



## MEMORANDUM OF UNDERSTANDING

### BETWEEN THE

DRUG ENFORCEMENT ADMINISTRATION, THE U.S. FOREST SERVICE,  
THE CIVIL AIR PATROL, INC., AND THE U.S. AIR FORCE

#### A. Purpose:

The purpose of this Memorandum of Understanding (MOU) is to define and establish methods for cooperation between the Drug Enforcement Administration (DEA), the U.S. Forest Service (USFS), the Civil Air Patrol, Inc., (CAP), and the Civil Air Patrol- United States Air Force (CAP-USAF). This amendment replaces the original agreement signed 19 April 1989.

#### B. Authority:

The agencies are authorized to enter this Memorandum under 16 U.S.C. 559(b)-(g), 16 U.S.C. 551, and 10 U.S.C. 9441.

#### C. Mission Description:

CAP agrees to provide aircraft, aircrews, and other personnel for aerial missions to assist DEA/USFS in detecting illicit drug activities within National Forest System lands for USFS, and within the United States, its territories, and possessions for DEA, in accordance with 16 U.S.C. 559(b)-(g) and 16 U.S.C. 551.

1. Missions: All missions under this MOU are flown by CAP as noncombat missions of the Air Force during which CAP, for civil liability purposes, is deemed to be an instrumentality of the United States under 10 U.S.C. 9441. A mission number that invokes this instrumentality status must accompany each CAP mission in support of DEA/USAF. CAP-USAF authorizes CAP to issue mission numbers to DEA for DEA and USFS use of CAP as appropriate. The prohibitions against Air Force involvement in civil law enforcement activities are applicable to CAP members during the performance of missions contemplated under this memorandum.
2. Limitations: Missions performed under this MOU are limited as followed:

- (a) CAP's participation with DEA/USFS is restricted to aerial reconnaissance, transportation, and communications support.
- (b) CAP may engage in the reconnaissance of property but may not engage in the surveillance of persons.
- (c) CAP members may not be deputized and will not be armed while supporting this mission. CAP members may not participate in arrest or detention procedures, or search and seizure of evidence. CAP cadets and ground teams will not participate in any mission.
- (d) Federal agency personnel, and state and local law enforcement officials are authorized to fly aboard CAP aircraft in support of missions under this MOU in accordance with their agency regulations and policies.
- (e) Prior to engaging in operational missions under this MOU, CAP members must receive an orientation briefing on the nature and potential dangers of the mission and responsibilities and restrictions for carrying out the mission. Each member must sign a statement of understanding/nondisclosure as to the nature of such missions.
- (f) DEA/USFS reserves the right to screen and approve or disapprove CAP members who apply to engage in such missions. Rescreening may be required by DEA.
- (g) CAP support is provided only "if available" as determined by the local CAP wing commander. Actual emergency services and other Air Force missions have priority over missions flown pursuant to this MOU.

D. Command and Control:

Command and control of CAP resources remain within CAP at all times. Flight operations will be conducted in accordance with CAP directives. Any party to this MOU may suspend a mission in the event unsafe operational conditions exist.

E. Coordination:

1. Supporting CAP forces shall be identified/established with DEA.
2. The parties to this agreement will coordinate all matters pertaining to this agreement and matters affecting routine missions through the following points of contacts: HQ CAP-USAF/XO, Maxwell AFB, AL; DEA State and Local Programs Section, Enforcement and Investigations, Washington D.C.; HQ CAP/DOC, Maxwell AFB, AL, and Law Enforcement and Investigations, USFS, Washington D.C. Copies of all correspondence and reports will be furnished to all points of contact listed in this MOU.
3. HQ CAP/DOC will issue USAF mission numbers to DEA on an as needed basis. DEA must approve the use of CAP resources and assign the mission number before any mission is launched. These mission numbers, assigned by the DEA and USFS are for operational missions only. Training missions must be approved and issued by HQ CAP/DOC.

