

MEMORANDUM OF UNDERSTANDING

between

THE DEPARTMENT OF THE INTERIOR

and

THE NEVADA NATIONAL GUARD

Article I. Purpose

This Memorandum of Understanding (MOU) prescribes the procedures and guidelines for cooperation and support between the Department of the Interior (DOI) and the Nevada National Guard.

Article II. Authority

This support Agreement is entered into by the National Guard, pursuant to authority contained in National Guard Regulation 500-1 and Air National Guard Regulation 55-04. The Department of the Interior enters into this Agreement under 43 U.S.C. Section 1733, Authorizing the Secretary of the Interior to enforce...federal laws and regulations...relating to the public lands or resources.

Article III. Definitions

The term Department of the Interior (DOI) encompasses all subordinate bureaus, services, and offices to include the Bureau of Land Management, National Park Service, Bureau of Indian Affairs, Fish and Wildlife Service, Bureau of Reclamation, Bureau of Mines, Office of Surface Mining, United States Geological Survey, Minerals Management Service, and the Office of the Secretary.

The term bureau includes any major component of the Department of the Interior such as National Park Service, Fish and Wildlife Service, Bureau of Land Management, United States Geological Survey, Bureau of Indian Affairs, etc.

The term Nevada National Guard includes the Nevada Army National Guard and the Nevada Air National Guard.

Article IV. Program

The Department of the Interior has the authority for drug law enforcement activities on the Public Lands under the Secretaries initiative on drugs. The National Guard has the authority to support these actions under National Guard Regulations.

The Department of the Interior manages 506 million acres, approximately 69% of the Federal lands in the United States, and it is within the context of this responsibility that drug law enforcement operations are conducted with other governmental agencies to effect economies, maximize efficiency, and promote the goal of drug-free public lands. Such actions are compatible with mandated and discretionary authorities provided by executive decision and Congressional authorizations.

Due to the roadless expanse of the public lands, aerial surveillance and aircraft support are the primary

tools in interdicting and eradicating drugs. Because of the need for operational security in drug law enforcement missions, the use of Government owned/operated aircraft is essential and consistent with program requirements.

1. The National Guard is a reserve component of the Armed Forces. All missions described within the memorandum will be accomplished when the personnel of the Nevada National Guard are not in Federal Service and are:

- a. Under state active duty in compliance with appropriate state laws and regulations; or
- b. Under Title 32 U.S. Code while performing normal training missions or additional duty over and above normal training.

National Guard aviation support missions may include:

- (1) Transporting DOI personnel for the purpose of locating and interdicting illicit drug activities.
- (2) Transporting contraband in the custody of DOI law enforcement agents from the public and Indian lands.
- (3) Training flights to improve coordination and tactical capabilities of DOI and National Guard participants.
- (4) Conduct photo recon and interpretation missions relating to domestic drug production

Article V. Procedures

Procedures defined in the National Guard Regulations shall be incorporated into Article V of this MOU. Additionally, the following procedures shall be followed:

1. The DOI bureau concerned will contact the Military Support Officer at (702) 887-7242, AV: 830-5242, FAX: (702) 887-7246 or in his absence, the Counter Narcotics Officer at (702) 887-7316, AV: 830-5316, FAX: (702) 887-7246 for all activities to be conducted under this MOU. The Bureau person making these contacts will be the Bureau Chief Law Enforcement Officer.
2. Notice of intended missions will be forwarded to the National Guard as far in advance as possible. DOI bureau law enforcement personnel will attempt to project anticipated support requirements so as to permit their inclusion in the National Guard Annual State Drug Support Plan.
3. Normally, joint DOI bureau/National Guard pre-mission planning will be accomplished at least 72 hours prior to a mission. The DOI bureau will provide a manifest of all DOI employees who will be on the aircraft. The manifest will contain each person's full name and Social Security Number. The DOI bureau will assure that all persons are essential to the mission. National Guard will maintain complete authority for crew assignment. The manifest will be handled as official use only and will not be given out to anyone without a need to know priority.
4. A DOI-sponsored participant who is not a DOI employee and considered essential for successful mission completion must be pre-approved by the National Guard before flying on Guard aircraft.
5. The National Guard will brief DOI participants flying in National Guard aircraft on: location and use of safety equipment, crash procedures, and emergency egress procedures.

6. DOI bureaus will limit requests for National Guard support to those instances where there is an overriding concern for operational security (confidentiality) or when civilian aircraft are unavailable.

7. DOI bureaus will not request aircraft support for administrative point-to-point flights.

8. When transporting DOI personnel, the National Guard will assure the Pilot-In-Command has a minimum of 500 hours pilot time experience. If available National Guard pilot personnel are unable to meet this requirement, the National Guard will refuse the mission request.

9. Mission aircraft will maintain radio contact at all times with some agency or entity which can provide flight following services. DOI personnel assigned to aircraft should be provided with DOI sources communications.

10. No night landings at unimproved landing sites will be made unless the landing site has been surveyed by the National Guard during the day. This includes unaided night and night vision goggles (NVG) missions.

11. Ammunition will not be locked and loaded in weapons carried in the aircraft. Weapons will not be fired from the aircraft.

12. Publicity releases and news releases involving activities under this MOU will not be initiated by either party unless mutually agreed upon.

13. In case of an aircraft accident, the military will conduct the accident investigation and the Office of Aircraft Services, Department of the Interior will provide an investigator to assist and provide liaison to the military investigating team, as required.

14. The National Guard will coordinate directly with Department of the Interior, Office of Aircraft Services, when communicating information pertaining to agreement policy revisions, program recommendations, or management concerns regarding implementation of the agreement.

15. Upon completion of a Support Mission, DOI Lead Agent will submit the required after action reports to the Nevada National Guard's Counter Narcotics Officer.

16. The loan of National Guard equipment and special mission requests will be in accordance with current National Guard policies, procedures and regulations.

Special Procedures

National Guard procedures for accomplishing these missions will be defined in appropriate directives or other publications. National Guard personnel will not conduct law enforcement duties such as arrests, searches and seizures unless authorized by state law.

Informal coordination will be maintained with designated Nevada National Guard contact. The Nevada National Guard central point of contact. The Nevada National Guard central point of contact will be the Plans, Operations, and Military Support Officer, (702) 887-7200.

Article VI. Reimbursement

Missions approved in the National Guard State Drug Support Plan do not require DOI reimbursement. Other missions (unprogrammed) approved by DOD/NGB and the State Adjutant General may require reimbursement. When reimbursement is required, rates for aircraft will be as prescribed by the State

Adjutant General, but will not exceed rates prescribed in the DOD aircraft reimbursement rate schedule.

Reimbursement actions, when required, will be in accordance with the following procedures:

1. Form OAS-23, Aircraft Use Report, will be accomplished according to instructions provided. Questions regarding preparation of Form OAS-23 may be answered by Mr. Cliff Dalzell, telephone 208-389-2759.
2. DOI will supply Form OAS-23 in sufficient quantity to the National Guard.

Article VII. Amendment, Agreement Period, and Termination

This Memorandum of Understanding shall become effective upon the signature of all involved parties and remains in effect until terminated. Any party may terminate this Agreement upon presentation of a written notice to the other party. The provisions of this MOU may be amended at any time upon mutual agreement of both parties.

APPROVED:

Department of the Interior
Office of Aircraft Services
By: /s/ Robert L. Peterson
Title: Director
Date: August 19, 1991

Nevada National Guard

By: /s/ Drennan A. Clark
Title: The Adjutant General
Date: No date