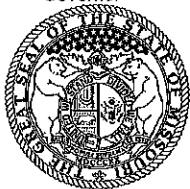


Jeremiah W. (Jay) Nixon
Governor



STATE OF MISSOURI
OFFICE OF THE ADJUTANT GENERAL
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Stephen L. Danner
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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MISSOURI NATIONAL GUARD
AND
THE COLUMBIA POLICE DEPARTMENT**

SUBJECT: Policies and Procedures for Counterdrug Support

1. **PURPOSE:** This Memorandum of Understanding (MOU) establishes policies, procedures, and guidelines for Missouri National Guard (MONG) Counterdrug Task Force (CDTF) (hereafter MONG) support of the Columbia Missouri Police Department (COMOPD).

2. **AUTHORITY:**

a. The Controlled Substances Act, Title 21 United States Code (USC) Section 873, Cooperative Arrangements;

b. Title 32 USC Section 112, authorizes the Secretary of Defense (SECDEF) to provide funds to States receiving SECDEF approval of their Governor's National Guard Counterdrug Support Plan:

c. Missouri Revised Statutes, Chapter 41, Section 475 (1994); and

d. The State of Missouri 2014 Governor's Counterdrug Support Plan authorizes MONG to assist a civilian Law Enforcement Agency (LEA) with counterdrug and drug demand reduction missions, provide the authority for this Memorandum.

3. **DEPLOYMENT OF NATIONAL GUARD PERSONNEL AND EQUIPMENT.**

a. MONG will provide domestic Counterdrug (CD) support pursuant to Title 32 USC Section 112, which prohibits National Guard personnel from performing CD support duty outside the territorial limits of the United States.

b. All MONG support outside of Missouri must be in direct support of Federal LEAs, as required by State law (see Chapter 41.475.1.RSMo 1994), and pursuant to a mutually ratified interstate MOU between the requesting and supporting states.

c. MONG personnel and equipment may be requested for missions approved in the Missouri National Guard Counterdrug Support Plan provided such requests for MONG

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personnel and equipment do not adversely impact MONG readiness for its state emergency and wartime missions. Furthermore, counterdrug assistance is in addition to, and shall not preclude MONG personnel from performing required military training, including, but not limited to, weekend drills (IDT), Annual Training (AT), and possible State Emergency Duty (SED).

4. **REPORTING PROCEDURES**. The MONG member assigned to the COMOPD will report to the Agency Supervisor and to the Counterdrug Coordinator or his designated representative.

5. **COMMAND AND CONTROL**.

a. The Governor of Missouri is the Commander-in-Chief of all MONG personnel. The Governor exercises command authority through the Adjutant General of Missouri (TAGMO).

b. The MONG Counterdrug Coordinator is responsible for submitting the Governor's State Plan for Counterdrug Support and managing the program. The CDC will exercise administrative responsibility over MONG personnel assigned to the COMOPD through a Non-Commissioned Officer-in-Charge.

c. The appointed COMOPD officer is the day-to-day supervisory authority for MONG personnel providing counterdrug support to the COMOPD.

d. MONG personnel will comply with the requirements of COMOPD policies, regulations, and procedures applicable to the support provided. Personnel issues will be brought to the attention of the Counterdrug Coordinator. Failure to adhere to agency policies and procedures will be grounds for removal from the assignment. Disciplinary actions will be coordinated between the Counterdrug Coordinator and the COMOPD Supervisor.

6. **SCOPE OF OPERATIONS**. MONG will provide the following below listed counterdrug support to COMOPD operations in Missouri.

a. **Linguist Support (Mission 2a)**. Assist the COMOPD in translation, transcription of audio/video tapes seized documents, and other information media. MONG personnel will not participate in active/real time Title III conversation monitoring or directly participate in interrogation activities. MONG CD will not maintain or store final products in MONG facilities or databases.

b. **Investigative Case and Analyst Support (Mission 2b)**. Focus on four core competencies: Link Analysis, document exploitation, commodity-financial analysis, and case construction. Other duties include: approved Criminal Analyst duties in support of drug law enforcement or counter-terrorism agencies includes the creation of graphs, charts, maps, and toll analysis of suspected individuals or organizations; assistance in

