



# GEORGIA

DEPARTMENT OF NATURAL RESOURCES

## LAW ENFORCEMENT DIVISION

MARK WILLIAMS  
COMMISSIONER

EDDIE HENDERSON  
COLONEL

July 3, 2014

Donald Triplett III  
MuckRock News  
DEPT MR 12281  
PO Box 55819  
Boston, MA 02205-5819

Dear Mr. Triplett:

Your open records request dated June 24, 2014, and received on June 30, 2014, requesting any and all copies of written correspondence, contracts, agreements between agencies, budgets, investigative reports, press releases, digital media (photos, videos, etc.) and internal investigative documents related to "Operation Something Bruin" has been forwarded to me for response.

In response to your request, I have included copies of the following:

- Memorandum of Understanding between the GA DNR and the USFWS
- Press release

As to investigative reports and digital media (photos, videos, etc.), some of these items are exempted from release. They are investigative reports on cases that have not been adjudicated. They are distinguishable from incident reports and thus not required to be disclosed (OCGA § 50-18-72(a) (4)). The adjudicated investigative reports are not stored separately from those awaiting trial. It would take approximately 40 hours for an investigator to accurately go through each investigative report, photo and video to determine if they could be released and then duplicate them.

I have attached a sample invoice for the collection of records. Please inform Lt. Sam O'Neal at (770) 918-6414 if you would like to proceed with providing the material you have requested.

Please let me know if I can be of further assistance.

Sincerely,

Colonel Eddie Henderson  
Director of Law Enforcement



IN SIMPLY REFER TO:

# United States Department of the Interior

FISH AND WILDLIFE SERVICE

1875 Century Boulevard

Atlanta, Georgia 30345

**MEMORANDUM OF AGREEMENT**  
for Cooperative Law Enforcement  
between the  
U.S. Fish and Wildlife Service  
and  
Georgia Department of Natural Resources

This Memorandum of Agreement is a cooperative agreement entered into under authority of the Fish and Wildlife Revenue Enhancement Act of 1998, 16 U.S.C. Section 7421 (b) and under the Authority of the State of Georgia, between the U.S. Fish and Wildlife Service, hereinafter "Service" or "Chief, Office of Law Enforcement," and the Georgia Department of Natural Resources, hereinafter "Department of Natural Resources."

Whereas, the Congress of the United States and the Georgia State Legislature have found that the protection and conservation of fish, wildlife, and other natural resources is in the best interest of the public and have enacted various laws to provide for the protection and conservation of wildlife and native plants.

Whereas, the United States Congress has given the Secretary of the Interior the authority to enforce certain laws dealing with the protection and conservation of fish, wildlife, and other natural resources and this authority has been delegated to the Director of the Service and to certain qualified individuals.

Whereas, the Service and the Department of Natural Resources recognize that mutual benefits will accrue to the law enforcement efforts of each by entering into a Memorandum of Agreement to share law enforcement expertise, training, intelligence information, specialized equipment, funding, and facilities, and to designate law enforcement officers to efficiently enforce all laws administered by the Service and the Department of Natural Resources relating to fish, wildlife, and other natural resources.

Whereas, the Service has determined that it is necessary and appropriate to utilize certain officers, services, and facilities of the Department of Natural Resources to assist in providing effective enforcement of Federal and State laws on the lands and waters within the jurisdiction of Department of Natural Resources.

Whereas, the Department of Natural Resources has determined that it is necessary and appropriate to utilize certain officers, services, and facilities of the Service to assist in providing effective enforcement of Federal and State laws on the lands and waters within the jurisdiction of the Department of Natural Resources.

Therefore, the parties agree that:

A. Delegation of Federal Authority

(1) The Chief, Office of Law Enforcement hereby delegates to the Department of Natural Resources the authority to enforce the following Federal laws dealing with the protection and conservation of fish, wildlife, and natural resources of the United States and regulations that are issued pursuant thereto and are within the limitations of and subject to the jurisdiction of the laws of the United States, and occurring within the State of Georgia.

