



JAG AND LOTTERY GRANT FUND REQUEST
 ND OFFICE OF ATTORNEY GENERAL
 BUREAU OF CRIMINAL INVESTIGATION
 (03-2017)

Office of Attorney General
 Bureau of Criminal Investigation
 PO Box 1054
 Bismarck ND 58502-1054
 Phone: 701-328-5500

Grant funds can be disbursed only to a state agency or local unit of government.

I - APPLICATION OVERVIEW

Grant Recipient Name (city/county/state agency) City of Minot		Level of Government (check one) <input type="checkbox"/> State <input type="checkbox"/> County <input checked="" type="checkbox"/> City/Town <input type="checkbox"/> Indian Tribe	
Authorized Official Name Chuck Barney		DUNS Number 456002126	
Authorized Official Title Mayor		Email Address of Authorized Official chuck.barney@minotnd.org	
Authorized Official Street Address 515 2nd Avenue SW	City Minot	State ND	ZIP Code 58701-3739
Authorized Official Mailing Address (if different)	City	State	ZIP Code
Implementing Agency Name Minot Police Department	Multi Agency Project <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Multi-Jurisdiction Project <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If Implementing Agency is Law Enforcement Agency, Month/Year Most Recent Crime Statistics Reported to UCR 03/2017			
Project Director Name Robert O. Browne	Title Special Agent	Email Address rb416@nd.gov	
Agency Street Address #7, 3rd Street SE, Suite #110	City Minot	State ND	ZIP Code 58702-1348
Project Director Mailing Address (if different) PO Box 1348	City Minot	State ND	ZIP Code 58702-1348
Fiscal Officer Name David Lakefield	Title Finance Director	Email Address david.lakefield@minot.org	
Agency Street Address 515 2nd Avenue SW	City Minot	State ND	ZIP Code 58701-3739
Agency Mailing Address (if different)	City	State	ZIP Code
Authorized Program Area (select all that apply) <input checked="" type="checkbox"/> Law Enforcement <input type="checkbox"/> Prevention/Education <input type="checkbox"/> Drug Treatment <input type="checkbox"/> Prosecution/Courts <input type="checkbox"/> Corrections/Community Corrections <input type="checkbox"/> Crime Victim and Witness Programs (other than victim/witness compensation) <input type="checkbox"/> Planning/Evaluation/Technology Improvement			

Authorized Signatures

I certify that the project proposed in this application meets applicable requirements of the Justice Assistance Grant (JAG) Program and Lottery Program, if applicable, that all information presented is correct, and that the applicant will comply with the provisions of the grant and all other applicable federal laws. By appropriate language incorporated in each grant, sub-grant, or other document under which funds are to be disbursed, the undersigned shall assure that the applicable conditions shown above apply to all recipients of these grant funds.

Authorized Official Signature 	Date
Project Director Signature 	Date 4/7/17
Fiscal Officer Signature 	Date 4/7/17

II - BUDGET SUMMARY

ITEM	DESCRIPTION		TOTAL
Personnel Salary NOTE: Salary Cap (Wages & Fringe Benefits) \$52,000 Prosecutors, \$42,000 All Other Personnel	Title	Amount	
	Title	Amount	Total Amount
Personnel Fringe	Title	Amount	
	Title	Amount	Total Amount
Operating Costs	Supplies Amount \$6,500.00		
	Rent Amount \$15,092.00		
	Communications Amount \$6,000.00		
	Fuel/Oil Amount \$6,450.00		
	Contractual Services Amount \$0.00		
	Equipment Rent/Lease Amount \$28,500.00		
	Equipment Purchase Amount \$0.00		
	Other Amount \$0.00		
	Travel/Training Amount \$2,000.00		Total Amount \$64,542.00
Equipment Purchase	Total of Individual Items Costing \$1,500 or More With Useful Life of One or More Years		Total Amount
			Total Budget \$64,542.00

Funding Breakdown

Grant Funds (65% of Total Budget) \$41,952.30	Match Funds (35% of Total Budget) \$22,589.70
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State the Source of Match Funds:

Participating county and city will contribute the match funds.

III - BUDGET NARRATIVE AND CALCULATIONS

Totals must equal budget summary total for each section.

Personnel: Provide details of positions funded	Amount
NA	\$0.00

Fringe: Provide details of what is included in fringe and the calculations	Amount
NA	\$0.00

Operating Expenses: Provide a detailed description of all expenses

A: Supplies (items under \$1500)	Amount
Office supplies such as paper, evidence bags, test kits, CD's, DVDR's, cleaning supplies, post it's, staples, pens, toner cartridges, tapes, markers, paper clips, binders, tape, sharpies, batteries, file folders, CD sleeves, envelopes, rubber gloves, note tablets, etc.	\$6,500.00

B: Rent (e.g. \$150/m x 12 + \$1800)	Amount
Office rent is \$15,093.00 annually. Half of this amount is paid at the beginning of the year and half is paid at the mid year point.	\$15,093.00

C: Communications (i.e. telephone, cell phones, fax)	Amount
Communication requirements are for 6 cell phones, office land line, broad band for surveillance platform, and radio maintenance. Cost of 6 cell phones and broad band is approximately \$420/month for 12 months for \$5040. Land line for office is approximately \$30/month for 12 months. Other considerations are periodic servicing on both car and hand held radios throughout the year.	\$6,000.00

D: Fuel/Oil/Vehicle Maintenance	Amount
Allow approximately \$100 a month for fuel per 5 TF vehicles for a total of \$6000. Additional thoughts are for oil changes, tire repair, tire replacement if needed, windshield wipers, wiper fluid, ect.	\$6,450.00

E: Contractual Services	Amount
Specify purpose of contract. The maximum rate for consultants is \$450 for an 8-hour day. Contractual services include payments for services to people not on the payroll of a participating agency.	
NA	\$0.00

F: Equipment Rental/Lease (not purchase)	Amount
Five leased vehicles averaging \$475 per vehicle is equal to \$2,375 over a 12 month period for a total of \$28,500. This is slightly higher than the years previous. The previous vendor announced that they would no longer be able to stay at the previous rate and would be raising their prices by \$100 per month per vehicle. I simply found another vendor who would furnish the same quality of vehicle with only a \$25 per vehicle increase.	\$28,500.00

G: Equipment Purchase NOTE: Individual items costing at least \$1,500 with useful life of one or more years	Item Description	Requested Amount (Grant & Match)	Total

Which Agency Will Own the Equipment at the End of the Grant Period?

H: Other	Item Description	Requested Amount (Grant & Match)	Total

I: Training Travel NOTE: Reimbursement for travel, including meals, lodging and mileage, is in accordance with current state rates	For information on current state rates, review OMB Fiscal Policies #505 through 516, available at https://www.nd.gov/omb/ .			Total
	Item Description	Registration/Fees	Travel Costs	
	Course NDBCI Drug School **SEE ATTACHMENT			
	Purpose training			
	Location unknown			
	Participants possibly 2 TFO's			

Training Travel	Item Description	Registration/Fees	Travel Costs	Total
	Course DEA Drug School **SEE ATTACHMENT			
	Purpose training			
	Location unknown			
	Participants possibly 2 TFO's			

Other Travel			Other Travel Total

Total Training/Travel				Total Training/Travel
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IV - NON-GOVERNMENT AGENCY BUDGET SUMMARY

(Domestic Violence & Victim Witness Programs Only)

List the entire agency's budget for its current fiscal year, including all funding sources. The total amount of the budget line items should equal the total amount of funding sources.

Line Item	Current Operating Budget Amounts
Personnel	
Operating Expenses	
Equipment	
Total Budget	

Funding Sources	Amount	Percentage of Total Agency Budget
Justice Assistance Grant-JAG (Federal Portion Only)		
State General Fund		
Local Government General Fund		
Community Development Block Grant		
Victims of Crime Act (VOCA)		
STOP Violence Against Women Act		
Federal Family Violence		
Domestic Violence Prevention Fund		
Crime Victims Assistance (CVA)		
United Way		
Foundations		
Donations		
Court Fees		
Other (specify)		
Total Funding		100%

V - AGENCY FUNDING SOURCES AND PROGRAM INCOME

A: Funding Sources

Justice Assistance Grant (JAG) Program	Amount
List any JAG grant awards received directly from the Bureau of Justice Assistance program and the projects supported by these grant funds.	
Projects Supported:	
Total FY 2017 Award Amount	

Funding Sources	Amount
List any other sources of grant funding supporting this project's activities.	
Other (specify):	
Total Funding	

B: Program Income

If the project is expected to generate income, detail the possible sources and how the income will be used. (e.g. asset forfeiture, training fees collected for grant-funded training.)

NA

VI - PROJECT NARRATIVE

A project narrative must be **attached** to application. the narrative must not exceed five double-spaced pages in 12-point type and must include the information requested in 1-4 below.

1. PROJECT DESCRIPTION

- Describe the proposed project and how it addresses specific problems, include specifics about the services to be provided, how the services will be provided, and the project accomplishments.

2. CURRENT EFFORTS

- Clearly define what efforts are currently underway in response to the problems identified in the PROJECT DESCRIPTION.

3. COLLABORATION WITH OTHER AGENCIES

- Describe in detail the collaboration and cooperation between agencies during the past years.

4. CONTINUED FUNDING

- Describe in detail what plans or steps are in place to assure continuing of the project after grant funding ends.

VII - PROJECT GOALS, OBJECTIVES AND PERFORMANCE MEASURES

A summary of the project goals, objectives, and performance measures must be **attached** to the application. The summary should not exceed one double-spaced pages on 12-point type.

1. **Overall Project Goals:** State the project's goals, in general or broad terms. Goals should address the specific problem/need identified in the application. Goals should be stated in terms of the outcomes that the project wants to achieve. (Example: Reduce the amount of crime committed by persons under the influence of illicit drugs.)
2. **Objectives** (Activities directed at achieving goals): State the project's objectives, in terms of specific steps or benchmarks that will eventually lead to accomplishing the goals. Objectives must be clearly expressed and in measurable terms. (Example: Increase the number of drug-related arrests by 10 percent.)
3. **Performance Measures** (How you measure your project's success): (Example: Number of drug-related arrests 2007.)

ADDITIONAL REQUIRED INFORMATION

The following documents must be submitted with the application. Applications must be postmarked no later than May 5, 2017. Incomplete and late applications will not be considered.

ALL APPLICANTS:

- PROJECT NARRATIVE** - All applications must include a project narrative. The narrative must not exceed five double-spaced pages in 12-point type.
- PROJECT GOALS, OBJECTIVES AND PERFORMANCE MEASURES** - Stated goals, objectives, and performance measures will be used by the Office of Attorney General to monitor and assess the project's progress in achieving the intended results.

NON-GOVERNMENT AGENCY APPLICANTS (DOMESTIC VIOLENCE AND VICTIM SERVICES):

- A third party contact between the agency and the authorized official of the unit local government stating that the unit of local government will be the legal recipient of the federal funds granted to this agency.

MULTI-JURISDICTIONAL DRUG TASK FORCE:

- Memorandum of Understanding (MOU) between the participating agencies. A copy of the previous year's MOU may be submitted if the participating agencies have remained the same. If any agencies have been removed or added to the Task Force, a new MOU must be submitted.

CONTINUATION PROJECTS (Excludes non-governmental agencies and multi-jurisdictional drug Task Forces):

- Letters of continued commitment and collaboration efforts (no more than three) outlining joint collaboration efforts between agencies, OR provide copies of formal agreements between agencies and jurisdictions.

BEFORE YOU APPLY

1. This is a reimbursement-based grant only.
2. Expenses must be supported by detailed invoices, timesheets, payroll records, training agendas, travel itineraries, contracts/agreements, and bid documents.
3. Match must be cash and from a non-federal source.
4. Supplanting is not allowed.
5. Progress reports are required throughout the year. Reimbursements may be withheld if reporting is not complete.
6. Current audit reports must be provided at the time of award and throughout the funding cycle.
7. Law Enforcement agencies - UCR reporting must be current at time of award and kept current throughout the funding cycle.
8. The BCI grant manager will conduct a site visit or desk review each year.

(20) PROJECT NARRATIVE

To complete the project narrative the applicant may use this form, or simply type the narrative in the following format. The project narrative must not exceed five double-spaced pages in 12-point type and must include information requested in I through IV below.

I. Project Description: Briefly describe the project that is proposed. How will this project address specific problems. Include specifics about the services to be provided, how the services will be provided (how often and by whom), and the project accomplishments.

The Ward County Narcotics Task Force (WCNTF) is a multi-jurisdictional entity comprised of officers from the Minot Police Department, Ward County Sheriff's Office, ND Bureau of Criminal Investigation, Homeland Security Investigation (HSI), Bureau of Indian Affairs (BIA), U.S. Border Protection (Border Patrol), and the North Dakota National Guard. The primary task of the WCNTF is to reduce the availability of illegal drugs in Ward County and the surrounding area. The WCNTF accomplishes its goals by sharing resources, documenting and disseminating intelligence information, aggressive enforcement activities, and working closely with federal, state and local government agencies. Goals are also met by establishing working relationships with area merchants, and the general public, and providing drug awareness education.

The WCNTF is currently comprised of 3 agents from the NDBCI, one who serves as the project coordinator, who in addition works in an investigative capacity. The Minot Police Department also has 3 officers assigned in a full time investigative capacity. The Ward County Sheriff's Office has 2 full time investigators assigned and HSI has 1 agent assigned in a part time capacity. The TF also has a full time Border Patrol agent assigned to the unit. The TF also has a full time National Guard intelligence analyst assigned, who maintains a database of drug related information and provides much needed investigative support, which greatly contributes to the overall success of TF investigations. In addition to personnel and financial resources, the City of Minot provides fiscal support through a number of their offices. The TF continues to experience an evolution in drug activity. The City of Minot and the surrounding area have experienced a population explosion since the oil boom and the Minot flood. This has brought some very positive things to Minot but also some things that are not so positive such as drugs. High grade marijuana is the norm now as are methamphetamine, cocaine, ecstasy, heroin and prescription pills. We have been seizing and or buying good quantities of all these drugs. The TF is now seeing a huge amount of heroin in our area and we can sadly boast of the availability of three (3) different kinds. Black tar, China White and Gun Powder. Methamphetamine has been found in almost all of our larger cases to be 99% plus pure. The TF is also currently involved in several high profile federal narcotics cases where higher level sources are being targeted and prosecuted.

**It is sometimes hard to express just how busy things have been in our operating area but I feel that the following statistics reflect the high volume that we are experiencing. The 2014 year was the biggest and busiest year that I have been a part of since coming to the TF 17 years ago. With that being said, in 2015 our firearms seizures went up 325% from 2014. Currency seizures were up by 338%, methamphetamine seizures were up 438%, heroin seizures were up 398%, cocaine seizures were up 304%, opiate pill seizures were up 246% and marijuana seizures were up 55%.

***Thus 2015 turned out to be another monster year for the TF with 2016 seeing the increase still in certain areas. Firearms seizures doubled, heroin seizures increased, cocaine seizures more than doubled, and MDMA seizures increased by five times.

II. Current Efforts: *Clearly define what efforts are currently underway in responding to the problem described in the Project Description.*

Area law enforcement, along with the Ward County community, recognize and support the need to proactively attack the drug problem. In addition to aggressive enforcement, TF members respond to requests from Ward County and the surrounding communities for public education on current drug trends. The WCNTF conducted 33 drug presentations in 2016, 25 drug presentations in 2015, 34 drug presentations in 2014, and 36 drug presentations in 2013.. TF members also participated in several Teen Maze programs in neighboring counties where they had direct contact and dialogue with students about life choices and the consequences of drug use. Public education continues to create a better understanding of the drug problems facing our community and has generated more public participation in our endeavors. Because drug trafficking often overlaps into many jurisdictions, the WCNTF works closely with surrounding agencies in an attempt to reduce the flow of illegal drugs. Some agencies include AFOSI, FBI, DEA, ATF, BIA, FDA, HSI, the surrounding county sheriff's offices to include, Renville, Bottineau, Rollette, McHenry, Ward County Sheriff's Office, Minot PD, Burlington and Surrey PD, DOCR Field Services Division, Ward County Social Services and other task forces in the state. Officers assigned to the WCNTF regularly brief their parent agencies and or officers on local drug trends and concerns, provide training, and solicit their assistance with drug related activities. The success of these activities is evident, based on the amount of drug related cases being generated by local patrol officers. The TF no longer processes the narcotic evidence from the Minot Police Department but does so for the Ward County Sheriff's Department. This has already led to many more initiated cases by the TF due to not having to spend the numerous hours processing evidence. TFO's continue to monitor what the patrol division is getting though and communicate with them on a regular basis as to what new trends or intelligence they may have to share.

III. Collaboration with Other Agencies: *Describe coordination and cooperation between agencies during the past year.*

The WCNTF was called upon to assist other law enforcement agencies with 108 cases in 2016, 615 drug cases in 2015, 622 drug cases in 2014, and 556 drug cases in 2013. A big reason for the lower number in 2016 was due to the fact that the TF quit processing narcotic evidence for the Minot PD. In addition to these numbers the TF also had 215 initiated cases in 2016, and 190 initiated cases in 2015. Activity includes handling/processing evidence, serving search warrants, responding to drug related traffic stops and or calls, probation searches, informant handling, meth lab investigations, surveillance related duties, surveillance equipment installations, intelligence gathering, as well as criminal investigative support. The handling and processing of evidence that comes in from the MPD and the WCSO is almost a full time endeavor for a single officer in itself but as I indicated earlier, the TF no longer processes the MPD evidence and has more time to concentrate on initiating cases.

TF members have worked closely with the DEA and HSI on historical conspiracy cases over the years. These cases have resulted in indictments and ultimate long term incarceration on numerous high level drug traffickers, whose activities have crossed multiple jurisdictions throughout the state of ND and overlapped into numerous out of state locations. The WCNTF maintains a database of investigative leads, which are disseminated (when applicable) to other jurisdictions. Many local, state and federal officers also rely on our intelligence analyst for criminal background information or other investigative support services on a regular basis.

TF members participate in an on-call capacity (in addition to the normal work schedules), making them accessible to any agency in need of TF support. Participating agencies rely heavily on this service, which further supports and strengthens the working relationship between agencies.

IV. Describe in detail what plans or steps are being taken to assure continuation of your agency's project after grant funding ends.

This project has been in existence since the beginning of the Byrne/JAG grant process. The contributing agencies have always recognized the value of cooperation and have contributed additional manpower and other resources separate of the grant monies. Local agencies continue to monitor drug trends and the appropriate needs of the community. As a result, they continue to pursue "local" funding and discuss the possibilities of looking at expanding TF duties in order to obtain other federal monies

(21) PROJECT GOALS, OBJECTIVES, AND PERFORMANCE MEASURES

Stated goals, objectives, and performance measures will be used by the Office of Attorney General to monitor and assess the project's progress in achieving the intended results. Project goals, objectives, and performance measures should be listed in the format below and not referred to in a narrative format.

Overall Project Goals: State the project's goals, in general or broad terms. Goals should address the specific problem/need identified in the application. Goals should be stated in terms of the outcomes that the project wants to achieve. (Example: Reduce the amount of crime committed by persons under the influence of illicit drugs.)

1. Continue widespread efforts in reducing the availability of illegal drugs in Ward County and the surrounding areas through undercover activities, intelligence gathering and proactive enforcement.
2. Continue our outstanding record of assisting other agencies with drug investigations, wherever and whenever asked.
3. To grow with a rapidly growing community that is experiencing radical changes, and continue to be proactive and effective in drug re-education.
- 4.

Objectives (Activities directed at achieving goals): State the project's objectives, in terms of specific steps or benchmarks that will eventually lead to accomplishing the goals. Objectives must be clearly expressed and in **measurable** terms. (Example: Increase the number of drug-related arrests by 10 percent.)

1. Continue to gather, document and disseminate intelligence information.
2. Maintain and or increase the number of drug related arrests.
3. Increase public awareness of drug problems through presentations.
4. Continue to investigate drug related cases in the surrounding areas.

Performance Measures (How you measure your project's success): (Example: Number of drug-related arrests 2007)

1. Number of investigations initiated or assisted.
2. Number of drug arrests made and number of cases that are taken federally.
3. Amount and type of drugs and currency seized.
4. Number and type of public presentations provided.

ATTACHMENT FOR TRAINING/TRAVEL SECTION
JAG AND LOTTER GRAND FUND REQUEST

I am losing a TFO from the Sheriff's Office in the month of April. Due to circumstances beyond my control, I do not foresee a replacement coming for him until much closer to 2018. In addition to that it has come to my attention today as I write this, that I may be about to lose another TFO from the Sheriff's office. One deputy is relocating to Bismarck to be with his wife. The other has suddenly decided to think very hard about retiring due to a family situation. Either way, the Sheriff's Office will probably not be able to fill either of these positions for quite some time. This leads me to the NDBCI Drug School and the DEA School that we will have to send the two new TFO's to. At this writing I do not know where these schools will be and that very much affects per diem and travel costs which is why I put unknown in this section.

In addition the TFO's go to other jurisdictions on occasion for various other trainings or to conduct interviews on cases or even to assist other agencies. Again, we do not know where or how often these circumstances may or will arise.

MEMORANDUM OF UNDERSTANDING

ARTICLE: I

NAME

The name of this organization shall be the WARD COUNTY NARCOTICS TASK FORCE. The organizations that make up this task force include the Ward County Sheriff's Department, the Minot Police Department, and the Bureau of Criminal Investigation.

ARTICLE: II

PURPOSE

- A. The purpose of this organization shall be:
1. To target, investigate, and prosecute the individuals who engage in the Criminal possession, production, transfer, or finance of any illegal drug or controlled substance.
 2. To formally structure and jointly coordinate multi-jurisdictional drug investigation activities. All participating agencies will share in the contribution of finance, equipment, personnel, and technical resources.
 3. To promote a unified drug enforcement effort between county, state, municipal, and federal organizations in an attempt to maximize the quality and the quantity of cases presented for prosecution.
 4. To forfeit any assets which were acquired with funds traceable to criminal activity or assets used in the commission of a crime.

ARTICLE: III

OPERATIONS

- A. EXECUTIVE BOARD: An Executive Board will establish policies, review cases, monitor financial affairs, manage project resources, and provide a general oversight of the organization's progress. The board shall be comprised of the Sheriff of Ward County, the Police Chief of Minot, and the Bureau of Criminal Investigation Director, or their representative.

- B. STRUCTURAL COMMAND: The Executive Board will appoint a Task Force Coordinator. This Coordinator shall be an active member assigned to the task force. They shall possess a working knowledge in areas relating to narcotics and financial investigations, asset forfeiture, rules and regulations, along with skills in supervision, management, and statistical crime analysis.
- C. MANPOWER/EQUIPMENT: Each law enforcement agency participating in the Ward County Narcotics Task Force shall provide at least one licensed Peace Officer with a vehicle that is equipped with the necessary items to conduct a narcotic's investigation. For the purpose of dividing property at the termination of the task force operation, a complete and continuous list of all items contributed by each agency shall be maintained.
- D. CASE INITIATION: The initiation of cases to be handled by Ward County Narcotics Task Force shall be by the direction of the Task Force Coordinator.
- E. DISCIPLINARY ACTION: Any agent assigned to the Ward County Narcotics Task Force who violates department policies or generally accepted police practices, shall be referred to that person's respective agency for disciplinary action.

ARTICLE: IV

DISTRIBUTION OF ASSET FORFEITURES

- A. During a narcotics investigation, assets or funds, which were obtained as a result of criminal activity or were used in the commission of a crime, shall be seized. All possible avenues, both civil and criminal, will be explored to determine if the assets can be forfeited.
1. Any and all forfeited assets/funds seized by the Ward County Narcotics Task Force shall be equally divided between the agencies which presently comprise this unit. This includes the Minot Police Department, the Ward County Sheriff's Department, and the Bureau of Criminal Investigation. The Ward County State's Attorney's Office will also be included in the distribution. Their share shall be 10% of all assets seized. The remaining assets/funds will be divided equally between the other agencies.
 2. Circumstances may arise whereby a case is developed due to information given to the Ward County Narcotics Task Force by an agency that is not a member of this program. If this situation occurs, the Executive Board maintains the right to review the information and determine what percentage of the forfeited assets, if any, the assisting agency shall receive.

ARTICLE: V

FISCAL PROCEDURE

- A. Payroll: All personnel assigned to the Ward County Narcotics Task Force shall be paid by their respective agencies. The Fiscal Officer will be responsible for requesting reimbursement funds from the State. This shall be done on a monthly basis.
- B. Overtime Pay: It shall be the responsibility of the Task Force Coordinator to institute a system whereby the hours of each individual member will be monitored. The Task Force Coordinator shall be notified of and approve any overtime requested by any of the task force members.
- C. Fiscal Officer: The Fiscal Officer shall be appointed by the Executive Board.

Article: VI

TERMINATION

Each agency participating in the Ward County Narcotics Task Force shall be obligated to participate until the end of the project period. Each grant project or project period runs for one year. At the end of the year, any participating agency may terminate their involvement by submitting a written letter to the Executive Board Members.

MEMORANDUM OF UNDERSTANDING

We, the undersign, do hereby agree to the conditions stated in the Memorandum of Understanding.



Steve Kukowski
Sheriff, Ward County



Jason Olson
Chief of Police, Minot



Dallas Carlson
Director, Bureau of Criminal Investigation

**ADDENDUM TO WARD COUNTY NARCOTICS TASK FORCE MEMORANDUM OF
UNDERSTANDING**

WHEREAS the Ward County Narcotics Task Force is a multi-jurisdictional law enforcement drug task force organized in accordance with N.D.C.C. § 54-12-26; and

WHEREAS, a multi-jurisdictional law enforcement drug task force may include peace officers employed by, or acting under the authority of, different governmental entities, including federal, state, county, or municipal governments, or any combination of these agencies; and

WHEREAS the Ward County Narcotics Task Force is comprised of the Ward County Sheriff's Department, the Minot Police Department, and the North Dakota Attorney General's Bureau of Criminal Investigation; and

WHEREAS the United States Customs and Border Protection (Border Patrol) is a federal law enforcement agency; and

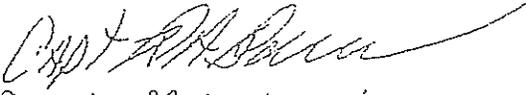
WHEREAS the Ward County Narcotics Task Force seeks to have an intelligence analyst/agent of the Border Patrol attached to the Ward County Narcotics Task Force;

NOW THEREFORE, IT IS AGREED BY AND BETWEEN the Ward County Sheriff's Department, the Minot Police Department, and the North Dakota Attorney General's Bureau of Criminal Investigation, as the agencies presently comprising the Ward County Narcotics Task Force, and the Border Patrol as follows:

1. The Ward County Sheriff shall appoint an intelligence analyst/agent of the Border Patrol as a Ward County Special Deputy under N.D.C.C. § 11-15-02. The intelligence analyst/agent will serve as a Special Deputy in Ward County without compensation from Ward County or the Ward County Narcotics Task Force, and will continue to be an employee of Border Patrol.
2. The Special Deputy shall be a member of the Ward County Narcotics Task Force and shall have the authority designated by the Ward County Sheriff in the appointment as a Special Deputy
3. The Ward County Narcotics Task Force will provide necessary office space for the Special Deputy at no charge to Border Patrol.
4. Border Patrol is solely responsible for providing a motor vehicle, firearms, ammunition, ballistics armor, and other equipment, supplies, and expenses necessary for the agent to perform duties as a Border Patrol officer and as a Special Deputy member of the Ward County Narcotics Task Force.
5. Any assets seized under this Agreement are subject to the forfeiture proceedings under applicable North Dakota law and in accordance with the Ward County

Narcotics task Force Memorandum of Understanding and will not be distributed to Border Patrol.

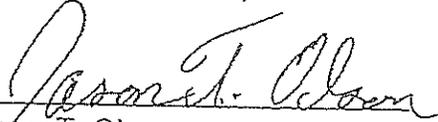
6. Border Patrol, the Ward County Sheriff's Department, the Minot Police Department, and the North Dakota Attorney General's Bureau of Criminal Investigation each agrees to assume its own liability for any and all claims of any nature, including all costs, expenses and attorney's fees, which may in any manner result from or arise out of this agreement.
7. The Ward County Sheriff's Department, the Minot Police Department, the North Dakota Attorney General's Bureau of Criminal Investigation, and the Ward County Narcotics Task Force assumes no liability and will not defend or indemnify for any claims, judgments, or liabilities by third parties for property damage, personal injury, or civil liability arising from the actions of the Border Patrol and the Special Deputy under this agreement.
8. The Border Patrol and the Special Deputy assumes no liability and will not defend or indemnify for any claims, judgments, or liabilities by third parties for property damage, personal injury, or civil liability arising from the actions of the Ward County Sheriff's Department, the Minot Police Department, the North Dakota Attorney General's Bureau of Criminal Investigation, and the Ward County Narcotics Task Force under this agreement.
9. This addendum may be terminated by the mutual agreement of Border Patrol and the Ward County Narcotics Task Force at any time and by either the Border Patrol or the Ward County Narcotics Task Force upon thirty (30) days written notice to the other party.
10. This addendum is effective when signed by all parties and remains in effect for the duration of the Ward County Narcotics task Force Memorandum of Understanding, and is subject to renewal as agreed by all of the parties.
11. This Addendum is made a part of the current Ward County Narcotics task Force Memorandum of Understanding, which remains in full force and effect except as provided in this Addendum.



for Sheriff Kukowski

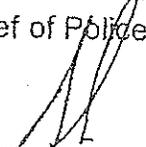
Steven Kukowski
Sheriff, Ward County, North Dakota

2-4-15
Date



Jason T. Olson,
Chief of Police, Minot, North Dakota

2-4-15
Date



Dallas Carlson,
Director, North Dakota Attorney General's
Bureau of Criminal Investigation

4-21-15
Date



Douglas E. Harrison,
Acting Chief Patrol Agent
US Customs and Border Protection

4/21/15
Date



Rob Browne
Task Force Coordinator,
Ward County Narcotics Task Force

2/6/15
Date



JOINT FORCE HEADQUARTERS
North Dakota National Guard
P.O. Box 5511
Bismarck, North Dakota 58506-5511

JFND-SJA

27 December 2011

MEMORANDUM FOR NGND-J3-CD, ATTN: LTC David W. Hall, P.O. Box 5511, Bismarck,
ND 58506-5511

SUBJECT: 2012 ND Bureau of Criminal Investigation MOU

I have reviewed the above referenced MOU for the North Dakota National Guard FY12
Counterdrug Support Program with the ND Bureau of Criminal Investigation and found it to be
legally sufficient.

If you have any questions or concerns, please do not hesitate to contact me.


MICHELLE I. HAGEL, Capt, NDANG
Joint Staff Judge Advocate General

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FY12 Counterdrug Support Program (Memorandum of Understanding)

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NORTH DAKOTA NATIONAL GUARD
AND
THE NORTH DAKOTA BUREAU OF CRIMINAL INVESTIGATION NARCOTICS TASK FORCES

1. PURPOSE

This Memorandum of Understanding (MOU) is undertaken by and between the North Dakota National Guard (NDNG) and the Bureau of Criminal Investigation Narcotics Task Forces (NDBCI-NTF) pursuant to NGR 500-2/ANGI 10-801. It is intended to establish objectives; operating procedures which include parameters for employment of NDNG personnel and equipment; reporting procedures; command, control, and communication procedures; the scope of approved operations; property accountability; public affairs; safety; law enforcement; operations security; funding; force protection; rules of engagement and operations security for the conduct of counterdrug operations within the State of North Dakota.

2. AUTHORITY

32 U.S.C. §112; National Guard Regulations 500-2/Air National Guard Instruction 10-801, National Guard Counterdrug Support, 29 August 2009; W.S. §19-2-211; SOPs and regulations.

3. OBJECTIVES

- A. To increase the proficiency of NDNG personnel in military-related skills while gathering information regarding the growing, harvesting, processing and distribution of illegal drugs.
- B. To establish procedures for cross training and exchanging information gathered during normal missions of both NDNG and the NDBCI-NTF.
- C. To establish a cooperative working relationship between the NDNG and the NDBCI-NTF.
- D. To establish procedures for the loan of military equipment and personnel to be utilized in the detection and suppression of drug trafficking and for the training of NDBCI-NTF personnel in the maintenance, operation and security of such equipment.
- E. To provide NDNG personnel in a support role to assist the NDBCI-NTF in its mission of drug-related law enforcement.

