



## United States Department of the Interior Office of Aviation Services

### Information Bulletin

Number: 13-02

Distribution: All DOI Bureau Aviation Employees

Subject: Issuance of the 2013 comprehensive national level aviation Memorandum of Understanding (MOU), dated 1-30-13 between the Department of Interior (DOI) and the Department of Homeland Security, U.S. Customs and Border Protection (CBP), Office of Air and Marine (OAM).

#### Information:

This Information Bulletin (IB) identifies and clarifies DOI Bureau responsibilities in the implementation and use of this MOU. All previous OAS/CBP negotiated MOU's and Agreements regarding air support operations are rescinded and are replaced with this 2013 MOU.

The MOU establishes a “framework under which CBP/OAM will provide aerial support to DOI authorized law enforcement missions. It also facilitates coordination between DOI and CBP/OAM for joint planning and execution of DOI/OAM law enforcement. “

Authority for Non Law Enforcement missions are covered in the MOU under **RESPONSIBILITIES: 2. DOI, (b) Qualified DOI employees, #2.**

“2. During non-law enforcement activities, DOI employees may be carried in OAM aircraft when those employees are required in order to complete joint mission(s). Examples include locating land boundaries, conducting search and rescue missions, responding to natural disasters and performing pre- and post-mission reconnaissance and surveillance.”

All DOI employees participating in aviation operations shall meet specific DOI and respective Bureau aviation requirements and policies. For example, DOI flight following requirements of one hour check-ins must be followed; bureau policy may require more frequent check-ins. In addition, reference in MOU for PPE under #3, Addresses DOI Aviation Life Support Equipment requirements for all DOI passengers and non-qualified crewmembers and 3.a. further identifies requirements and responsibilities. (ALSE Handbook).

**Contact Bureau Aviation Managers (unit, state, region, national as identified by your respective bureau) for specific DOI and Bureau requirements prior to use.**

**Requests for Data from CBP Predator Program:** The MOU between the DOI and the CBP/OAM authorizes field level agencies to coordinate mutual aircraft operations locally to include UAS support. However, since the CBP considers their Predators to be national assets, they have asked that all requests for Predator UAS support be vetted first at the DOI national level.

In addition to Bureau specific policy, Bureaus desiring to request CBP Predator UAS support for data for the following operations must route their requests through the appropriate Department Point of Contact (POC). **Please use the attached request form.**

Mission Area Departmental POCs:

- **Natural Resources/Scientific Applications**—Dr. Bruce Quirk (USGS), (703) 648-5736, [quirk@usgs.gov](mailto:quirk@usgs.gov)
- **Law Enforcement**—Mr. Curtis Oman (OLES), 509-329-5144, [curtis\\_oman@ios.doi.gov](mailto:curtis_oman@ios.doi.gov)
- **Fire Management**—Mr. Rod Bloms (OWF), 208-334-1562, [rod\\_bloms@ios.doi.gov](mailto:rod_bloms@ios.doi.gov)
- **All Hazard (includes SAR)** —Mr. Gregory Gray (OEM), Interior Operations Center Watch Office 202-208-4108, [gregory\\_gray@ios.doi.gov](mailto:gregory_gray@ios.doi.gov)

**Further Clarification of MOU Terminology under “Responsibilities”:**

**5a.** “Flight and Crew” refers to CBP flight crewmembers.

350 DM 1, Office of Aviation Services (former Aviation Mgmt) Definitions, Appendix 2

**27. Flight Crewmember** - A pilot, flight engineer, or flight navigator assigned to duty in an aircraft during flight time that holds a valid Federal Aviation Administration (FAA) Airman's Certificate and flight physical.

The MOU is effective immediately and remains in effect until either organization amends or revises the MOU. The OAS points of contact are Gary Kunz, Western Region Director, at (208) 334-9300; Frank Crump, Eastern Region Director at (770)458-7474; and Harry Kieling, Alaska Region Director at (907) 271-5626.

6/4/2013

**X** Mark L. Bathrick

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Mark L. Bathrick  
Director, Office of Aviation Services  
Signed by: MARK BATHRICK

## ASR/MSR FORMAT

**Type of Aviation/Marine Support Request:** UAS flight for aerial surveillance of *explain briefly what you need surveilled.*

**Mission Description:** The flight would give DOI-Bureau Name a better view and increased awareness of *explain briefly what the flight would accomplish.*

**Requesting Agency and POC:** DOI (Bureau name), Dr. Bruce Quirk or Mr. Curtis Oman or Mr. Rod Bloms or Mr. Gregory Gray

**Date of Request:** X/XX/XXXX

**Date of Event:** X/XX/XX

**Number of Passengers:** N/A

**Individual Names of Passengers:** N/A

**Type Aircraft Requested:** MQ-9 Predator UAS

**Cost of Mission:** (OAM supplied)

**Length of Mission:** Approximately XX hours of Non-Operational Flight

**Area of Operation:** (State)

**Justification for Aviation Support Request:**

Briefly explain the goal and what you hope to achieve by OAM flying this mission.

**Operational Impact:**

**CBP A&M Director Recommendation for Approval (Y or N):**

### **CBP A&M Director Comments:**

**Sector Chief Recommendation for Approval (Y or N):**

**Sector Chief Comments:**

**Point of Contact at CBP A&M Branch/Unit:**

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE DEPARTMENT OF THE INTERIOR**  
**And**  
**THE DEPARTMENT OF HOMELAND SECURITY**  
**U.S. CUSTOMS AND BORDER PROTECTION**  
**OFFICE OF AIR AND MARINE**  
**REGARDING AIR SUPPORT OPERATIONS**

**PARTIES:**

The parties to this Memorandum of Understanding (MOU) are U.S. Customs and Border Protection (CBP), Office of Air and Marine (OAM), a component of the Department of Homeland Security (DHS) and the United States Department of the Interior (DOI). DOI encompasses all subordinate bureaus, services and offices.

**AUTHORITY:**

1. The Homeland Security Act of 2002, P.L. 107-296
2. DOI Manual 351 DM 4, Cooperator Operations
3. 43 U.S.C Section 1733, DOI Manuals 446 DM 1 through 9, Law Enforcement

**PURPOSE:**

The participants, through this Memorandum of Understanding (MOU), seek to establish a framework under which CBP/OAM will provide aerial support to DOI authorized law enforcement missions. In addition, this agreement will also facilitate coordination between DOI and its subordinate regions, and CBP/OAM and its subordinate Air Branches, to facilitate the joint planning and execution of DOI/OAM law enforcement missions.

**RESPONSIBILITIES:**

**1. CBP/OAM**

- (a) CBP/OAM Headquarters (HQ) will identify the OAM Region that will provide personnel and air support to DOI personnel, including the National Capital Region (NCR) Air Branch.
- (b) Requests for aerial support should be coordinated at the local level. This MOU is not intended to commit specific OAM Air Branches or DOI assets or personnel. Upon receiving

a request from DOI for aviation services, OAM shall initiate internal mission scheduling procedures consistent with determining the availability of support for outside agency requests. This process includes determining if the request can be supported, and if it can, which OAM asset(s) and location(s) can support the request.

- (c) If the request can be supported, an employee from the OAM site identified to provide the aviation service will contact the requester directly. If it is determined that the request can't be supported, the agency point of contact (or designee) will inform the requesting party.

## **2. DOI**

- (a) Employees of the DOI shall not serve as pilots or crewmembers when they are aboard OAM aircraft, except in the case of an emergency, as directed by the pilot-in-command or as dictated by the nature of the emergency.
- (b) Qualified DOI employees (those meeting all Interagency Aviation Training requirements) of DOI may be carried aboard OAM aircraft in accordance with their official duties under the conditions listed below:

1. Employees of the DOI who are trained and authorized to perform federal law enforcement duties, to include National Park Service (NPS) Rangers, US Park Police (USPP), U.S. Fish and Wildlife Service (FWS) Special Agents, Bureau of Land Management (BLM) Law Enforcement Officers, Bureau of Indian Affairs (BIA) Investigators and Police Officers, may be carried in CBP OAM aircraft as passengers. Law enforcement employees of the DOI shall be bound by DOI's use of force rules and jurisdictional authorities while engaged in law enforcement missions. Law enforcement employees of the DOI shall be bound by the applicable policies within the CBP OAM Aviation Operations Handbook (AOH).

2. During non-law enforcement activities, DOI employees may be carried in OAM aircraft when those employees are required in order to complete joint mission(s). Examples include locating land boundaries, detecting areas of marijuana growth, conducting search and rescue missions, responding to natural disasters and performing pre- and post-mission reconnaissance and surveillance.

3. In the event of an aircraft accident, OAM shall maintain the primary responsibility for accident investigation and reporting in accordance with OAM directives and 49 CFR Part 830.5, National Transportation Safety Board Notification and Reporting. DOI shall be afforded the opportunity to represent their agency and employee interests by participating in the investigation of all aviation mishaps that involve DOI personnel riding in OAM aircraft, if approved by the NTSB. This report should be made to the DOI Chief of Aviation Safety via 888-4MISHAP in the most expeditious manner possible.

