

**MEMORANDUM OF UNDERSTANDING BETWEEN
UNITED STATES SPECIAL OPERATIONS COMMAND
AND
GRAND RAPIDS POLICE DEPARTMENT
FOR
WARRIOR CARE PROGRAM INTERNSHIP INITIATIVE**

This is a Memorandum of Understanding (MOU) between U.S. Special Operations Command (USSOCOM) and Grand Rapids Police Department. When referred to collectively, USSOCOM and Grand Rapids Police Department are referred to as the “Parties.”

1. PURPOSE: The purpose of this MOU is to set forth a cooperative understanding of support between USSOCOM and Grand Rapids Police Department in Grand Rapids, MN. The service and support provided herein will be on a non-reimbursable basis and the relationship will be guided by the following authorities:

1.1. 10 U.S. Code §1143, Employment assistance.

1.2. Department of Defense Instruction (DODI) 1322.29, Job Training, Employment Skills Training, Apprenticeships, and Internships (JEST-AI) for Eligible Service Members, January 24, 2014. DODI 1300.25, Guidance for the Education and Employment Initiative (E2I) and Operation WARFIGHTER (OWF), March 25, 2013.

1.3. Secretary of Defense Memorandum, U.S. Special Operations Command Authority to Implement Employment Skills Training Programs under Fiscal Year 2012 National Defense Authorization Act (NDAA), June 29, 2012.

1.4. DODI 4000.19, Support Agreements, December 16, 2020.

2. BACKGROUND:

2.1. The USSOCOM Warrior Care Program (WCP) Internship Initiative was implemented to mutually benefit Special Operations Forces (SOF) Service Members (SMs) and the company. The WCP Internship Initiative was designed to benefit the company by providing a recruitment tool for top leadership talent. SOF SMs embody leadership skills that exceed the skills and abilities of the civilian population due to their unique training. The USSOCOM Warrior Care Program Internship Initiative also provides interaction between the Intern and the Grand Rapids Police Department on projects of mutually beneficial interest.

2.2. The Grand Rapids Police Department (GRPD) is a full-service law enforcement agency in Grand Rapids, Minnesota, with a mission to build trust and legitimacy through community policing and transparent, accountable service. Grand Rapids Police Department is offering to provide an unpaid developmental internship under the DODI - JEST-AI or OWF to

provide educational experience and learning opportunities that will enable them to develop their technical skills and business knowledge, to expand their understanding of the company, and to learn about different career paths that may be available.

3. SCOPE: This MOU clarifies services and support that USSOCOM and Grand Rapids Police Department will seek to provide in order to ensure the success of this internship and further outlines general areas of understanding.

4. RESPONSIBILITIES OF THE PARTIES: Administration of this understanding shall not create any obligations of appropriated or non-appropriated funds available to USSOCOM.

4.1. USSOCOM will:

4.1.1. Identify SMs for potential participation in the Internship Initiative based on the following criteria:

4.1.1.1. Enrollment in the USSOCOM WCP;

4.1.1.2. Have at least 180 days of active duty service (note that SMs may be subject to early termination of service or discharge without USSOCOM's knowledge);

4.1.1.3. Able to provide transportation for him or herself to and from the location of the internship.

4.1.2. Along with the Company, advise the Intern of his or her responsibilities regarding participation in the Internship.

4.1.3. The USSOCOM WCP will add the following statement to their print or digital materials concerning their MOU with the Company: "Appearance of a non-Department of Defense (DOD) entity's name does not constitute an endorsement by U.S. Special Operations Command Warrior Care Program-Care Coalition, U.S. Special Operations Command or the DOD."

4.2. The Company Intends To:

4.2.1. Make any final decision about the assignment of a SM to the Company as an Intern;

4.2.2. Along with USSOCOM, advise the Intern of his or her responsibilities regarding participation in the Internship Initiative, including expected professional conduct (including dress code) and the requirement to follow the rules and standards set by Grand Rapids Police Department and USSOCOM;

4.2.3. Provide the Intern meaningful professional work experience that supports the intent of the Warrior Care Program Internship Initiative, as described above. Grand Rapids Police Department will make reasonable efforts to ensure the Intern is provided with exposure to varied tasks and experiences within the organization;

4.2.4. Provide quality supervision of the Intern during the Internship and will report periodically to USSOCOM on the Intern's performance, as may be mutually agreed;

4.2.5. Provide input to USSOCOM upon completion of the Internship or as requested by USSOCOM;

4.2.6. Follow USSOCOM policies on media releases and publicly available information of its Intern, which includes USSOCOM WCP's pre-publication review and approval of any public release pertaining to the Intern and the WCP;

4.2.7. The Company will add the following statement to their print or web materials concerning their MOU with the USSOCOM WCP: "The appearance of U.S. Special Operations Command Warrior Care Program-Care Coalition, U.S. Special Operations Command or the DOD does not constitute Grand Rapids Police Department endorsement" and

4.2.8. Ensure the Intern is not assigned to any position which would require the Intern to act as the Company's agent before the federal government or involve performance of government contract requirements by the Intern.

4.2.9. USSOCOM Sensitive Unit Designation Policy; the names and personal information of individual assigned to the internship program must be withheld from the public, in response to FOIA requests. IAW Title 10 U.S. Code (USC) 130 (b), this includes telephone numbers and emails addresses, as well. All lists of USSOCOM personnel to include rosters in both electronic and paper format must be marked Controlled Unclassified Information ("CUI"), safeguarded as such and not released outside of DoD or the internship program.

4.3. Both Parties agree:

4.3.1. Internships will be scheduled for a period of up to 179 days and may be extended based on the mutual agreement of the Company, USSOCOM, and the SM. Internships are unpaid and are no cost to the Government. USSOCOM may find it necessary to terminate the internship prior to 179 days as a result of medical discharge, reassignment, or other unforeseen reasons. USSOCOM has limited influence over the Integrated Disability Evaluation System (IDES) process;

4.3.2. Grand Rapids Police Department recognizes that the SM may be required to participate in medical appointments and other activities required to complete the IDES process and any other directed military duties by the SM's chain of command. All such requirements take precedence over internship duties. In such an event, the SM and/or USSOCOM will provide as much advance notice to the company as possible so that the Company can plan accordingly. The geographical location of the internship, including unpaid temporary travel, will be designed to facilitate the Intern completing all required appointments scheduled pursuant to the IDES, medical, and military processes;

4.3.3. During the course of this internship, the SM's official place of duty will be at Grand Rapids Police Department designated location, unless otherwise agreed to voluntarily by the SM intern;

4.3.4. There will be ongoing, open communication between the WCP and the Company to ensure understanding of the expectations and roles of the parties in providing a meaningful experience for the Intern;

4.3.5. Either USSOCOM or Grand Rapids Police Department may dismiss the Intern from the Internship if, in the opinion of either Party, the Intern is not meeting applicable requirements or is not being utilized consistent with the goals of the Internship Initiative. Prior to dismissing the Intern, USSOCOM and the Company may confer and try to resolve any issue(s);

4.3.6. USSOCOM, Company, and SM understand that participation in the Internship Initiative does not guarantee or imply that the SM will be offered a paid position with the Company upon his or her release from active duty or upon completion of the Internship;

4.3.7. Consistent with Title 18, U.S. Code §205, the Intern will not act as an agent for Grand Rapids Police Department before any agency or department of the United States;

4.3.8. USSOCOM and the Company may provide public release of establishment of this MOU on websites and public releases. USSOCOM does not allow use of its logos or emblem by the Company and must approve any website or public release prior to publication or distribution. USSOCOM will ask for permission for use of Company's logo or emblem prior to use.

4.3.9 While traveling, as required, for the internship, the intern remains subject to the Joint Travel Regulations and cannot accept reimbursement or payment of travel costs beyond the GSA rate for per diem and cannot accept upgraded travel. The company understands that USSOCOM does not provide funding for any travel associated with or required by the internship and that these costs are at the SM or company's expense.

5. PERSONNEL: For purposes of the Fair Labor Standards Act, this is not an unpaid internship. The DOD is responsible for paying the Interns' ongoing base salary, bonus (if applicable), and other forms of payment. The SM is not and will not be Grand Rapids Police Department employee, agent or contractor during the program. As such, the SM will remain an employee of DOD and be eligible for all benefits, including workers' compensation, from DOD. The Intern will not receive any form of compensation or benefits from the Company.

6. GENERAL PROVISIONS:

6.1. POINTS OF CONTACT (POC): The following POCs will be used by the Parties to communicate in the implementation of this MOU. Each Party may change its point of contact upon reasonable notice to the other Party.

6.1.1. **For USSOCOM WCP-CC:**

6.1.1.1. **Primary POC:** Chief, Career Transition Section, WCP, Office: 813-826-0973.

6.1.1.2. **Alternate POC:** Career Transition Assistant, Career Transition Section, WCP, Office: 813-826-4708.

6.1.2. **For Grand Rapids Police Department:**

6.1.2.1. **Primary POC:** Kevin Ott, Police Captain, 218-326-3464, kott@grandrapidsmn.gov

6.2. **REVIEW OF AGREEMENT:** This MOU will be reviewed in its entirety triennially on or around the anniversary of its effective date. This MOU will automatically expire after 3 years of the last date the MOU is signed.

6.3. **MODIFICATION OF AGREEMENT:** This MOU may only be modified by the written agreements of the Parties, duly signed by their authorized representatives. Amendments to this MOU necessitated by administrative or organizational changes shall not require renegotiation of this MOU and will be implemented following coordination between the parties.

6.4. **DISPUTES:** Any disputes relating to this MOU will, subject to any applicable law, Executive Order, Directive or Instruction, be resolved by consultation between the Parties or in accordance with DODI 4000.19.

6.5. **TERMINATION OF AGREEMENT:** This MOU may be terminated at any time by the Parties.

6.6. **ENTIRE AGREEMENT:** It is expressly understood and agreed that this MOU embodies the entire agreement between the Parties regarding the MOUs subject matter.

6.7. **EFFECTIVE DATE:** This MOU takes effect on the day after the last Party signs.

6.8. **EXPIRATION DATE:** This MOU will automatically expire after 3 years of last signature received, unless the MOU is terminated by either party before the 3 years.

6.9. **RECORDS:** There are three copies of this MOU; one copy is maintained by each Party and one copy is maintained by the assigned Intern.

Agreed:

For USSOCOM

For Grand Rapids Police Department

JAMES C. BOISSELLE

Tasha Connelly

SES

Mayor

Director, Command Support

Grand Rapids Police Department

Date

Date