



United States Department of the Interior Office of Aviation Services

Information Bulletin

Number: 14-04

Distribution: All DOI Bureau Aviation Employees

Subject: Issuance of the aviation Memorandum of Understanding (MOU), dated January 14, 2014 between the Department of Interior (DOI) Office of Aviation Services (OAS) and the Wildlife Services (WS) of the Animal and Plant Health Inspection Service (APHIS) of the Department of Agriculture (USDA).

Information:

This Information Bulletin (IB) identifies and clarifies DOI Bureau responsibilities in the implementation and use of this MOU. All previous APHIS-WS negotiated MOU's and Agreements regarding air support operations are rescinded and are replaced with this 2014 MOU.

The MOU establishes the procedures and guidelines under which DOI may request and APHIS-WS may provide aircraft support. "The scope of the aviation support provided by WS shall be limited to wildlife damage management related activities that have a nexus to injurious and/or nuisance animal control or monitoring or to zoonotic disease surveillance or control, including but not limited to, wildlife population control, wildlife surveys, wildlife damage surveillance and wildlife immobilization or training required to support those activities."

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 DOI passengers under **2. DOI (a-c)**, addresses DOI Aviation Life Support Equipment requirements for all DOI passengers and non-qualified crewmembers, the requirement for aviation safety plans, and the issuance of an annual letter of approval by OAS to be carried aboard aircraft.

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

The MOU is effective immediately and remains in effect until either organization terminates with 90 day written notice. The OAS points of contact are Frank Crump, Eastern Region Director (770) 458-7474 and Gary Kunz, Western Region Director, at (208) 334-9300

Memorandum of Understanding

Between

**The U.S. Department of Interior
Office of Aviation Services**

And

**The U.S. Department of Agriculture
Animal and Plant Health Inspection Service
Wildlife Services**

PARTIES:

The parties to this Memorandum of Understanding (MOU) are Wildlife Services (WS) of the Animal and Plant Health Inspection Service of the Department of Agriculture (USDA) and the Office of Aviation Services (OAS) of the Department of the Interior (DOI). DOI encompasses all subordinate bureaus, services, and offices.

AUTHORITY:

The APHIS/WS program enters into this agreement pursuant to the authority of:

1. The Act of March 2, 1931, as amended (7 U.S.C. 426-426b)
2. The Act of December 22, 1987 (101 Stat. 1329-331, 7 U.S.C. 426c)

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C. 426-426b) as amended, and the Act of December 22, 1987 (101 Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, other Federal agencies, local jurisdictions, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

3. DOI Manual 351 DM4, Cooperator Operations

PURPOSE:

This MOU details procedures and guidelines under which DOI may request, and APHIS-WS may provide aircraft support for joint operations that are mutually beneficial and contribute to the support and achievement of the agencies' primary missions, goals and objectives. The provisions of this agreement are in accord with the rules, policies, and procedure of each participating agency and are consistent with Federal laws and Government policy.

RESPONSIBILITIES:

1. USDA-WS

- a. **The scope of the aviation support provided by WS shall be limited to wildlife damage management related activities that have a nexus to injurious and/or nuisance animal control or monitoring or to zoonotic disease surveillance or control, including but not limited to, wildlife population control, wildlife surveys, wildlife damage surveillance and monitoring, radio telemetry location of wildlife, wildlife research, and wildlife immobilization or training required to support those activities.**
- b. **Requests for WS support will be coordinated at the field office level (e.g., National Park Service Chief Ranger/Resource Officer/Biologist, Fish & Wildlife Resource Officer/Biologist).**
- c. **Aircraft, pilots and services provided by WS under the terms of this MOU shall be consistent with MOU requirements and WS Aviation Operations & Safety Manual.**
- d. **WS will annually provide OAS Regional Offices with a listing of those persons and aircraft to be inspected in support of this MOU. This information should be forwarded no later than February 15 of each year in order for OAS to plan this activity as a normal part of their aircraft/pilot inspection/evaluation process.**
- e. **Copies of approval letters issued by OAS shall be carried aboard each aircraft when conducting DOI mission related work associated with this MOU and made available upon request.**

2. DOI

- a. **For joint projects in which DOI employees or equipment are to be transported in WS aircraft, OAS Regional Offices will conduct pilot evaluations and aircraft inspections in accordance with DOI requirements resulting in Letters of Authorization (LOAs) for pilots and aircraft. The LOAs will be issued at least annually based on information provided by WS. Original approval letters shall be maintained on file in the OAS Regional Offices.**
- b. **All DOI employees participating in aviation operations shall meet specific DOI and respective Bureau aviation requirements and policies (as referenced in this MOU and specific bureau policy, such as the NPS RM60 and DO60). For example, DOI flight following requirements of one hour check-ins must be followed; bureau policy may require more frequent check-ins. DOI employees must contact Bureau Aviation Managers (unit, state, region, and national as identified by your respective bureau) for specific DOI and Bureau requirements prior to use.**

If DOI personnel are being transported, an aviation safety plan (example: Unit or Project Aviation safety plan) must be completed by DOI staff and signed at the appropriate Bureau level to include a risk assessment. Only DOI personnel essential to the mission will be transported on WS aircraft.