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the design, development, and daily maintenance of operational intelligence databases; compilation, review, and input of raw data; preparation of reports necessary for successful investigational and prosecutorial purposes; performance of necessary case research; mastery and daily utilization of analyst specific software and hardware systems; appropriate or coordinated dissemination of criminal information; and conducting strategic and tactical analysis of case information. Additional analyst duties may include, but are not limited to the establishment and conduct of liaison tasks with other analysts or relevant agencies; preparation of statistical information; development and presentation of oral and written briefings; as well as any other analytical duties deemed necessary by the COMOPD. All intelligence activities must be conducted in accordance with appropriate DOD regulations. MONG will not maintain or store final products in National Guard facilities or databases.

c. **Domestic Cannabis Eradication Support (Mission 3a).** Support LEA domestic cannabis suppression and eradication operations. This includes, but not limited to, aerial support, logistics support, communications support, intelligence, planning support, operational staff coordination, and eradication operations but not destruction of marijuana contraband.

d. **Aerial Reconnaissance (Mission 5b).** Conduct reconnaissance/observation of airspace or surface areas (land and internal waterways of the US) for illegal drug activities which include, but are not limited to, cultivation of marijuana or delivery of illegal drugs. Reconnaissance may be directed toward suspected drug trafficking airstrips/drop zones/corridors or suspicious aircraft/watercraft/motor vehicles. A Law Enforcement Officer (LEO) must be present or in direct contact for all aviation FLIR/IR sensor missions. LEOs are authorized to fly on aircraft during validate and approved missions provide the purpose is to facilitate counterdrug activities. Missions may require site security for aircraft and ground radar. Approved equipment and techniques include, but are not limited to:

(1) Aerial visual techniques, including infrared/thermal imagery, and photographic reconnaissance.

(2) Photo reconnaissance/film processing

7. SPECIAL INSTRUCTIONS, REQUIREMENTS, OR RESTRICTIONS.

a. MONG personnel will not directly participate in law enforcement activities such as arresting or conducting searches of individuals or private property. MONG personnel are further prohibited from direct involvement in seizures or the chain of custody concerning any evidence seized by LEA officials.

b. All intelligence activities authorized to be performed by MONG personnel shall be strictly limited to support of COMOPD counterdrug operations. Other than intelligence support authorized in conjunction with COMOPD counterdrug operations, MONG

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personnel shall not collect, retain, or disseminate intelligence on United States persons. Further, MONG shall not retain or store COMOPD intelligence products in MONG facilities or databases.

c. MONG personnel will not be deputized or cross-designated with Title 21 investigative authority.

d. MONG personnel assigned to conduct approved counterdrug duties and operations shall perform only those integral tasks necessary to properly perform the mission support specified within this MOU. With respect to any LEA, community or state based organization, MONG CD personnel are strictly prohibited from performing the following:

(1) Janitorial or other menial duties not reasonably necessitated or envisioned within the scope of work for the prescribed mission;

(2) Sign or otherwise approve any work order, service agreement, or other contract providing goods or services, regardless of whether payment or value of any type is tendered or expected; or

(3) Except for the authorized sharing of seized funds or property, MONG personnel shall not engage in, either directly or indirectly, any financial transaction or activity, to include the conduct of any type of audit. This prohibition includes the signing or ratification of any check, note, or any other legal instrument which obligates performance or the payment for goods or services.

e. If MONG personnel require a vehicle to perform their mission support duties, the task force or responsible LEA will provide such at its expense.

f. Unless otherwise specifically ordered by the CDC, MONG counterdrug aviation missions shall be conducted in accordance with (IAW) the following requirements and restrictions:

(1) Safety of personnel and aircraft shall be the FIRST priority.

(2) MONG aircraft supporting the COMOPD will be operated only by MONG CDTF pilots.

(3) The aircraft pilot in command (PIC) will ultimately be responsible for all decisions affecting the safe operation of aircraft use (i.e. flight altitude, landing zones, passengers, etc.).

(4) Counterdrug flight operations will be conducted IAW all applicable Army and National Guard flight regulations, SOPs, and National Guard Regulation 500-2 (National Guard Counterdrug Support)

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(5) The LEA will identify their officer in charge prior to any MONG aircraft being flown in support of CD operations. LEA personnel must be aboard the aircraft or in direct contact with the PIC throughout the mission. PIC shall determine the total number of non-military personnel aboard the aircraft.

(6) The LEA will be responsible for all LEA decisions affecting MONG personnel involved in ground crew operations. LEA personnel will be present throughout every operation and/or will have tactical operational radio communication with each element when not physically co-located. MONG and LEA personnel must be able to immediately respond to each element's location. When contact with citizens is imminent, LEA personnel shall accompany MONG personnel.