4. OPERATING PROCEDURES AND DEPLOYMENT OF NDNG PERSONNEL AND EQUIPMENT

- A. NDNG personnel will not be used in a direct law enforcement role, nor will they interdict or arrest persons suspected of illegal activities, in the absence of exigent circumstances. Exigent circumstances are limited to: protecting officers from injury or death, preventing the destruction or loss of evidence and preventing the escape of a suspect already placed under custody.

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- B. NDNG personnel will not conduct activities which involve them directly in covert surveillance systematically or deliberately directed at particular individuals.
- C. NDNG members will not directly participate in arrests, searches of individuals or contraband seizures, and must remain outside the evidence chain of custody.
- D. NDNG pilots will only carry full-time law enforcement officers, or National Guard personnel, or other law enforcement personnel authorized by the Counterdrug Coordinator.
- E. NDNG personnel will at all times be under the command of the military OIC/NCOIC and not subject to direct orders of law enforcement officers.
- F. No member of the NDNG will be permitted to be involved in law enforcement, interdiction, or investigative activities beyond the reporting of information or other support activities specifically described in this MOU. The NDBCI-NTF will make every effort legally possible to keep the individual names of National Guard personnel secret and will not disclose the same to any other agency or individual. Furthermore, The NDBCI-NTF will make every effort legally possible to avoid or minimize the necessity for the participation of NDNG personnel in any resultant criminal or civilian legal proceedings.

5. REPORTING PROCEDURES

- A. The NDBCI-NTF will be responsible for reporting all intelligence gathered during these support operations. The NDBCI-NTF will prepare investigative reports whenever evidence is obtained that could become testimony later at a criminal or civil proceeding. Reports may cover interviews with suspects, witnesses, informants and information on observations made during surveillance.
- B. The NDBCI-NTF will be the office of record for all information gathered during these missions. Information may be transmitted by telephone with a written follow up, if so requested. No information obtained as a result of these missions will be stored or maintained by NDNG personnel or in NDNG facilities.

6. COMMAND, CONTROL, AND COMMUNICATION PROCEDURES

- A. All requests for assistance must be made to The Adjutant General's Office, P.O. Box 5511 Bismarck, ND 58506-5511. The point of contact is the Counterdrug Coordinator, LTC David Hall. Direct coordination of activities with the commanders of NDNG personnel and units is not authorized.
- B. All requests for loan of military equipment and for instructions in the use, maintenance, and security of such equipment will be made to the Counterdrug Coordinator, P.O. Box 5511 Bismarck, ND 58506-5511. A minimum of 5 days should be allowed for processing of a routine request.

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- C. The NDNG, in support of drug-related operations, will provide military personnel and equipment to detect and monitor the movements of illegal drugs, transport confiscated goods and law enforcement personnel, and to assist with inspection of cargo for contraband.
- D. Activities: Support by the NDNG may include the following support when a counterdrug nexus exists:
1. Airlift and transportation of NDBCI-NTF personnel and equipment.
 2. Assist in transportation of seized evidence, equipment or assets that are under law enforcement control.
 3. Aerial surveillance and reconnaissance missions. Such missions may not, however, target specific individuals.
 4. Provide assistance in intelligence gathering and other case support-related activities.
 5. Provide administrative and maintenance assistance to law enforcement agencies as required in handling cases where illegal drug activities are involved.
 6. Provide equipment requested that would not be available from other resources. Required training of members of the NDBCI-NTF on the operations, maintenance and security of the loaned equipment will be arranged by NDNG.
- E. The NDBCI-NTF is responsible for all pre- and post- operation logistics with regard to offenders/suspects, including:
1. Assignment of sufficient law enforcement personnel to ensure appropriate security and safety of all parties in the transportation of criminal drug offenders.
 2. Provision and use of appropriate handcuffs, leg weights, restraining devices and such other law enforcement equipment as is deemed necessary for safe completion of the mission, particularly regarding the maintenance of custody and transportation of offenders.
 3. Procurement, issuance or execution of all necessary travel or documents for persons in custody, as well as appropriate notifications of agencies and other officials for the removal of offenders from one judicial district to another.
 4. Coordination, preparation and provision to NDNG of itineraries, manifests, and departure information of detained persons.
- F. The NDBCI-NTF will be responsible for all follow-up actions.

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7. SCOPE OF APPROVED OPERATIONS

Drug-related law enforcement support activities will be conducted by NDNG personnel within the broad-based scope of individual military skills or unit missions. No assistance will be rendered when, in the opinion of the Adjutant General or his delegated subordinates, assistance is not in conformance with or will degrade the normal training mission of National Guard personnel involved as contained in NGR 500-2/ANGI 10-801 paragraph 2-1.

8. PROPERTY ACCOUNTABILITY

The NDBCI-NTF assumes the risk of loss for all equipment loaned pursuant to this MOU upon receipt of said equipment. Risk of loss remains with the NDBCI-NTF until said equipment is returned, inspected, and accepted by NDNG a condition equal to that at the time of loaning, reasonable covering the loaned equipment. Lease of federal property shall be done in accordance with AR700-131 and 32 USC 112.

9. PUBLIC AFFAIRS

The decision to release individual or program information will be made at the State National Guard level, by means of conducting a joint risk-analysis between the state counterdrug coordinator, the state Public Affairs Officer (PAO) and the affected lead law enforcement point of contact. Information will be made fully and readily available, consistent with statutory requirements unless its release is precluded by current and valid security classification. The provisions of the Freedom of Information Act will be supported both in letter and spirit. NDBCI-NTF records are subject to ND Century Code section 44-04-17.1 through 44-04-32.