F. USFS:

When deemed in the public's interest, the appropriate USFS officials shall authorize CAP by a special use permit to place communications repeaters on USFS towers and other suitable locations and waive

commercial special use fees for these permits.

**G. Reimbursement:**

1. The service and equipment specified in the memorandum will be provided by the CAP under the sponsorship of the USFS. CAP members will be reimbursed in accordance with CAP Regulation 173-3. CAP shall be reimbursed with funds appropriated for CAP counterdrug missions for the following expenses in support of DEA/USFS missions:
  - (a) Fuel and oil (aviation and vehicle gas)
  - (b) Commercial communications expenses
  - (c) Aircraft Maintenance
  - (d) Per Diem and travel
  - (e) Administrative expenses
  - (f) Required mission equipment
2. If DEA/USFS request CAP support in fiscal years when Congress has not provided funds identified for CAP counterdrug missions, DEA/USFS agree to reimburse USAF for expenses listed in paragraph F. 1. above. In this event: (a) CAP will provide DEA/USFS with 60 days notice of the funding requirement; (b) DEA will confirm the USFS missions and forward those requests for reimbursement for those missions to USFS for payment. USFS personnel will execute form AD-672 to reimburse necessary expenditures as described above.

**H. Claims:**

All Federal Tort Claims Act (FTCA) claims arising out of mission for which CAP has issued mission numbers to DEA will be processed by DEA in accordance with its administrative claims procedures, while all FTCA claims arising out of missions for which CAP has issued mission numbers to USFS will be processed by USFS in accordance with its administrative claims procedures. All Federal Employees Compensation Act (FECA) claims by CAP members will be processed through HQ CAP-USAF/JA.

**I. Principal Contacts:**

USDA-Forest Service  
Director  
Law Enforcement and Investigations  
USDA Forest Service  
1621 N. Kent St. Rm. 1015  
Arlington, VA 22209  
(703)-235-3426

HQ CAP/DOP  
Chief, Counter Drug Plans  
2451 Eisenhower Ave, Suite 748  
Alexandria, VA 22331-0010  
(703) 325-7384

Drug Enforcement Administration  
DCESP Coordinator  
State and Local Programs  
700 Army Navy Drive  
Arlington, VA 22202  
(202)-307-89 18

HQ CAP-USAF/XO  
Director of Operations, CAP-USAF  
105 5. Hansell street  
Maxwell AFB, AL 36112-6332  
(334)-953-7467

**J. Participation in Similar Activities:**

This Memorandum in no way restricts the USFS or the other cooperators from participating in similar

agreements or arrangements with other public or private agencies, organizations, and individuals as authorized by law.

**K. Restriction for Delegates:**

Pursuant to Section 22, Title 41, United States Code, no member of Congress shall be admitted to any share or part of this agreement, or any benefits that may arise therefrom.

**L. Non-Fund Obligor Document**

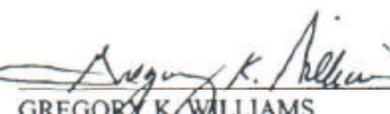
This instrument is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contact or agreement for training or other services must fully comply with all applicable requirements for competition.

**M. Effective Date and Termination Procedures:**

This revised MOU shall be effective from the date it has been signed by representatives of all parties. Any party may terminate this MOU by providing a written notice 60 days in advance to the other parties. The provisions of this MOU may be amended at any time upon mutual agreement of the parties.

  
\_\_\_\_\_  
JAMES C. BOBICK  
Brigadier General, CAP  
National Commander

Date

  
\_\_\_\_\_  
GREGORY K. WILLIAMS  
Chief of Operations  
Drug Enforcement Administration

Date

  
\_\_\_\_\_  
DENNIS B. PARKHURST  
Colonel, USAF  
Commander, CAP-USAF

Date

  
\_\_\_\_\_  
MIKE DOMBECK  
Chief  
USDA Forest Service

Date