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**THE MINNESOTA NATIONAL GUARD
AND
DULUTH POLICE DEPARTMENT**

**MEMORANDUM OF UNDERSTANDING
FOR
NATIONAL GUARD COUNTERDRUG SUPPORT**

October 2015

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EXHIBIT A

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1. PURPOSE OF AGREEMENT

This memorandum sets forth the policies and procedures agreed to by the Minnesota National Guard and the DULUTH POLICE DEPARTMENT regarding National Guard Counterdrug support.

2. AUTHORITY (i.e., regulations, statutes)

The purpose of this memorandum is to establish the policies and procedures by which the Minnesota National Guard will provide Counterdrug support to the DULUTH POLICE DEPARTMENT as authorized by applicable state and federal law and regulations. For reference and authority see:

- a. Title 32 USC Section 112, authorizes the Secretary of Defense (SECDEF) to provide funds to States receiving SECDEF approval of their Governors National Guard Counterdrug State Plan.
- b. National Guard Regulation (NGR) 500-2 and Air National Guard Instruction (ANGI) 10-801
- c. Minnesota National Guard Governor's State Plan
- d. Minnesota Statutes 192.88

3. PLANNED DEPLOYMENT OF NATIONAL GUARD PERSONNEL AND/OR EQUIPMENT

- a. National Guard personnel will normally support DULUTH POLICE DEPARTMENT on Title 32 U.S.C. orders for missions requested that adhere to NGR 500-2 Minnesota Statutes 192.88, and the annual Minnesota National Guard Counterdrug Governor's State Plan.
- b. All mission requests will be submitted to the office of the Minnesota National Guard Counterdrug Coordinator for approval and guidance. Missions that are questionable may be forwarded to the National Guard Joint Forces Headquarters, Minnesota, Chief, Operations Division for clearance and guidance.
- c. The senior officer/NCO will retain command and control of military personnel involved in Counterdrug operations and nothing in this agreement shall be construed placing Minnesota National Guard personnel under operational control of the DULUTH POLICE DEPARTMENT in violation of Minnesota Statutes 192.88, article 6.
- d. Any and all deviation from the original request will be approved by the Minnesota National Guard Counterdrug Coordinator prior to enactment.

4. REPORTING PROCEDURES

- a. National Guard reporting procedures will be in accordance with NGR 500-2, Chapter 9, Records and Reports.
- b. The DULUTH POLICE DEPARTMENT reporting procedures will be in accordance with DULUTH POLICE DEPARTMENT reporting requirements.

5. COMMAND AND CONTROL

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- a. MINNESOTA NATIONAL GUARD. The senior military officer of the MINNESOTA NATIONAL GUARD is the State Adjutant General of Minnesota. The Adjutant General will exercise his/her authority through the State Counterdrug Coordinator.
- b. DULUTH POLICE DEPARTMENT. The Agent in Charge, or designated representative, is the supervisory authority for enforcement operations conducted by the DULUTH POLICE DEPARTMENT.
- c. MINNESOTA NATIONAL GUARD personnel will be under the command of the assigned senior MINNESOTA NATIONAL GUARD member while assigned to the DULUTH POLICE DEPARTMENT. MINNESOTA NATIONAL GUARD personnel agree to be responsive to DULUTH POLICE DEPARTMENT directives and to comply with DULUTH POLICE DEPARTMENT policies, regulations, and procedures applicable to the Counterdrug support they provide so long as they do not conflict with applicable National Guard regulations and guidelines. In the event of a conflict the senior National Guard and DULUTH POLICE DEPARTMENT members will resolve the conflict and, if necessary, will use their respective chains of command for guidance and resolution of the conflict.

6. SCOPE OF APPROVED OPERATIONS

- a. Specific support services and resources that will be provided to the DULUTH POLICE DEPARTMENT by the MINNESOTA NATIONAL GUARD are not listed in this memorandum of understanding in consideration of brevity. They consist of any missions identified in the annual MINNESOTA NATIONAL GUARD Counterdrug Governor's State Plan approved by the Adjutant General, the Attorney General and the Governor of Minnesota.
- b. National Guard Members may be asked to review RFIs from Geographic Combatant Commands. We request the LEA support these requests as necessary. LEA rules for dissemination will be followed at all times. This supports a whole government approach to counter threats to U.S National Security posed by drug smuggling and illicit activities while balancing limited DOD resources.

7. FORCE PROTECTION/RULES OF ENGAGEMENT

- a. The DULUTH POLICE DEPARTMENT and the MINNESOTA NATIONAL GUARD will ensure that MINNESOTA NATIONAL GUARD personnel remain in a support role. Except in exigent circumstances, MINNESOTA NATIONAL GUARD personnel will not become directly involved in law enforcement operations to include arrests, searches, seizures, or the direct collection or chain of custody of evidence. This will be in accordance with NGR 500-2, Chapter 3, Counterdrug Support Program Operations, with a special emphasis on Chapter 3-6, Rules of Evidence and Chain of Custody.
- b. MINNESOTA NATIONAL GUARD personnel will not independently collect, retain, or disseminate information on United States persons. MINNESOTA NATIONAL GUARD personnel may assist in the analysis of collected information received from law enforcement agencies. This will be in accordance with NGR 500-2, Chapter 3-13, Intelligence Oversight.
- c. MINNESOTA NATIONAL GUARD personnel will not be deputized or cross-designated under state or federal law.
- d. MINNESOTA NATIONAL GUARD personnel will not be armed while performing Counterdrug support functions for the DULUTH POLICE DEPARTMENT offices, unless approved by The Adjutant General. It is the policy of the MINNESOTA NATIONAL GUARD not to accept

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missions that require MINNESOTA NATIONAL GUARD personnel to be armed, unless approved by The Adjutant General.