(7) The LEA will be responsible for locating landing zones and gaining permission from private landowners for landing prior to any MONG aircraft landing during missions.

(8) Weapons shall not be fired from MONG aircraft.

(9) The MONG will be responsible for security of MONG aircraft and other military equipment supporting these missions. However, the MONG reserves the right to enlist the assistance of accompanying and local LEA personnel to secure such.

8. **FORCE PROTECTION RULES FOR USE OF FORCE.** MONG personnel will not be armed while performing CD support functions. MONG personnel will also comply with all force protection measures as established by the COMOPD.

9. **PUBLIC AFFAIRS SUPPORT.**

a. COMOPD will be the lead agency for releasing public information to the news media, and will bear primary responsibility for public affairs matters.

b. MONG CD support information will be treated as "FOR OFFICIAL USE ONLY". MONG personnel will not make any public affairs disclosures or discuss details regarding CD support operations with the media.

c. Any public request for information from MONG records will be processed under the Freedom of Information Act (FOIA).

d. Operational inquiries from the media will be directed to the COMOPD. The MONG PAO in Jefferson City will handle inquiries of a non-operational nature that are specifically for the MONG.

e. MONG members may be asked to review RFIs from Geographic Combatant Commands and subordinates. We request that the LEA support these requests as

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necessary. LEA rules for dissemination will be followed at all times. This supports a whole of government approach to counter threats to U.S. National Security posed by drug smuggling and illicit activities while balancing limited DOD resources.

10. **SAFETY**. Safety is a command responsibility. The primary duty of leaders and supervisors, regardless of their agency affiliation, is ensuring the safety of personnel. No mission or its accomplishment will justify departure from safe operational practices that compromise the safety of MONG personnel.

11. **RESPONSIBILITIES**.

a. MONG will:

(1) Assume full responsibility for salary, benefits, personnel records, and other administrative actions of MONG personnel supporting COMOPD.

(2) Ensure MONG personnel wear appropriate attire, as operationally dictated, while working in COMOPD locations.

(3) Screen MONG personnel applying for CD support duty and provide the COMOPD with the current security clearance status of personnel assigned to them.

(4) In no event charge any indirect cost rate to the COMOPD for administration or implementation of this MOU.

b. COMOPD will:

(1) Provide MONG personnel the necessary orientation and training to successfully support COMOPD CD operations.

(2) Provide MONG personnel with adequate workspace and equipment necessary to perform CD support missions.

(3) Provide MONG personnel access to required data when determined necessary to accomplish assigned CD duties. This includes access to parking and other appropriate facilities.

(4) Pay temporary duty expenses incurred by MONG personnel for travel in support of COMOPD operations. Requests for payment of authorized reimbursable expenses shall be coordinated with and approved by the CDC.

(5) Determine if warrants and/or permits are required for any operation; obtain all required warrants/permits and serve required warrants.

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12. **CIVIL LIABILITY AND PROPERTY ACCOUNTABILITY.** Claims and other actions for property damage, injury or death allegedly caused by MONG personnel conducting CD operations will be administered pursuant to applicable regulations and law.

13. **RENEGOTIATION AND MODIFICATION OF MOU.** This MOU must be renegotiated when laws, regulations and/or support requirements change in such a manner that it cannot be executed as originally written. Modifications of this MOU may be made at any time during its effective period only upon timely notification to the other party along with the written consent and agreement of the parties, their successors, or their duly appointed representatives.

14. **FEDERAL ASSET SHARING.** MONG CDTF may request equitable sharing of federally forfeited assets as permitted by federal law and policy. In this regard, MONG CDTF will comply with A Guide to Equitable Sharing of Federally Forfeited Property for State and Local Law Enforcement Agencies (March 1994, and amendments thereto).

15. **TERMINATION OF AGREEMENT.** This Memorandum of Understanding shall become effective upon the date of the last signature of the authorized representative and will remain in effect, subject to annual appropriated federal funding and annual certification by the Governor's Counterdrug Support Plan, until terminated by either party upon giving thereby thirty (30) days prior written notice to the other party hereto.

Geoff Jones
Chief of Police
Columbia Police Department

(Date)

PAUL R. BOYD
Colonel, MONG
Counterdrug Coordinator


(Date)

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De'Carlton Seewood 
City Manager
City of Columbia, Missouri

(Date)

LEVON E. CUMPTON
Major General, MONG
The Adjutant General

(Date)

Nancy Thompson
City Counselor
City of Columbia, Missouri

(Date)

Sheela Amin
City Clerk
City of Columbia, Missouri

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