

**MISSING AND MURDERED INDIGENOUS WOMEN, GIRLS,
AND TWO SPIRIT PEOPLE**

GAAGIGE-MIKWENDAAGOZIWAG

“YOU WILL BE REMEMBERED FOREVER”

REWARD FUND PROGRAM

**Memorandum of Understanding
between
City of Duluth
and
Native Lives Matter Coalition
and
Mending the Sacred Hoop**

THIS AGREEMENT is between the City of Duluth, a municipal corporation under the laws of the State of Minnesota acting through its police department, hereinafter referred to as “CITY”, and Native Lives Matter Coalition, a Grassroots Indigenous Led Collaborative and Mending the Sacred Hoop, Inc., a Minnesota Non-Profit Organization.

WHEREAS, the parties recognize that Indigenous Women, girls, and Two Spirit people are far more likely to experience violence, be murdered, or go missing than other demographic groups in Minnesota. Although Indigenous Women make up just 1% of the state’s population, from 2010 through 2018, 8% of all murdered women and girls in Minnesota were Indigenous. Between 2012 and 2020, 27 to 54 Indigenous Women, girls, and Two Spirit people were missing in any given month. (See, *Missing and Murdered Indigenous Women Task Force, A report to the Minnesota Legislature*, by Nicole Martin Rogers and Virginia Pendleton, Wilder Research, December 2020); and

WHEREAS, it has been shown that money is an effective tool to encourage a witness or someone with information about a crime to come forward and share the information with law enforcement officials investigating the criminal case. A substantial reward may encourage witnesses to step forward and it also creates publicity around a case that can lead to new witnesses and information; and

WHEREAS, the parties herein desire to work collaboratively to set up an Indigenous-led Reward Fund Program (“Program”) that focuses exclusively on helping law enforcement agencies solve violent crimes against Indigenous Women, Girls, and Two Spirit people;

WHEREAS, having been originally inspired by an open case of our missing relative Sheila St. Claire, we anticipate and encourage growth of this Program to expand and include multiple law enforcement agencies, judicial agencies, tribes, community partners, and other stakeholders to sustain these funds to protect future generations to come;

WHEREAS, the parties herein have deemed it desirable to enter into this Memorandum of Understanding memorializing the parties' understanding.

NOW, THEREFORE, the parties hereto agree as follows:

Roles and Responsibilities

Native Lives Matter Coalition agrees to be the co-fiscal agent for the Reward Fund Program to be created hereunder. This includes co-opening a designated financial account at Woodlands National Bank in Cloquet, Minnesota for the deposit and safekeeping of the reward funds and, ultimately, disbursement in accordance with the Program. Native Lives Matter Coalition also agrees to engage in collaborative "Reward Fund Program": fundraising, media packet, communications, and community outreach efforts for the Program. Additionally, Native Lives Matter Coalitions agrees to provide visibility on Native Lives Matter Coalition web page the collaborative efforts and partnership with Mending the Sacred Hoop.

Mending the Sacred Hoop agrees to be the fiscal agent for the Reward Fund Program to be created hereunder. This includes opening a designated financial account at Woodlands National Bank in Cloquet, Minnesota for the deposit and safekeeping of the reward funds and, ultimately, disbursement in accordance with the Program. Mending the Sacred Hoop agrees to engage in collaborative "Reward Fund Program": fundraising and communication efforts for the Program with Native Lives Matter Coalition. Additionally, Mending the Sacred Hoop agrees to provide a landing web page and donation link on the Sacred Hoop Coalition page in collaboration and partnership with Native Lives Matter Coalition which will also be shared on the Native Lives Matter Website.

City of Duluth Police Department agrees to participate in the Reward Fund Program by preparing and submitting potential cases to consider for inclusion in the Program. The submission will include a reward request based on the criteria Duluth Police Department law enforcement officials believe will attract people with information to come forward to resolve cases involving Indigenous women, girls, and Two Spirit people with reports/open cases originating in Duluth.

Reward Fund Program Selection Committee

There is hereby created a Reward Fund Program Selection Committee ("Committee") which will have the responsibility of establishing criteria for determining which cases can be considered for the Program, the process for making the selection, as well as the amount of money to be offered as a reward in each case. Each of the parties hereunder will have a seat on the Committee with decision-making abilities, except that of the City of Duluth Police Department will serve as a non-decision-making entity with regard to final decisions for the reward fund payments. The Committee will carefully review each case submitted under this

Program and will determine on a case-by-case basis, with two-party Committee verification, whether the case is eligible for a reward and, if so, how much.

Foundational Criteria for Designating Awards

- Indigenous-Native American-Alaskan Native MMIW2Sg ;
- Report/open case must originate with the Duluth Police Department;
- Obtains information that leads to information that resolves the case;
- Identifies the whereabouts of the MMIW2Sg person;
- Holds those accountable through the arrest and/or criminal prosecution/conviction of those who are responsible for disappearance, and murder.

Timeline

The roles and responsibilities described above are contingent upon securing funds for the Program. The Program will continue so long as the Program is funded.

Data Practices

Each party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any applicable law or policy, and that the information and data are shared or made available to the receiving party in accordance with applicable law or policy. Further, each party agrees not to release, transmit, disclose or otherwise disseminate information, or data associated or generated as a result of their participation in the Program hereunder except in accordance with applicable law. Specifically, Minnesota Statutes §13.82, subd. 21 provides that reward program data may be classified as protected nonpublic data in the case of data not on individuals or confidential data in the case of data on individuals.

Commitment to Program

This Memorandum of Understanding (MOU) is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any party against the parties, their parent agencies, or the offices, employees, agents or other associated personnel thereof.

This MOU is not an obligation or commitment of funds, but rather is a basic statement of the understanding between the parties hereto of the methods for satisfying the mission described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations and policies.

Liability

The parties acknowledge that financial and civil liability, if any, for the negligent acts and omissions of each participating party and their employees remains the sole and exclusive responsibility of the employee and/or employing agency, according to applicable law. No participating agency assumes responsibility or liability for the acts and omissions of any other or of the employees or agents of any other. Nothing in this MOU is intended to serve as a waiver of sovereign immunity by any government or agency to which sovereign immunity may be applicable. This MOU is not intended, and should not be construed, to create any right or

benefit, substantive or procedural, enforceable at law or otherwise by any party or its employees against the other, or by any third party against any party.

Authorized Representatives

The City's Authorized Representative will be:

Name/Title: Investigative Deputy Chief or his/her designee
Address: 2030 N. Arlington Avenue
City State Zip: Duluth, MN 55811
Telephone: 218-730-5487
Email: dchicos@duluthmn.gov

Mending the Sacred Hoop's Authorized Representative will be:

Name/Title: Katy Eagle/ Executive Director
Address: 202 W 2nd St
City State Zip: Duluth, MN 55802
Telephone: 218-623-4667
Email: keagle@mshoop.org

Native Lives Matter Coalition's Representative will be:

Name/Title: Rene Ann Goodrich
Address: 614 Hammond Ave #12
City State Zip: Superior WI, 54880
Telephone: 715-919-3440
Email: nlmcoalition@gmail.com

Termination

Any party may, by giving written notice, terminate its participation in the Program in whole or in part.

We, the undersigned have read and agree with this MOU. Further, we have reviewed the proposed project and approve it.

[Remainder of this page intentionally left blank; signature page to follow].

MENDING THE SACRED HOOP, INC.

By _____
Its

Date: _____

NATIVE LIVES MATTER COALITION

By _____
Its

Date: _____

CITY OF DULUTH

By _____
Mayor

Date: _____

Attest:

City Clerk

Date: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney