

MEMORANDUM OF UNDERSTANDING
between
THE DEPARTMENT OF THE INTERIOR
OFFICE OF AVIATION SERVICES
And the
DEPARTMENT OF HOMELAND SECURITY
UNITED STATES COAST GUARD
OFFICE OF AVIATION FORCES
REGARDING AIR SUPPORT OPERATIONS

PARTIES:

The parties to this Memorandum of Understanding (MOU) are the Office of Aviation Forces (CG-711), a directorate of the Department of Homeland Security (DHS), United States Coast Guard (USCG), and the Office of Aviation Services of the Department of the Interior (DOI). DOI encompasses all subordinate bureaus, services and offices.

AUTHORITY:

DHS MD # 0020.1, Aviation Management and Safety
14 U.S.C. Section 141, USCG: Cooperation with other agencies, States, territories, and political subdivisions
USCG COMDTINST M3710.1 (series), Air Operations Manual
43 U.S.C Section 1733, DOI Manual 446 DM 1 through 9, Law Enforcement
DOI Manual 351 DM 4, Cooperator Operations

PURPOSE:

This MOU details procedures and guidelines by which the USCG 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 procedures of each participating agency and are consistent with Federal laws and Government policy.

RESPONSIBILITIES:

1. When the DOI wants to conduct joint operations (i.e. law enforcement, search and rescue, logistics, disaster response, etc.) with the USCG requiring aircraft support, the regional/state/area office of the DOI conducting the mission should contact the local USCG air station which could provide the support.

2. When the USCG wants to conduct joint operations (i.e. law enforcement, search and rescue, logistics, disaster response, etc.) with the DOI requiring aircraft support, the USCG command conducting the mission should contact the regional/state/area Director of the appropriate bureau/service within which the operation will take place with the request.

3. Requests to have personnel from one agency accompany a scheduled mission of the other agency can be coordinated at the local level (i.e. a U.S. Fish and Wildlife Service agent accompanying a USCG fisheries patrol).

4. Qualified DOI and USCG employees may be carried aboard the other Agency's aircraft in accordance with their official duties under the conditions listed below:

a. DOI pilots and crew members meet or exceed the qualification standards specified for GS2181 pilots in Office of Personnel Management X-118 Handbook of Qualification Standards and the pilot has a minimum of 500 hours pilot time in the category of aircraft.

b. The USCG pilot in command is a designated aircraft commander in accordance with COMDTINST M3710.1 series, USCG Air Operations Manual.

c. Each individual employee of the DOI and USCG shall comply with flight and duty restrictions set forth by their respective agencies.

5. In the event of an aircraft accident, the agency within which the aircraft is assigned should maintain the primary responsibility for accident investigation and reporting in accordance with their agency directives. The other agency 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.

OTHER PROVISIONS:

Reimbursement: A determination whether a request for aircraft support requires reimbursement should be made before the operation commences by the agency providing the aircraft using their existing policies and procedures. Funding requirements arising from this MOU will be addressed in a separate Interagency or Reimbursable Agreement, as needed. Nothing herein shall or shall be construed to obligate DOI or USCG to expend or obligate the future payment of money in excess of appropriations authorized by law and administratively allotted and allocated for the purposes contemplated in this MOU.

Severability: Nothing in this agreement or any attachment thereto is intended to conflict with current law, regulations, or directives of DHS, USCG or DOI. If a term of this agreement or any attachment thereto is inconsistent with any such authority, then that term may be 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.

Period of Agreement and Termination: This agreement 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:

USCG: Offices of Aviation Forces (CG-711), United States Coast Guard Headquarters, 2100 2nd St. SW STOP 7359, Washington D.C., 202-372-2201

DOI: Deputy Director, Office of Aviation Services, Department of the Interior 208-433-5002

APPROVED BY:

DEPARTMENT OF INTERIOR

OFFICE OF AVIATION SERVICES

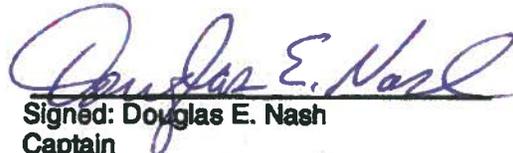


Signed: Mark Bathrick
Director
Office of Aviation Services
Department of Interior

Date 12-20-12

**DEPARTMENT OF HOMELAND
SECURITY**

**UNITED STATES COAST GUARD
OFFICE OF AVIATION FORCES**



Signed: Douglas E. Nash
Captain
Office of Aviation Forces (CG-711)
U.S. Coast Guard

Date JAN 2 2013