

MEMORANDUM OF UNDERSTANDING

between

THE DEPARTMENT OF THE INTERIOR

and

THE UTAH 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 Utah National Guard.

Article II. Authority

This support Agreement is entered into by the Utah National Guard, In Accordance with (IAW) their yearly operational plan, Section 112 of title 32, U.S.C., and Article 1, Section 8, Clause 16, U.S.C. 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 Utah National Guard includes the Utah Army National Guard and the Utah Air National Guard.

Article IV. Program

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 Utah National Guard in a non-federalized (Title 32) status is under the control of the Governor of Utah and not subject to the provisions of the Posse Comitatus Act, 18 USC 1385. The DOD/NGB policy

pertaining to the use of National Guard resources in a support role are contained in Army National Guard Regulation 500-2 and Air National Guard Regulation 55-X.

Approved Utah National Guard aviation support missions may include:

Article V. Procedures

- (1) Ground Reconnaissance or Mobile Patrols
- (2) Ground Surveillance (Drug Interdiction)
- (3) Surface Transportation Support
- (4) Aerial Reconnaissance (Marijuana Eradication)
- (5) Aerial Surveillance (Drug Interdiction)
- (6) Aerial Transportation Support
- (7) Ground Radar Support (Includes Security)
- (8) Cargo Inspection (In and Out Bound) Includes Cargo, Vehicles, Air/Watercraft, Baggage, Mail
- (9) Training Program (NG & LEA)
- (10) Aerial Photo Reconnaissance (RF-4C & OV-1D)
- (11) Coordination, Liaison, & Management
- (12) Marijuana/Drug Lab Eradication/Detection
- (13) Film Processing for Photo Reconnaissance
- (14) Admin, Information, ADP, Log and Maint Support
- (15) Engineer Support
- (16) Aerial Interdiction Support

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 Utah Department of Safety or in his absence, The Utah Division of Investigation 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 Utah 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 Utah National Guard Annual State Drug Support Plan.

3. Normally, joint DOI bureau/Utah 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.

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 Utah 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 Utah 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 Utah 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 Utah 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 Utah 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. The DOI and/or its agencies agrees to identify and hold the Utah National Guard, and any of its members or agents, wholly harmless from any damages, costs and expenses (including: attorney's fees and other costs of defense), demands or suits by any person or persons, arising out of any acts or omissions by the DOI and/or its agencies its agents or employees.

Article VI. Reimbursement

Missions approved and funded in the Utah National Guard State Drug Support Plan and other unprogrammed missions approved by DOD/NGB and the State Adjutant General do not require DOI reimbursement. If an approved mission is unfunded the mission could be reimbursed IAW NGB-500-1. 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: October 30, 1991

Utah National Guard

By: /s/ MG John L. Matthews
Title: The Adjutant General
Date: October 25, 1991