Airborne Hunting Act (16 U.S.C. 742j-1)

Archaeological Resources Protection Act (16 U.S.C. 470aa-11)

Bald and Golden Eagle Protection Act (16 U.S.C. 668-668d)

Endangered Species Act (16 U.S.C. 1531-1544)

Fish and Wildlife Recreation Act (16 U.S.C. 460k-460k-4)

Lacey Act and Lacey Act Amendments of 1981 (18 U.S.C. 42, 16 U.S.C. 3371-3378)

Marine Mammal Protection Act (16 U.S.C. 1361-1384, 1401-1407)

Migratory Bird Hunting and Conservation Stamp Act (16 U.S.C. 718-718k)

Migratory Bird Treaty Act (16 U.S.C. 703-712)

National Wildlife Refuge System Administration Act (16 U.S.C. 668dd-668ee)

Recreational Hunting Safety Act of 1994 (16 U.S.C. 5201-5207)

This Agreement does not delegate authority to enforce the import and/or export provisions of the statutes above unless the designee is accompanied by or under the direct supervision of a Service special agent or wildlife inspector.

(2) The Chief, Office of Law Enforcement specifically delegates to the Department of Natural Resources the same authority to search, seize, arrest, and exercise other law enforcement functions under the laws specified in paragraph A(1) of this Agreement as if the Department of Natural Resources were employed by the Department of the Interior and authorized by the Secretary of the Interior to enforce those laws.

(3) This Agreement between the Service and the Department of Natural Resources may not be

used to delegate Federal law enforcement authority to any person convicted of a misdemeanor crime of domestic violence or otherwise prohibited from possessing firearms, within the meaning of 18 U.S.C. § 922 (g).

**B. Re-delegation of Federal Authority**

(1) The Department of Natural Resources may designate individuals to exercise the authority to enforce the conservation laws and regulations of the United States as specified above. This designation may only be to a person who meets all the following criteria:

(a) The officer is employed as a full-time law enforcement officer of Department of Natural Resources

(i) whose principal law enforcement duty is the enforcement of conservation laws or native plant protection,

(ii) and who has successfully completed all the required Department of Natural Resources law enforcement training to meet full certification as a Department of Natural Resources conservation law enforcement officer,

(iii) and has successfully completed a probationary period (minimum of 1 year).

(b) The officer must be proficient in the use of firearms and other weapons as demonstrated by meeting the firearms qualification, re-qualification, and other training standards required by the Department of Natural Resources. The officer will only utilize the firearms and weapons he or she is authorized to carry and use according to the firearms and weapons policies of Department of Natural Resources.

(c) The officer agrees to follow the Service's Use of Force policy when acting under this Agreement. The Service recognizes that the officer may be authorized to carry and use a chemical spray and/or impact weapon that differs from the weapons authorized by the Service. In these situations, the officer can continue to carry and use the chemical spray and/or impact weapon that is authorized by the Department of Natural Resources, but the officer must adhere to the levels of control/force for the use of these weapons as outlined in the Service's Use of Force policy. The Service's Use of Force policy is attached and will be transmitted to all officers so delegated under this Agreement.

(2) The Department of Natural Resources shall notify the Service of the full name, address and date of birth of each designee. This designation shall become effective upon the filing of such information with the Service; such delegation of authority shall not constitute a commission or office within the meaning of the laws of the Department of Natural Resources. The Chief of Law Enforcement for the Department of Natural Resources shall issue a Service identification card (Form 3-522a) to each designee, along with a copy of this Agreement and the Service Use

of Force and Firearms policies.

(a) If at any time, any person designated to exercise authority under this Agreement fails to meet any of the criteria set forth in paragraph B, the Department of Natural Resources shall not approve or shall immediately terminate the designation when the Department of Natural Resources becomes aware of such failure and shall immediately notify the Service.

(b) Information about the addition or deletion of designated officers should be provided to the Service within 30 days. The Department of Natural Resources will provide a complete up-to-date list of officers holding authority under this Agreement to the Service by January 15 of each year.

(3) Officers of the Department of Natural Resources who have been delegated authority under this Agreement may only exercise such authority within the normal jurisdiction of the Department of Natural Resources, except as provided for in 3(a), (b), and (c) below.

(a) An officer of the Department of Natural Resources may exercise such authority anywhere within the jurisdiction of the United States when accompanied by a Service special agent or when under the direct supervision of a Service special agent.

