

ATTACHMENT C

Operational Agreement
between
The Santa Barbara County Fire Department
and
The Santa Barbara County Sheriff's Office
for
County Air Operations

This agreement is made by and between the Santa Barbara County Fire Department ("FIRE"), and the Santa Barbara County Sheriff's Office ("SHERIFF").

I. INTENT

The Santa Barbara County Air Support Unit will be under the managerial authority of the SHERIFF. The SHERIFF will provide appropriate management personnel to oversee the overall operations of the Unit. Nothing in this agreement is meant to circumvent the established chain of command for either FIRE or SHERIFF, however, the day to day operations of the unit will be managed by SHERIFF.

A. SHERIFF shall provide two helicopters equipped to meet the following needs:

- Law Enforcement Operations
- Fire Suppression & Support
- Air Search & Rescue: Land based, Surf, Open-water and Swift Water/Flood
- Advanced and Basic Life Support Medevac
- Crew & Passenger Transport
- Other agency assistance

Air missions will be prioritized as follows:

1. Protection and/or saving of human life
2. Protection of personal property and/or valuable natural resources

II. TERM

This agreement shall commence on July 1, 2012 and shall end on July 30, 2013. This agreement will be automatically renewed on an annual basis unless terminated by either party with one year's notice.

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III. AGREEMENT

A. Staffing

SHERIFF and FIRE shall adhere to the agreed upon Staffing and Service Levels as stated in *Attachment 1* to this Operational Agreement.

B. Aircraft and Equipment

1. SHERIFF shall provide two helicopters for fire, law enforcement and search and rescue operations.
2. The helicopters provided shall be configured as follows:
 - a. A Type 2 helicopter configured to meet ICS 420-1 minimum standards for a Type 2 helicopter including but not limited to:
 - 2,500 lb. card weight capacity
 - 300 gallon water capacity
 - Rescue Hoist
 - Water Rescue Basket
 - Complete ALS gear
 - Med Bed
 - Life raft
 - b. Include Bambi Bucket or a fixed water tank capable of two drops per sortie and equipped with a self-filling snorkel device.
3. The helicopter(s) and any other aircraft operated pursuant to this agreement shall be operated under all applicable Federal Aviation Agency (FAA) regulations.
4. SHERIFF shall provide qualified pilots for fire and law enforcement missions pursuant to the terms of this Agreement. Future pilot vacancies will be filled by civilian pilots who meet the minimum employment standards and qualifications.

Pilots used under the terms of this Agreement for FIRE missions involving water dropping, hoist rescues, medivac and water rescues must:

- a. Hold a currently valid FAA commercial Pilot certificate for rotorcraft-helicopter.
- b. Have current licenses, permits and approvals (carded) from Cal Fire and USFS for firefighting missions.
- c. Have passed an FAA class II or higher physical examination within six months prior to May 1, of the calendar year the flying is to be performed.

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d. Have the following minimum flight experience:

<u>Experience:</u>	<u>Flying hours as Pilot in Command in Category</u>
Helicopter PIC	3000
Mountain Flying	1000
Turbine Engines	1500
Night	30
Make and Model	100

e. Be qualified and current in the aircraft mission and satisfactorily complete an evaluation, administered by a qualified Instructor Pilot, demonstrating their ability to perform the following maneuvers:

- Water dropping utilizing Bambi Bucket and fixed tank
- Long line / Sling Load Operations
- Hoist Operations
- Short Haul Operations
- Water Rescue Operations: deployment of trained rescue swimmers and/or hoist rescue basket
- Night Vision Goggle Operations
- Hover Deployments & Pickups
- Normal and crosswind landings and takeoffs.
- Landing and takeoffs on sloping terrain.
- Pattern flying and turns while hovering as prescribed.
- Maximum performance takeoffs.
- Simulated high-density altitude takeoffs.
- Quick stops.
- Normal and steep approaches to a landing on a designated spot.
- Autorotative landings:
 - From a hover.
 - From a straight-ahead to 180 degrees into the wind (power recovery).
- Operation and procedure with servo inoperative.

5. Pilots used under the terms of this Agreement for fire observation missions and general law enforcement missions must:

- a. Hold a currently valid FAA commercial Pilot certificate for rotorcraft-helicopter.
- b. Have current licenses, permits and approvals (carded) from Cal Fire and USFS for firefighting missions.
- c. Have passed an FAA class II or higher physical examination within six months prior to May 1, of the calendar year the flying is to be performed.