- e. MINNESOTA NATIONAL GUARD personnel will comply with all guidelines as follows:
 - (1) Paragraph 2-1e. Arrests, searches, and seizures, NGR 500-2.
 - (2) Paragraph 3-3. Arming of Troops and Use of Force, NGR 500-2.

8. PUBLIC AFFAIRS SUPPORT

- a. The DULUTH POLICE DEPARTMENT will make final determination concerning public information requests relevant to DULUTH POLICE DEPARTMENT/MINNESOTA NATIONAL GUARD Counterdrug support operations.
- b. The MINNESOTA NATIONAL GUARD will not make any public affairs disclosures regarding joint DULUTH POLICE DEPARTMENT/MINNESOTA NATIONAL GUARD Counterdrug support operations without DULUTH POLICE DEPARTMENT approval.
- c. The MINNESOTA NATIONAL GUARD will also follow paragraph 3-18. Public Affairs, NGR 500-2.

9. SAFETY

All MINNESOTA NATIONAL GUARD support to Counterdrug operations will be planned to ensure that the safety of personnel and equipment is a primary concern, in accordance with NGR 500-2 Chapter 4, Safety and Accident Prevention.

10. RESPONSIBILITIES, INCLUDING ACQUISITION OF WARRANTS AND PERMITS

- a. The MINNESOTA NATIONAL GUARD will:
 - (1) Perform Counterdrug support functions focusing on Mission 2b, Investigative Case and Analyst Support. Duties will be performed in accordance with NGR 500-2, Chapter 2, Counterdrug Support Program.
 - (2) Minimize the turnover of MINNESOTA NATIONAL GUARD personnel assigned to Counterdrug operations.
 - (3) Assume full responsibility for salary, benefits, and administration of personnel records and other needs of MINNESOTA NATIONAL GUARD personnel assigned to the DULUTH POLICE DEPARTMENT.
 - (4) In no event charge any indirect cost rate to DULUTH POLICE DEPARTMENT for administration or implementation of this agreement.
 - (5) Ensure that MINNESOTA NATIONAL GUARD personnel, based on the mission, wear their military uniform or civilian attire while performing duties at the DULUTH POLICE DEPARTMENT.
 - (6) Comply with DULUTH POLICE DEPARTMENT regarding the certification and passing of personnel security clearances and other personnel reliability and integrity measures of the DULUTH POLICE DEPARTMENT.
- b. The DULUTH POLICE DEPARTMENT will:
 - (1) Assure that requests for MINNESOTA NATIONAL GUARD Counterdrug support under this Memorandum of Understanding originate either from the DULUTH POLICE DEPARTMENT Chief or designated representative.

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- (2) Submit requests for Counterdrug support directly to the State Counterdrug Coordinator.
- (3) Provide workspace, equipment, parking and logistical support for MINNESOTA NATIONAL GUARD personnel to carry out support duties pursuant to this memorandum of understanding.
- (4) Provide necessary training for MINNESOTA NATIONAL GUARD personnel in support of DULUTH POLICE DEPARTMENT Counterdrug operations.
- (5) Upon determination of necessity by the DULUTH POLICE DEPARTMENT, provide MINNESOTA NATIONAL GUARD personnel access passes or identification documents required to fulfill their Counterdrug support duties. Issue and turn-in of DULUTH POLICE DEPARTMENT access passes or identification documents will be controlled by the DULUTH POLICE DEPARTMENT.
- (6) Specify the level of personnel security clearance required in connection with the duties to be performed for the DULUTH POLICE DEPARTMENT.
- (7) The DULUTH POLICE DEPARTMENT will be responsible for obtaining warrants required for searches or for determining the need for searches, inspections, and observations that do not require warrants.
- (8) All necessary permits or consents will be obtained by the DULUTH POLICE DEPARTMENT.

11. RELATIVE LIABILITIES OF PARTIES INCLUDING ANY HOLD HARMLESS AGREEMENTS

Each party is responsible for its own acts and omissions and the results thereof, to the extent authorized by law and will not be responsible for the acts of any others and the results thereof. The liability of the Minnesota National Guard and the DULUTH POLICE DEPARTMENT is governed by applicable laws.

12. RENEGOTIATION

This memorandum of understanding will be renegotiated when either party becomes aware of changes in laws, regulations and/or support requirements in such a manner that the agreement cannot be executed; e.g. revocation of Department of Defense approval for a particular mission.

13. TERMINATION OF AGREEMENT

TERM OF AGREEMENT: This memorandum is in effect upon the last signature and will remain in effect unless rescinded by either party on written notice, or revised in writing by mutual consent.

14. ASSET FORFEITURE/SHARING

The MINNESOTA NATIONAL GUARD does not currently participate in asset forfeiture sharing.

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SIGNATURE & DATE

GORDON RAMSEY
Chief of Police
Duluth Police Department

SIGNATURE & DATE

RICHARD C. NASH
Major General, The Adjutant General
State of Minnesota

SIGNATURE & DATE

MATTHEW E. CHRISTIAN
MAJ, JA, MN National Guard
Staff Judge Advocate

SIGNATURE & DATE

JOHN P. WISNIEWSKI
LTC, IN, MN National Guard
Counterdrug Coordinator

Approved:

By: _____
Title: Mayor
Date: _____

Approved as to form:

By: _____
Title: Duluth City Attorney
Date: _____

By: _____
Title: Duluth City Clerk
Date: _____

By: _____
Title: Duluth city Auditor
Date: _____

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