trained operators and law enforcement personnel authorized to be in the secure area. Non-law enforcement personnel are not permitted to access the incinerator sites unless they are accompanied by authorized law enforcement personnel or have received permission from the responsible MHP Captain (paragraph 2, above).
5. Record-keeping: MHP will record the weight of each batch of drug or drug-related contraband received from the PLEA, the date and time the material is delivered, and the date and time the material is destroyed. MHP will provide the PLEA with receipts and maintain copies of receipts showing the date of delivery and weight of each batch of material received from the PLEA.
6. Handling of controlled substances: Drugs and associated contraband or evidence received from the PLEA shall be incinerated promptly upon the PLEA's transfer of custody to MHP. The box, container or packaging used by the PLEA to seal and transport the material may not be opened or altered prior to incineration. Rather, the container and its contents must be incinerated in the same condition the container arrives at the MHP incineration site (i.e., the unopened container and its contents must be incinerated).
7. Burn Schedules: The MHP Captains at each incineration site will establish a regular schedule of days and times that the incinerators and MHP operators are available to provide incineration services to the PLEA. The burn schedule will be adjusted according to demand. This schedule and any changes to the schedule will be provided to the PLEA.
8. 50-Pound Minimum: To promote efficiency, MHP has established a requirement that the material to be incinerated weigh 50 pounds or more. To facilitate compliance with this minimum poundage requirement, MHP is responsible for coordinating and tracking of anticipated deliveries from PLEA, MHP, and other participating law enforcement agencies. When MHP is notified of an anticipated delivery, as required by paragraph I.B.3, below, if the material being delivered is less than the 50-

pound minimum, MHP may request the PLEA to delay the delivery until the 50-pound burn requirement is achieved.

9. Prompt Incineration after Delivery: Material delivered to MHP incineration sites must be immediately secured and then promptly incinerated according to MHP's burn schedule. If prompt incineration is not available because the 50-pound minimum poundage requirement is not yet satisfied, paragraph I.B.8, above, the container and all contents must be retained by the PLEA.

B. PLEA Responsibilities

1. Payment: Upon execution of this MOU the PLEA will provide MHP with a \$75 start-up fee and will pay MHP \$1.25 per pound of material incinerated.
2. Payment will be made within 30 days of invoicing to the following address:

Montana Highway Patrol
18 Trooper Drive
Boulder, MT 59632
3. Transportation: The PLEA will be solely responsible for transporting the material to the MHP incineration sites and for all associated costs and liabilities associated with delivering the material to MHP incineration locations.
4. Notice: The PLEA will provide reasonable notice to the MHP Captain in charge of the incineration site (paragraph I.A.2, above) that it plans on delivering material to an incineration site. Notice shall include the approximate date and time of the shipment and approximately how many pounds of material will be delivered. Notice may be provided by email or telephone and will be considered reasonable notice if (a) the delivery complies with MHP's burn schedule and (b) if notification is provided by at least 5 p.m. on the day prior to the anticipated date of delivery.

C. Mutual Responsibilities

1. Strict accountability and control shall be maintained over the material, evidence or contraband transferred. Only sworn members of the PLEA and MHP shall be entrusted with such materials.
2. Each party to this MOU is responsible for following all state and federal laws and for following its own rules, policies and procedures regarding the transfer, storage, destruction, and handling of material, evidence or contraband.
3. Each party to this MOU is responsible for ensuring a legally sufficient chain of custody and for following its own policies and procedures for record keeping involving the transfer, storage, destruction and handling of material, evidence or contraband.

D. Amendments, Disputes, Cancellation

1. Amendments to this agreement must be in writing and must be signed by the executive leadership of both parties.
2. Disagreements or conflicts shall be addressed and resolved at the lowest level of management possible, subject to the terms of this agreement. When resolution cannot be achieved, the senior leadership of the parties shall confer and resolve any issues or concerns.
 - a. This MOU is governed by the law of the State of Montana. In the event of a dispute that is not resolved among the parties, proper venue is Montana district court, First Judicial District, Lewis and Clark County.
 - b. Either party may cancel this agreement with 30 days' written notice to the other party.
 - c. The parties agree that their working relationships under this MOU will be characterized by professional courtesy and good communication.

This agreement does not restrict, amend, or expand the existing enforcement jurisdiction of either party. This agreement does not deputize the personnel of either party with additional authorities or powers.

FOR THE MONTANA HIGHWAY PATROL

(date)

COLONEL

FOR THE PARTICIPATING LAW ENFORCEMENT AGENCY

Yellowstone County Sheriff's Office

AGENCY

AUTHORIZED SIGNATURE **(date)**

Billing Information:

Agency Name: Yellowstone County Sheriff's Office

Person Responsible for Billing: Carol Redler

Billing Address: PO Box 35017, Billings, MT 59107

Phone Number: 406-256-2927

Email Address: sheriffbilling@yellowstonecountymt.gov