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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE WASHINGTON NATIONAL GUARD
WESTERN REGIONAL COUNTERDRUG TRAINING CENTER
AND
DRUG ENFORCEMENT ADMINISTRATION (DEA)**

1. PURPOSE: This memorandum sets forth policies, procedures and guidelines agreed to by the Washington National Guard, Counterdrug Program (hereinafter "National Guard") and the DEA (hereinafter "Agency") governing National Guard cooperation and support of the Agency's drug law enforcement operations pursuant to 32 U.S.C. 112 and other applicable federal and state statutes. This document governs the use of specific National Guard personnel, will be maintained at the National Guard Operations office, and is available upon request. The agreement must be approved and signed by The Adjutant General (TAG), Counter Drug Coordinator (CDC), and the supported Agency before support is provided.

2. AUTHORITY:

- A. National Guard Regulation 500-2/ANGI 10-801
- B. Washington National Guard Counterdrug School House Activity Plan
- C. Respective Legal Reviews
- D. 21 U.S.C. § 878 Powers of Enforcement Personnel.
- E. 21 U.S.C. § 873, Cooperative Arrangements and
- F. 28 C.F.R. § 0.100, General Functions
- G. CNGBI 3100.01A

3. PLANNED DEPLOYMENT OF PERSONNEL AND EQUIPMENT:

Personnel will be assigned to and work out of the DEA Quantico Office. It is clearly understood by both parties to this agreement that National Guard personnel are not sworn police officers and those personnel who are assigned to work with the Agency are assigned in a support role.

4. REPORTING:

- A. National Guard personnel will provide their headquarters statistical results on the number of students, courses and instructional hours.

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- B. The National Guard will maintain compliance with Intelligence Oversight and Operational Security on all reporting in accordance with NGR 500-2/ANGI 10-801.
- C. Information provided to the National Guard by the Agency will not be released to non DOD sources.

5. COMMAND AND CONTROL:

- A. National Guard personnel will be under the command and control of appropriate military authority. Personnel may be recalled for a mission of higher priority, necessary military training or deployments.
- B. National Guard personnel will be under the direct supervision of the supported agency for all assigned duties. National Guard members will also maintain a military chain of command through the National Guard. The military chain of command will take precedence at all times and will handle all personnel management processes.

6. SCOPE OF OPERATION:

- A. The National Guard will provide counterdrug support to DEA operating in a variety of approved training missions.
- B. Personnel engaged in counterdrug support activities for which federal funding is provided by (Title 32) 32 USC Sec 502(F) and 32 USC 112 must be acting in support of LEAs or Community Based Organizations (CBOs, as defined in NGR 500-2) where a valid counterdrug nexus exists.
- C. Approved missions that may be provided to the Agency will be IAW NGR 500-2 /ANGI 10-801 and the Washington National Guard School House Activity Plan.
- D. Duties will include but not limited to:
 - a. Curriculum development.
 - b. Course Instruction.
 - c. Coordinating and traveling with mobile training teams.
 - d. Liaison between DEA Training Academy and Western Regional Counterdrug Training Center.

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- e. Establish accreditation process and procedures in accordance with Federal Law Enforcement Training Academy standards for the five National Guard Counterdrug School Houses.
- f. Assist with coordination and establishment of contracted training courses.

7. FUNDING:

- A. Normally, the support and coordination provided by the National Guard, pursuant to this agreement, will be funded federally from 32 USC 112 and no reimbursement by the Agency will be required.
- B. In no case will the National Guard expend state resources on behalf of the Agency, except in emergency operations to ensure the protection of human life, without a reasonable expectation of funding by the federal government.
- C. Any funds expended by the Agency conforming Guard members to the standards expected of other employees employed by Agency (whether in relation to security concerns or professional expertise) will not be reimbursed by the National Guard, nor will the National Guard expend any resources beyond those normally expended by the National Guard to conform its members in such areas for any particular Agency.
- D. All National Guard support is subject to available funding.

8. FORCE PROTECTION RULES FOR USE OF FORCE:

- A. National Guard members should not be placed into situations that could be life threatening since they have not received the appropriate law enforcement training for this type of situation.
- B. National Guard members have the right to use force only if necessary to defend themselves or in the defense of others. The utilization of any step in the rules for use of force is authorized in extreme circumstances to protect law enforcement, military personnel or other persons from death or serious injury.
 - a. The member can only use the amount of force necessary to achieve self-protection or preservation.
 - b. Members are to use deadly force only if all lesser means of force have been exhausted or are unavailable, and will use only the minimum amount of force immediately necessary to defend against the unlawful use of deadly force and only if the risk of injury to innocent persons or bystanders is not increased by the use of deadly force.

