



United States Department of the Interior Office of Aviation Services

Information Bulletin

Number: 13-03

Distribution: All DOI Bureau Aviation Employees

Subject: Issuance of the 2013 comprehensive national level aviation Memorandum of Understanding (MOU), dated 04-01-13 between the Department of Interior (DOI) Office of Aviation Services (OAS) and the State of Texas, Texas Department of Public Safety (TX-DPS)

Information:

This Information Bulletin (IB) identifies and clarifies DOI Bureau responsibilities in the implementation and use of this MOU. All previous TX-DPS negotiated MOU's and Agreements regarding air support operations are rescinded and are replaced with this 2013 MOU.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 TX DPS will provide aerial support to DOI authorized missions. "The scope of the aviation support provided by TX-DPS shall be limited to law enforcement, search and rescue, medical evacuation, and other emergency activities or training required to support these 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-d)**, 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 amends or revises the MOU. The OAS points of contact are Frank Crump, Eastern Region Director at (770)458-7474 and Gary Kunz, Western Region Director, at (208) 334-9300

X

Mark Bathrick
OAS Director

Memorandum of Understanding

Between

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

And

**The State of Texas
Texas Department of Public Safety**

PARTIES:

The parties to this Memorandum of Understanding (MOU) are the State of Texas, Department of Public Safety (DPS) and the Office of Aviation Services (OAS) of the Department of the Interior (DOI). DOI encompasses all subordinate bureaus, services, and offices. Department of Public Safety includes all personnel and property belonging to the State of Texas, DPS.

AUTHORITY:

1. Texas Government Code Section 411.002.
2. Texas DPS Air Operations Manual, Chapters 1-5
3. 43 USC Section 1733, DOI Manual 446 DM 1-9, Law Enforcement
4. DOI Manual 351 DM4, Cooperator Operations
5. Homeland Security Act

PURPOSE:

This MOU details procedures and guidelines by which the Texas DPS and the DOI may use to request and provide aircraft support when conducting joint operations if such activities 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 harmony with the rules, policies and procedure of each participating agency and are consistent with Federal laws and Government policy

RESPONSIBILITIES:

1. **DPS**
 - a. The scope of the aviation support provided by DPS shall be limited to law enforcement, search and rescue, medical evacuation, and other emergency activities or training required to support those activities.
 - b. Aircraft, pilots and services provided by DPS under the terms of this mutual assistance agreement shall be consistent with TX DPS Ops Manual, Chapters 1-5. DPS will determine which aircraft, pilots, and aviation support equipment meet the Standards as per this MOU.

- c. Requests for DPS support will be coordinated at the field office level (i. e., *National Park Service Ranger, Fish & Wildlife Service Agent*)
- d. Provide at least annually a letter identifying Pilots and aircraft that will be provided to support this MOU. Copies of approval letters issued by OAS shall be carried aboard each aircraft and made available upon request.

2. **DOI**

- a) Letters of authorization for pilots and aircraft shall be issued by (OAS Office – HQ) at least annually based on information provided by TX DPS. Original approval letters shall be maintained on file in the OAS HQ Boise, Idaho office.
 - b) 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. **DOI employees must Contact Bureau Aviation Managers (Unit, State, Region, National) for specific DOI and Bureau requirements prior to use.**
 - c) If DOI personnel are being transported, an aviation safety plan (example: Unit or Project Aviation safety plan) must be completed and signed at the appropriate Bureau level to include a risk assessment. Only DOI personnel essential to the mission will be transported on DPS aircraft.
 - d) 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: <https://www.iat.gov/Training/pages/library.asp>**
3. In the event of an aircraft accident, TX DPS should maintain the primary responsibility for accident investigation and reporting in accordance with their agency directives. The other agency (DOI) should be afforded the opportunity to represent their agency and employee interests by participating in the investigation of all aviation mishaps that involve their personnel riding in another agencies aircraft
4. 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:

Reimbursement:

Aviation activities authorized under this MOU are for mutual benefit of the parties involved and are generally not reimbursable. Funding requirements arising from the MOU will be addressed by the Participants in a separate Interagency or Reimbursable Agreement, as needed.

Severability:

Nothing in this agreement or any attachment thereto is intended to conflict with current law, regulations, or applicable TX-DPS 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.

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.

The DOI requirement for specific flight evaluations for pilots is waived for this MOU. To replace this requirement, the MOU will allow for pre scheduled, periodic site visits at the request of either party, to review the MOU and maintain relationships. Visit to include a spot check of Unit records, as approved by DPS.

Period of Agreement and Termination:

This Memorandum of Understanding is in effect as of the date of final signature by both parties and may remain in effect until terminated by either agency, upon 90 day written notice to the other agency.

Points of Contact:


DOI: Frank Crump, Eastern Region Director at (770)458-7474; and Gary Kunz, Western Region Director, at (208) 334-9300.

APPROVED BY:

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

TEXAS DEPARTMENT OF PUBLIC
SAFETY, Aircraft Section

By 

 tim.ochsner@dps.texas.gov
2013.03.27 12:32:59 -05'00'
By Tim Ochsner

Title Director
Date 1 APR 13

Title Assistant Chief Pilots
Date 27 Mar 13

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

The DPS: Tim Ochsner,
Assistant Chief Pilot
Texas Department of Public Safety Aircraft Section, Austin, TX
(512) 567-7491