(b) Officers of the Department of Natural Resources may exercise such authority outside of their normal jurisdictions when exigent circumstances so require and such actions will be immediately reported to a Service special agent.

(c) This agreement does not include authority to enforce conservation laws and regulations of the United States on Federal tribal lands unless such authority is already conferred by an existing law or agreement. However, an officer of the Department of Natural Resources may exercise such authority on tribal lands, when accompanied by and under the direct supervision of a Service special agent.

(4) An employee of Department of Natural Resources who has been delegated authority under this Agreement must comply with Public Law 103-272, 49 U.S.C. 46505(b) and the pertinent regulations (49 CFR 1544.219) regarding carrying firearms on commercial aircraft. Prior to carrying a firearm on a commercial aircraft, officers of the Department of Natural Resources must obtain specific written authorization from the chief law enforcement officer of the Department of Natural Resources as well as follow the requirements of the regulations issued by the United States Department of Homeland Security.

The law specifically states that this prohibition does not apply to law enforcement officers of the Federal government who are authorized or required to carry firearms in their official capacity.

(5) The Service may, by written notice to the Department of Natural Resources, terminate any designation made by the Department of Natural Resources.

(6) The Department of Natural Resources and officers to whom the Service has designated authority under this Agreement shall, while acting under this Agreement, agree that:

(a) The designees are not to be deemed Federal employees by virtue of their designation and shall not be subject to Federal law relating to hours of work, competitive examination, rates of compensation, and Federal employee benefits, except those individuals who already qualify as Federal employees under their current position.

(b) The Department of Natural Resources shall continue to provide compensation under the current Department of Natural Resources coverage for work-related injuries while the designees are acting under this Agreement. Designated individuals may be considered eligible for compensation under subchapter III of chapter 81 of Title 5, if activities are initiated and approved by the Service.

(c) While performing duties under this Agreement, the designees shall be considered investigative or law enforcement officers of the United States for the purposes of the tort claim provisions of 28 U.S.C. and 5 U.S.C. 8401(17).

(d) While performing duties under this Agreement, the designees shall be considered officers or employees of the Department of the Interior within the meaning of 18 U.S.C. sections 111 and 1114.

(7) The Department of Natural Resources must recall and cancel any designation of authority upon termination of employment or reassignment of the officer concerned to non-law enforcement duties or upon notice that the person no longer meets all of the criteria for issuance of such authority. Notice of such recall or cancellation shall immediately be given to the Service.

### C. Delegation of Department of Natural Resources Authority

(1) The Service has the authority to assist in State wildlife law enforcement. Service law enforcement officers are authorized to accept commissions to enforce State conservation laws if provided by the State under their authority and under authority of 16 U.S.C. 661 and 742f(a)(4).

(2) The Department of Natural Resources delegates the authority to enforce all State laws and regulations administered by the State dealing with protection and conservation of wildlife and natural resources to all Service law enforcement officers designated by the Chief and the Regional Director, Southeast Region. Such delegation of State authority shall be in accordance with specific State law.

(3) The Service will provide the Department of Natural Resources an annual list, including the full name, address and date of birth, by January 15 of all personnel deemed to be qualified as law enforcement officers within the meaning of this Agreement, and shall promptly notify the

Department of Natural Resources of any terminations, changes in duty station, or transfers by any person processing delegations of authority under this Agreement. The Service will advise the Department of Natural Resources of any personnel to be added to, or removed from, the list during the year.

(4) The Service will not initiate any investigation, either overtly or covertly, into activities that are solely violations of the laws of the Department of Natural Resources that are subject to this Agreement without the concurrence of the Department of Natural Resources.

(5) The Service will submit in a timely manner appropriate investigative or other reports to the Department of Natural Resources on law enforcement activities conducted under authority of this Agreement. The Service will not refer any violations of State laws to State prosecuting attorneys.

(6) Only the Department of Natural Resources will act as liaison and conduct case handling and referral to State prosecutors and courts.

(7) The Service will confer with the Department of Natural Resources concerning procedures for reporting and prosecuting violations of State conservation laws. Such procedures shall become effective and binding upon the Service and its employees when acting under the authority of this Agreement.