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9. PUBLIC AFFAIRS:

- A. Information maintained, entrusted to, stored, collated, or collected by DEA and/or its law enforcement partners shall at all times be controlled and protected from improper disclosure or dissemination.
- B. When a request for information is received by the NG, before any information is gathered, reviewed, aggregated, and/or disclosed, the NG personnel are to seek approval from the DEA supervisor, or his/her designee. The DEA supervisor, or his/her designee, may also require that any final product prepared by NG personnel be submitted for review before it is disclosed or disseminated.
- C. Information provided in response to a request for information shall be limited to statistical or numerical data collection, general compilations, or generic aggregations of information. Any information provided shall be devoid of personally identifiable data, case-sensitive or classified information, investigative techniques or methods, and/or any identifiable information concerning or arising from an open case or pending prosecution, including matters that may be on appeal.
- D. Dissemination of Operational Information: The lead party for the dissemination of information will be the Agency and therefore members of the National Guard will refer all questions from the media to the Agency for reply. The National Guard public affairs office may provide guidance on issues specific to the National Guard as appropriate.
- E. Release of Personnel Information: Information released to the media concerning National Guard assistance to Agency or National Guard participation in drug law enforcement missions will be coordinated between the Agency and National Guard public affairs/information officers. Participating National Guard personnel or specific units will not be identified by name, address or photograph unless cleared through the CDC, who will be responsible for obtaining a release through applicable National Guard channels.
- F. Media Interaction: National Guard members in duty status will not be interviewed by the media without National Guard approval and consultation with the Agency.

10. RESPONSIBILITIES:

- A. National Guard will:
 - a. Ensure that National Guard personnel are given all necessary training and tools needed prior to assignment.

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- b. Support the Agency as agreed upon in the validated support request.

B. Agency:

- a. If requested, the Agency agrees to provide the CDC with a law enforcement after action report within five days after the completion of a particular operation.
- b. Different operations and missions may carry different security classifications and these may not correspond to the standard DOD security classification system. Therefore, the Agency will be responsible for classifying the operation and any information obtained and for making any public information releases. The National Guard desires to keep a low profile concerning media contact and information released. Any requests for release of National Guard information will be forwarded to the CDC for consideration.
- c. Will provide necessary training to National Guard personnel that is appropriate to the mission which is supported.
- d. Will brief and train members of the National Guard on any matters of security peculiar to the Agency to ensure that National Guard members do not inadvertently disclose information about their support roles with the Agency or any specific missions with which they are involved.
- e. The Agency will submit a request for support to the National Guard for approved counterdrug operations. These requests must be coordinated through the CDC on an annual basis.

11. RENEGOTIATION:

- A. National Guard personnel are initially deployed to support the Agency based upon specific requests for National Guard support to perform specific job skills in specific mission areas. Any deviation from the initial support request should be coordinated and approved in writing by the CDC.
- B. This agreement constitutes the entire agreement between the Agency and the National Guard. Any modifications, additions or deletions shall be in writing and signed by both parties. In the event any provision of this agreement shall be determined to be unenforceable, that provision shall be deleted from the agreement and this agreement shall remain in force.

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12. TERMINATION OF AGREEMENT:

- A. Agreement: This memorandum is in effect upon signature of both parties and will remain in effect until rescinded, revised or suspended by either party with 30 days written notice or revised in writing by mutual consent. Upon signature, this agreement supersedes any other previously signed agreement which is inconsistent with this agreement.
- B. Termination of Support: National Guard personnel will not be directed or permitted to conduct support activities that violate National Guard directives or guidance. Use of National Guard personnel contrary to this MOU or the applicable regulations is a basis for immediate termination of support.
- C. Agreements will terminate upon 30 days' notice by either party. Inclusion of an end date is not required merely because funds are appropriated on an annual basis.



BRET D. DAUGHERTY
Major General, WAARNG
The Adjutant General

Date: 5 MARCH 2019

WENDY C. WOOLCOCK
Special Agent in Charge
DEA Office of Training

Date: Wendy C. Woolcock 4-1-19



BRIAN R. BODENMAN
Lt Col, WA ANG
Counterdrug Coordinator

Date: 22 JAN 2019



MATTHEW W. COOPER
LTC, JA, WAARNG
Staff Judge Advocate

Date: 7 JAN 2019