10. SAFETY

- A. Persons in the custody of the NDBCI-NTF, when being supported by NDNG transportation support, will remain the responsibility of NDBCI-NTF throughout the entire operation. Additionally, the NDBCI-NTF will use all legal and reasonable means, consistent with its policies and regulation, to ensure the safety and security of operations undertaken pursuant to this MOU.
- B. The NDNG and the NDBCI-NTF will share with one another, on a timely basis, any information which might have an effect upon security and safe completion of any mission undertaken pursuant to this MOU.
- C. The operation of aircraft constitutes a significant risk. Pilots in Command (PIC) are responsible for the aircraft and the lives of passengers and crew. In addition to other guidance on aircraft safety, the PIC will not fly into or land in known hostile fire areas and will ensure that passengers are instructed in the principles of aircraft safety. Aircraft will maintain a minimum safe distance from hostile elements (out of effective small arms range) when initially inserting law enforcement personnel into an operational area. Law Enforcement personnel are responsible for securing landing zones for operations.
- D. The Counterdrug Coordinator has overall responsibility for the health, welfare and safety of NDNG personnel. To this end, the CDC will ensure that:
 1. A CD Safety Officer or NCO is appointed and trained.

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2. Risk assessments are completed for all missions that include mission briefings outlining the controls to be utilized to reduce identified mission risks. An annual risk assessment is sufficient for operations that continue year round in one location with relatively stable routines. New assessments will be prepared whenever circumstances change and new risk factors are identified.
3. Risk management principles and standardized procedures are followed for all operations regardless of mission urgency.
4. Safety principles and procedures are integrated into all CD program SOPs, OPOORDs, OPLANs, and other directives, which include those topics set forth in NGR 500-2/ANGI 10-801, paragraph 4-3(6)

11. LAW ENFORCEMENT RESPONSIBILITY

- A. The NDBCI-NTF is responsible for the training of NDNG personnel in the proper methods and techniques required for the performance of any specialized duty pursuant to this MOU and for any other training needed by NDNG personnel to satisfy mission requirements. When the need for special training is identified, the "train the trainer" concept will be utilized as appropriate.
- B. The NDBCI-NTF is responsible for all acquisitions of warrants and permits.

12. FORCE PROTECTION AND RULES OF USE OF FORCE

A. ARMING OF TROOPS.

1. NDNG personnel will not be armed at anytime unless it is approved by the Adjutant General, provided the following criteria are met:
 - (a) Completion of a mission risk assessment to identify hazards that justify the arming of NDNG CD personnel as a force protection measure
 - (b) Only those NDNG CD personnel who are trained and currently qualified on the type of firearm to be carried may be armed
 - (c) All NDNG CD personnel who will be armed must be briefed on NDNG issued Rules for Use of Force by the Office of the Staff Judge Advocate prior to mission deployment
2. Arms and ammunition must be secured at all times in accordance with governing regulations and policies. Rounds will be chambered only on the order of the senior member present, in coordination with the NDBCI-NTF, except where exigent circumstances are present
3. Firearms will not be discharged from moving vehicles unless authorized under the Rules for Use of Force

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- B. USE OF FORCE. Use of force, including deadly force, must be "objectively reasonable." This means that any use of force must be what a reasonably prudent person would have done under the same circumstances. All use of force should comply with the official training received from the CDC and/or the NDBCI-NTF.
- C. USE OF DEADLY FORCE. Deadly force may be used only when it is objectively reasonable under the following circumstances: To protect yourself or others from imminent death or serious bodily harm.

13. OPERATION SECURITY

- A. Information gathered for or received from the NDBCI-NTF by members of the NG CD will be treated as law enforcement sensitive information and will be disclosed only to personnel authorized by the CDC.
- B. Personnel of both agencies are not to discuss or identify any individual or unit involved on operations. They are not to divulge the names of vessels, operational sites or their role in counterdrug support operations to anyone not directly associated with their chain of command.
- C. OPSEC briefings will be administered as part of operation briefings where appropriate or separately as required.

14. FUNDING

Normally, the activities described herein will be supported by the appropriated congressional funds provided through NGB for drug interdiction and support to law enforcement agencies and therefore no reimbursement is required. However, the loan of some type of equipment for the accomplishment of a special mission may incur funding obligations that must be authorized by the Adjutant General. In cases where reimbursement is required by Department of Defense regulations, funding issues will be discussed on a case-by-case basis in advance of approval by either party. This MOU is contingent upon NGB funding for current and subsequent fiscal years.

15. RELATIVE LIABILITIES OF THE PARTIES.

Liability coverage under the Federal Torts Claims Act (FTCA) is applicable to NDNG CD personnel engaged in the counterdrug operations serving in a Title 32 status. The negligent acts and/or omissions of NDNG personnel are covered by the FTCA as long as the service member acted within the scope of their assigned duties while performing authorized Counterdrug missions.

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16. TERMS OF AGREEMENT

- A. This MOU is effective when signed by all parties remains effective unless terminated by one or both of the parties here to. This MOU shall be reviewed by the parties here to annually ensure it meets support requirements. This MOU may be terminated by either party following 30 days advance written notice to the other party. It is expressly agreed that this MOU embodies the entire agreement between the parties regarding their affiliation, and no other agreement exists between the parties except as herein set forth.

- B. The individuals executing this document hereby certify that they are legally authorized to do so and to commit their respective agencies as detailed in this MOU. This MOU is subject to renegotiation between the parties when any governing law, regulation or support requirements change in any manner.

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NDNG COUNTERDRUG COORDINATOR
LTC David W. Hall

03 JAN 12
Date


DIRECTOR, ND BCI
Dallas L. Carlson

01/03/2012
Date


THE ADJUTANT GENERAL
Major General David A. Sprynczynatyk

03 JAN 12
Date