(8) The interpretations and policies of the Department of Natural Resources will be followed by Service law enforcement officers when exercising State enforcement authority under this Agreement.

(9) Either the Service or the Department of Natural Resources may, by written notice, terminate any designation made by the Service.

(10) Service law enforcement officers are not to be deemed State employees and are not subject to State law relating to hours of work, competitive examination, rates of compensation, and State employee benefits. The Service will continue to provide compensation under Federal law for work-related injuries while Service law enforcement officers are acting under this Agreement.

#### D. Procedures for Investigating Federal Offenses

The following procedures shall govern any investigations or prosecutions of Federal offenses under this Agreement:

(1) Officers of the Department of Natural Resources who are delegated authority under this Agreement may take necessary enforcement actions for violations of the Federal laws that are subject to this Agreement that occur in their presence or view. Where illegal activities may constitute violations of both the laws of the Department of Natural Resources and laws enforced

by the Service, the Department of Natural Resources will determine whether to investigate and/or prosecute under applicable Department of Natural Resources law.

The Department of Natural Resources will refer appropriate violations of the Federal laws listed in A(1) or their accompanying regulations for which they decide not to prosecute under their law to the Service.

(2) The Department of Natural Resources will not initiate any investigation, either overtly or covertly, into activities that are solely violations of Federal laws identified in section A(1) without the concurrence of the Service.

(3) All potential investigations that may result in a felony prosecution for violations of any of the Federal laws identified in section A(1) must be coordinated with the Service. All investigations involving potential Federal charges against any person who may claim Native American rights must be coordinated with the Service.

(4) The Department of Natural Resources will submit in a timely manner appropriate investigative or other reports to the Service on law enforcement activities conducted under authority of this Agreement.

(5) Referral for Federal prosecution of any violation of the laws identified in section A(1) may not occur without prior approval of the Service. Only a Service special agent shall act in liaison and conduct case handling and referral to Federal prosecutors and the Federal courts.

(6) Service law enforcement policies, as well as the Federal Rules of Criminal Procedure, will be followed by the Department of Natural Resources law enforcement officers when enforcing Federal laws and their accompanying regulations identified in A(1).

#### E. Coordination

The Special Agent in Charge, Office of Law Enforcement, in Atlanta, Georgia or his/her designee and the Chief of Law Enforcement of the Department of Natural Resources shall confer within 45 days after the signing of this Agreement, and as necessary, for the purpose of:

(1) Identifying enforcement problems in areas of concurrent jurisdiction that may require joint enforcement operations or investigations;

(2) Identifying enforcement problems that may require covert investigation;

(3) Identifying the need for specialized law enforcement equipment;

(4) Discussing new techniques and methods for the detection and apprehension of violators of conservation laws and the exchange of law enforcement information in general; and



(5) Reviewing training programs and identifying the need for additional instruction in Department of Natural Resources and/or Federal laws, policies, interpretations, or other appropriate subjects.

F. Cooperative Agreements

The Service and the Department of Natural Resources may enter into an investigation specific cooperative agreement detailing operational aspects and the sharing of resources between the parties, including, but not limited to: funding, personnel, equipment, intelligence, investigative reports, prosecution of cases, media releases, handling and care of evidence, and disposition of assets.

G. Actions to be taken by the Parties

(1) The Service will provide to the Department of Natural Resources, subject to available resources and manpower, copies of Federal laws and regulations and pertinent Service policy and interpretations and the assistance of special agents and the use of equipment for specific, high-priority enforcement operations.

(2) The Service and the Department of Natural Resources will jointly confer with designees to ensure they understand the elements of this Agreement and responsibilities of accepting conferral of authority to enforce Federal laws and regulations.

(3) The Department of Natural Resources will provide the Service, subject to available resources and manpower, copies of State laws and regulations and pertinent policies and interpretations and the assistance of Department of Natural Resources officers and the use of equipment for specific, high-priority enforcement operations.

(4) The Department of Natural Resources will make officers available, upon request by the appropriate Federal authority, to appear as witnesses in connection with any action brought with which they have an involvement.

(5) The Service may reimburse Department of Natural Resources officers who appear in Federal court for cases related to this Agreement for travel expenses and per diem at rates authorized by the Federal Travel Regulations for travel incurred while providing direct services to the Federal government as a witness, or for other related activities, in accordance with applicable Federal law.

H. Amendment, Effective Date and Termination

(1) This Agreement shall become effective on the date signed by both parties and filed with the Department of Natural Resources and shall continue in effect until terminated, but in no event

shall this Agreement exceed a term of fifty (50) years.

(2) The Agreement may only be revised or amended by consent of both parties. Such revisions or amendments shall not be effective until reduced to writing and signed by both parties.

(3) This Agreement may be terminated by either party upon giving thirty (30) days advance written notice.

**I. Contacts and Designee**

For the purpose of this Agreement, contact or coordination with the Service means contact or coordination with the Special Agent in Charge, Office of Law Enforcement, Atlanta, Georgia.

**J. Third Party Claims**

Nothing in this Agreement is intended to create any right, privilege, or benefit not otherwise recognized by law for persons, organizations, or entities not party to this Agreement.

**K. Delegation of State Authority**

In accordance with Section C of this Agreement, does this Agreement delegate State authority to Service law enforcement officers (circle one):

Yes No

**Acting** Brent L. Perry  
Chief, Office of Law Enforcement  
U.S. Fish and Wildlife Service

Chris Kelly  
Commissioner  
Georgia Department of Natural  
Resources

Date: 10/18/2006

Date: 10/10/2006

Sam D. Houston  
Regional Director  
U.S. Fish and Wildlife Service

Jerry West  
Chief of Law Enforcement  
Georgia Department of Natural  
Resources

Date: 10/17/06

Date: 10-5-2006

**Attachments**

**U.S. Fish and Wildlife Service Use of Force Policy**

**U.S. Fish and Wildlife Service Firearms Policy**

**U.S. Fish and Wildlife Service Regional Law Enforcement Office Contact Information**

# Undercover Wildlife Operation Cracks Down on Poaching in N.C., Ga.

GAINESVILLE, Ga. (2/20/2013)

## Multi-agency Operation Something Bruin Documents Scores of Violations

State and federal wildlife officials in North Carolina and Georgia announced an undercover operation today that involved about 80 wildlife violators and some 980 violations.

Primary violations documented by Operation Something Bruin stem from illegal bear hunting but include an array of state wildlife and game law charges. Some suspects could also face federal charges.

The four-year investigation, the largest of its kind in recent years, targeted poachers in North Carolina and Georgia, with work in some adjacent states. Included in Georgia are eight defendants facing a total of 136 state charges.

Dan Forster, director of the Georgia Department of Natural Resources' Wildlife Resources Division, said Operation Something Bruin is a great example of a multi-agency effort with a unified goal: protecting a public trust resource that provides "tremendous natural, social and economic benefits to citizens."

"It is incumbent upon us to ensure that we have sustainable natural resources for the public to enjoy for generations," Forster said. "And particularly in these economic times, it's critical for us to work across geopolitical boundaries with other agencies to provide the best possible protection for the resource."

Officers with Georgia DNR and the North Carolina Wildlife Resources Commission infiltrated poaching circles to document violations including bear baiting; illegal take of bears, deer and other wildlife; illegal use of dogs; illegal operation of bear pens in North Carolina; and, guiding hunts on national forest lands without the required permits.

Operation Something Bruin partners also included the U.S. Forest Service, the U.S. Fish and Wildlife Service and the National Park Service.

Officers began making arrests Tuesday, Feb. 19. Totals given for violators and violations are approximate.

This investigation will help safeguard wildlife by making poachers pay now, and making would-be violators think twice before breaking laws that conserve natural resources.

For those who persist in wildlife theft, Something Bruin will help agencies better train officers to catch them – an effort strongly supported by hunters and anglers, our nation’s first conservationists.

Col. Eddie Henderson, chief of the Wildlife Resources Division’s Law Enforcement Section, emphasized that the effort also reinforces the public’s role in helping combat poaching and conserve wildlife.

“Conservation officers cannot be everywhere,” Henderson said. “The public can be a great asset by reporting poaching and suspicious activity through their state’s toll-free report-a-violation line.

“Wildlife belongs to everyone. Reporting poaching helps us protect something the public owns.”