- c. DOI Aviation Life Support equipment requirements shall apply to all DOI passengers and non-qualified crew members. The current ALSE Handbook can be found at: <http://oas.doi.gov/library/handbooks/library/AlseHB.pdf>.
3. In the event of an aircraft mishap, WS shall maintain the primary responsibility for notification in accordance with 49 CFR 830.5 and their agency directives. DOI shall be notified of all aviation mishaps involving DOI personnel and afforded the opportunity to represent their agency by participating in any agency or NTSB mishap investigation. The primary means for notifying DOI is by calling 888-4MISHAP.
4. Flight and Duty limitations: When conducting joint operations the most restrictive flight and duty regulations will be followed by WS pilots: DOI requirements and limitations, are found in 352 DM 3; Aviation Operations – Flight Operations, Sec. 3.6 Administrative Procedures, as may be amended and would apply as amended, 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.

MUTUAL UNDERSTANDING:

Reimbursement:

Some aviation activities authorized under this MOU may be mutually beneficial to the parties involved and are generally not reimbursable. If reimbursement is agreed to by both parties, it

will be up to the benefiting agency/bureau to establish the reimbursable agreement or payment vehicle with the servicing party.

Severability:

Nothing in this agreement or any attachment thereto is intended to conflict with current law, regulations, or applicable WS or DOI policies or directives. If a term of this agreement or any attachment thereto is inconsistent with any such authorities, then that term may 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 may 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.

Statement of No Financial Obligation

Signature of this MOU does not constitute a financial obligation on the part of WS or DOI. Each signatory party is to use and manage its own funds in carrying out the purpose of this MOU. Transfers of funds or items of value are not authorized under this MOU.

Limitations of Commitment

This MOU and any continuation thereof shall be contingent upon the availability of funds appropriated by the Congress of the United States. It is understood and agreed that any monies allocated for purposes covered by this MOU shall be expended in accordance with its terms and the manner prescribed by the fiscal regulations and/or administrative policies of the party making the funds available. If fiscal resources are to transfer, a separate agreement must be developed by the parties.

Congressional Restriction

Under 41 U.S.C. § 22, no member of, or delegate to, Congress shall be admitted to any share or part of the MOU or to any benefit to arise there from.

Non-Discrimination Clause

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

Liabilities

WS assumes no liability for any actions or activities conducted under this agreement except to the extent the recourse or remedies as provided by Congress under the Federal Tort Claims Act (28 U.S.C. §§ 1346(b), 2401(b), 2671-2680).

Amendment and Modification:

This agreement may be amended or revised at any time by a written agreement of the parties. Intent to change 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 three weeks in advance of the proposed change taking effect.

Period of Agreement and Termination:

This MOU is in effect as of the date of final signature by both parties and may remain in effect for 5 years, or until terminated by either agency, upon 90-days written notice to the other agency, whichever is sooner.

Points of Contact:

DOI: Frank Crump, III, Eastern Region Director
(770) 458-7474, frank_crump@ios.doi.gov

Gary Kunz, Western Region Director
(208) 334-9300, gary_kunz@ios.doi.gov

WS: Charles S. Brown, Eastern Region Director
(919) 855-7198, charles.s.brown@aphis.usda.gov

John McConnell, Acting Western Region Director
(970) 494-7451, john.e.mcconnell@aphis.usda.gov

APPROVED BY:

DOI OFFICE OF AVIATION SERVICES
U.S. Department of the Interior

WILDLIFE SERVICES
Animal and Plant Health Inspection Service
U.S. Department of Agriculture

By: Mark Bathrick
Title: DIRECTOR, OAS
Date: 12-24-13

By: William H. Clay
Title: Deputy Administrator
Date: 1/14/14

The DOI: Mark Bathrick
Director
DOI Office of Aviation Services, Boise, Idaho
(208) 433-5003

WS: William H. Clay
Deputy Administrator
USDA, APHIS, Wildlife Services, Washington, DC
(210) 720-2054