3. DOI Aviation Life Support Equipment requirements shall apply to all DOI passengers and non-qualified crewmembers <http://amd.nbc.gov/safety/library/Alsehb.PDF> Other DOI

- (a) DOI is responsible for ensuring all DOI employees are outfitted with the following Personal Protective Equipment items:
- a. Flight helmet
  - b. Fire-resistant clothing
  - c. All-leather, or leather and NOMEX gloves
  - d. Leather or approved non-leather boots

The minimum standard for these items are listed in the DOI Aviation Life Support Equipment Handbook.

4. DOI will ensure DOI employees follow applicable regulations governing the participation in DOI aviation related activities (e.g. project planning, etc.)
5. Flight and Duty limitations: When conducting joint operations the most restrictive flight and duty regulations will be followed: DOI requirements and limitations, as found in Administrative Procedures, Sec. 3.6 are as follows:

**A. Flight and Crew Duty Limitations.**

(1) Flight crewmembers shall be limited to the following flight hour and duty hour limitations (duty includes flight time, ground duty of any kind, and stand-by status).

(a) All flight crewmembers shall have two 24-hour periods of rest (off duty) within any 14 consecutive calendar days. In the conterminous United States, these two 24-hour rest periods shall be 2 calendar days off duty. Flight crewmembers on large helicopters and all offshore vendor personnel may work 14 consecutive days provided they take 7 calendar days off duty before beginning a new 14-day period.

(b) All flight crewmembers shall have a minimum of 10 consecutive hours of rest (off duty) not to include any preflight or post-flight activity prior to any assigned duty period.

(c) Time spent by a flight crewmember traveling to or from a duty assignment, and not local in character, shall not be considered part of a crew rest period.

(d) For a single pilot crew, the following limitations apply in addition to (a), (b), and (c) above.

(i) A maximum of 8 hours flight time during any assigned duty period.

(ii) A maximum of 14 consecutive duty hours during any duty period.

(iii) A maximum of 42 hours flight time during any consecutive 6-day period. When a pilot acquires 36 or more flight hours in a consecutive 6-day period, the pilot shall be given the following 24-hour period of rest (off duty) and a new 6-day cycle shall begin.

**OTHER PROVISIONS:**

**Severability:** Nothing in this agreement or any attachment thereto is intended to conflict with current law, regulations, or applicable DHS/CBP or DOI policies or directives. If a term of this agreement or any attachment thereto is inconsistent with any such authorities, then that term shall be deemed invalid to the extent of such inconsistency, but the remainder of that provision and all other terms and conditions of the agreement and each attachment thereto will remain in full force and effect.

**Rights and Benefits:** Nothing in this agreement is intended to diminish or otherwise affect the authority of any agency to carry out its statutory, regulatory or other official functions, nor is it intended to create a right or benefit, substantive or procedural, enforceable at law by any party against the United States, its agencies or offices, State agencies or officers carrying out programs authorized under Federal law, or any other person.

**Amendment and Modification:** This agreement may be amended or revised at any time by a written agreement of the parties. Intent to change any of the terms of this MOU must be communicated in writing by the authorized agent of the proposing party to the authorized agent of the other party.

**Period of Agreement and Termination:** This agreement shall be in effect as of the date of final signature by both parties and shall remain in effect until terminated by either party, upon 90 day written notice to the other party.

**FUNDING:**

Funding requirements arising from this MOU will be addressed by the Participants in a separate Interagency or Reimbursable Agreement, as needed.

**POINTS OF CONTACT:**

OAM: Dennis Michelini, Director, 1300 Pennsylvania Ave. NW, Rm 6.4A, Washington D.C. 202-344-1453; [DENNIS.J.MICHELINI@CBP.DHS.GOV](mailto:DENNIS.J.MICHELINI@CBP.DHS.GOV)

DOI: Stewart Walker, Deputy Director, Office of Aviation Services, 208-433-5002; [stew\\_walker@nbc.gov](mailto:stew_walker@nbc.gov)

**APPROVED BY:**

**DEPARTMENT OF INTERIOR  
OFFICE OF AVIATION SERVICES**

**U.S. CUSTOMS & BORDER PROTECTION  
OFFICE OF AIR AND MARINE**



Signed: Mark Bathrick  
Director  
Department of the Interior  
Office of Aviation Services



Signed: Randolph D. Alles  
Assistant Commissioner  
U.S. Customs and Border Protection  
Office of Air and Marine

Date \_\_\_\_\_

Date \_\_\_\_\_

Director  
Department of the Interior  
Office of Aviation Services

Date 12-20-12

Assistant Commissioner  
U.S. Customs and Border Protection  
Office of Air and Marine

Date 1-30-13