Learn more at [www.operationsomethingbruin.org](http://www.operationsomethingbruin.org) or [www.georgiawildlife.com/operationsomethingbruin](http://www.georgiawildlife.com/operationsomethingbruin).

## **Report Poaching**

Fewer than 10 percent of all wildlife crimes are reported. Help change that trend and protect the wildlife we all enjoy. When you see or hear of a possible violation, call Georgia’s Turn In Poachers (TIP) line, 1-800-241-4113. Details at [www.georgiawildlife.com](http://www.georgiawildlife.com).

## **Also Quotable**

“Operation Something Bruin documented hundreds of wildlife violations. Today’s arrests bring an immediate halt to those crimes and, we hope, will make would-be violators think twice before breaking the law. Our long-term goal is to deter illegal wildlife activities from taking place in the future and serve notice to everyone that wildlife officers are ever vigilant in the service of conservation and public safety.”

## **Col. Dale Caveny, law enforcement chief for the N.C. Wildlife Resources Commission**

“We take very seriously our duty to investigate the unlawful take of wildlife, and we regularly partner with our state and federal conservation law enforcement agencies to coordinate and share assets and information to accomplish that mission in the most effective way possible. We also want to thank our fellow law enforcement agents and officers who have worked so diligently over the past four years to counter the illegal poaching of black bears, and we are hopeful that this makes a long-term impact that results in increased protection of the black bear.”

## **Luis Santiago, special agent in charge for the Southeast Region, Office of Law Enforcement, U.S. Fish and Wildlife Service**

"It was natural for us to participate in this operation, because we have a long history of cooperation with state wildlife agencies to protect game lands and management areas. Because we already have these existing collaborative relationships, we were able to move seamlessly into this joint undercover operation, and keep it going for the necessary timeframes. We were all able to care for the land, its resources and serve the public. This was a win-win for everyone involved – except, of course, for the bad guys."

**Steven F. Ruppert, special agent in charge, Southern Region, U.S. Forest Service**

"We have learned that conserving black bears and other wildlife resources requires us to protect them across their range. This operation is a testament to the success that is achieved when neighboring state and federal conservation agencies come together to ensure that our wildlife heritage is conserved for future generations to enjoy."

**Clayton Jordan, chief ranger, Great Smoky Mountains National Park**

Georgia Wildlife Resources Division  
2070 U.S. Hwy. 278, SE, Social Circle, GA 30025



# GEORGIA

DEPARTMENT OF NATURAL RESOURCES

## LAW ENFORCEMENT DIVISION

MARK WILLIAMS  
COMMISSIONER

EDDIE HENDERSON  
COLONEL

### INVOICE- Open Records Request

Requestor Name: \_\_\_\_\_

Case #/Description of Records: \_\_\_\_\_

Preparer's Name: \_\_\_\_\_ Date: \_\_\_\_\_

- Hourly Rate: Not to exceed **\$35.00** and no less than **\$15.00**/hour or Salary of lowest paid, full-time employee who, in the discretion of the Records Custodian has the necessary skill and training to perform the task. **NO CHARGE FOR FIRST QUARTER HOUR.**
- Copy Rate: An agency may not charge more than \$.10 per page for each copy

#### SECTION A

Details	# Hours	# Copies	Hly Rate	Copy Rate	TOTAL
Number Hrs Search; Retrieval, Review					
Number Hrs Copying					
Number of Pages					
<b>SUBTOTAL</b>					<b>\$</b>

#### SECTION B

The following additional costs may be applicable:	# Copies	Cost per Copy	TOTAL
Map (Size: _____)			
Audio Tapes			
Video Tapes			
Photographs			
CD-ROM's of Digital Photographs			
CD's or DVD's			
Other Costs:			
Postage			
<b>SUBTOTAL</b>			<b>\$</b>

Subtotal A: \$ \_\_\_\_\_ plus Subtotal B: \$ \_\_\_\_\_ = \$ \_\_\_\_\_ TOTAL AMT DUE

Amount Received: \$ \_\_\_\_\_ Received by: \_\_\_\_\_

Check  Cash  Money Order **Date** \_\_\_\_\_ **Employee** \_\_\_\_\_

[Name]

[Date]

[Page 2 of 2]