

**FOR OFFICIAL USE ONLY**

**APPENDIX 2, ANNEX M MOU (DOI) JOINT COUNTER-DRUG SUPPORT PLAN 1-91, HQ  
TENNESSEE NATIONAL GUARD**

**MEMORANDUM OF UNDERSTANDING**

**among**

**THE TENNESSEE NATIONAL GUARD,**

**THE GOVERNOR'S TASK FORCE FOR MARIJUANA ERADICATION**

**AND**

**THE DEPARTMENT OF THE INTERIOR**

**Article I. Purpose**

This memorandum sets forth the policies and procedures agreed to by The Adjutant General of Tennessee, the Governor's Task Force for Marijuana Eradication (GTFME), State of Tennessee, and the Department of the Interior, regarding the gathering and sharing of information, concerning drug trafficking and illicit marijuana production sites in the State of Tennessee, which is acquired by the Tennessee National Guard during training missions and the provision of operational support by the National Guard at the request of the GTFME in drug trafficking and illicit marijuana production cases.

**Article II. Authority**

This support Agreement is entered into by the Tennessee 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 GTFME includes the Tennessee Bureau of Investigation, Tennessee Alcoholic Beverage Commission, Tennessee Department of Safety and the Tennessee Wildlife Resource Agency.

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

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.

#### **Article IV. Program**

The Department of the Interior has the authority for drug law enforcement activities on the Public Lands under the Secretary's 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.

The National Guard is a reserve component of the armed forces. In a non-federalized status the National Guard is commanded by the Governor of their respective State and not subject to the provisions of the Posse Comitatus Act. DOD/NGB policy pertaining to the use of National Guard resources in a support role are contained in National Guard Regulation and Air National Guard Regulation.

#### **Article V. Policies and Procedures**

1. The DOI bureau concerned will contact the Governor's Task Force for Marijuana Eradication (GTFME), State of Tennessee ATTN: Mr. Bernie Redd or in his absence, Mr. Jim Higdon or MAJ John McCord 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 GTFME 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 21 days 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.
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. Flight following will be provided on all flights.

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. In performing normal training missions, Tennessee National Guard Support shall include:

a. Aerial surveillance missions designed to detect sites utilized to cultivate marijuana and airfield strips suspected of being utilized in the smuggling of drugs, and the reporting of this information thru the GTFME to DOI.

b. The insertion of DOI agents into otherwise inaccessible domestic marijuana fields utilizing helicopters.

16. In performing above-normal training requirements (Title 32) Tennessee national Guard support shall include:

a. Additional aerial surveillance missions designed to detect sites utilized to cultivate marijuana and airfield strips suspected of being utilized in the smuggling of drugs.

b. Provide helicopter assistance in removal of marijuana plants for proper disposition.

c. Conduct tactical intelligence collection on suspected unimproved airfields, drop sites, and waterways jointly with the DOI for appropriate law enforcement response.

d. Information gathered by members of the Tennessee National Guard will be treated in the same manner as classified military information and will be given only to authorized personnel on a need-to-know basis.

e. Commander, Army Aviation Support Facility, Smyrna, and Knoxville Tennessee, will be responsible to furnish the Headquarters, Tennessee National Guard, ATTN: AGTN-POMS, through State Aviation Officer, a copy of all correspondence and gathered information in a timely manner.

f. The Tennessee GTFME will be the office of record for relevant information gathered by the Tennessee National Guard during missions. The information will be prepared in one copy only which will

be given to the Tennessee GTFME at the conclusion of each mission. The National Guard will provide gathered information to the Tennessee GTFME without delay, at the completion of each mission.

g. The Tennessee GTFME shall perform support function for any law enforcement activities required, such as drug interdiction, seizure, transportation (with helicopter assistance provided by the National Guard as necessary), or destruction, or related arrests.

h. The Tennessee GTFME will provide on a timely basis, to the Tennessee National Guard, information concerning methods and procedures for detecting production and distribution of illegal drugs in Tennessee.

i. Expanded missions on the part of the Tennessee National Guard, such as interdiction, seizure, or destruction of drugs, must be performed while in Title 32 status. Each agency will bear its own cost for operation from the present time through September 30, 1991. After September 1991, the terms of any subsequent agreement will be renegotiated by the parties.

j. Requests for Tennessee National Guard assistance beyond the terms of this agreement will be made directly to the Adjutant General, State of Tennessee.

#### **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: July 31, 1990

Tennessee National Guard

By: /s/ Carl D. Wallace  
Major General, TNARNG  
Title: The Adjutant General  
Date: July 5, 1990

Governor's Task Force for Marijuana Eradication

By: /s/ J. Bernard Redd, State Coordinator

Date: July 24, 1990