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d. Have the following minimum requirements:

<u>Experience:</u>	<u>Flying hours as Pilot in Command in Category</u>
Helicopter PIC	1500
Mountain Flying	200
Turbine Engines	1500
Night	30
Make and Model (Weight Class)	50/25 w/flight school

6. SHERIFF shall notify FIRE of the schedule for inspections of the helicopter(s). A FIRE representative may attend the card review procedures.
7. SHERIFF shall supply all necessary supporting equipment for the helicopter(s) with the exception of a fuel tender that shall be provided by and operated by FIRE.
8. The helicopter(s), when operated on Federally Controlled Wildfire Incidents, shall be operated in accordance with the "Interagency Helicopter Operations Guide" (IHOG), unless deviations from the IHOG are approved by an Incident Commander.
9. Night Vision Goggle (NVG) Operations during hours of darkness are authorized. NVG Operations will be conducted in accordance with Aviation Unit Policy and Procedure and at the discretion of the Pilot in Command.

C. Operations

1. Air Support Missions will be prioritized in the following order:
 - a. Protection and/or saving of human life
 - b. Protection of personal property and/or natural resources
 - c. Other

It is expected that any air crew flying on a lower priority mission will divert to a higher priority mission as needed.

2. Each helicopter will have at least one sworn deputy sheriff on board to serve as either a qualified pilot or as a crew chief cross trained in fire operations, unless prior approval has been authorized by SHERIFF to waive this requirement.
3. FIRE and SHERIFF shall appoint a designated crew chief and collateral crew chiefs who are qualified to be responsible for the administrative and tactical functions of the aircraft and who can fulfill the responsibilities of a Helicopter Manager while the helicopter is assigned to an incident.
4. The helicopter(s) will be based at Santa Ynez Airport unless otherwise agreed upon by the Sheriff and Fire Chief.

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5. FIRE has interagency and cooperative agreements with State and Federal agencies and may dispatch the helicopter for such cooperative use pursuant to contracts with those agencies. SHERIFF consents to use by FIRE pursuant to those agreements provided that at least one operational Type 2 helicopter remains in Santa Barbara County.

In the event that the helicopter is dispatched to assist another agency for large fire support, a type 2 helicopter module shall accompany the Helicopter. The type 2 helicopter module shall include – one Fire crew chief, one mechanic with vehicle, and one fuel tender with driver.

D. Availability

1. During the term of this agreement, the helicopter(s) shall be available as follows:
 - a. Immediate Response – At least one Type 2 helicopter shall be available seven (7) days per week, eight hours (8) per day for immediate response. For the purposes of this agreement, the phrase “immediate response” shall mean the helicopter is in flight within ten (10) minutes of dispatch.
 - b. Standby Time – At least one Type 2 helicopter shall be available each day for recall until 2200 hours. For the purposes of this agreement, “recall” shall mean the helicopter can be staffed and in flight within one (1) hour of notification.
 - c. Time Schedules - Helicopters will be stagger scheduled to provide ten hours of overall coverage. The Fire Chief and Sheriff may agree to modify the above time schedules.
2. SHERIFF or designee shall provide immediate notification to Fire Chief or designee of any inability to provide availability under this agreement.
3. SHERIFF shall provide all necessary support for continuous, uninterrupted operation of the helicopter(s).

E. Training

1. All crews will be cross-trained in both fire and law enforcement missions to maximize personnel coverage and flexibility.
2. All pilots assigned to fire missions under this agreement shall be trained in the policies, frequency plans and special safety issues of FIRE and California firefighting aviation agencies.
3. FIRE shall assist in training the fire crew chief and sheriff crew chiefs in the duties and responsibilities of the crew chief.
4. All pilots and crew chiefs shall be required to complete the currency training in accordance to the County Air Support Operations Manual.

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5. Training records shall be maintained for all personnel, including pilots, and shall include a course description, course content, instructors name, date of training, length of training, location of training and shall be available to FIRE for review.

F. Communications

1. A staffing report shall be transmitted to FIRE's Duty Officer in the Emergency Communications Center (ECC) within 30 minutes of commencement of daily operations. This report shall include:
 - Helicopter number(s)
 - Pilot name(s)
 - Crew chief name(s)
 - Special Status Changes, i.e., location if not at Santa Ynez Airport
 - Other Available Aircraft
2. When on an incident, the crew chief and/or the pilot will communicate with the incident commander having jurisdiction, using the prescribed communications network of the jurisdictional organization.
3. The crew chief and/or the pilot should ensure the following minimum information is obtained before response on any fire mission:
 - Location and Name of Incident
 - Command Radio Frequency
 - ICS Ground Contact
 - Call-Up Frequency If Different From Command Frequency
 - Air-to-Air Frequency If Other helicopters are operating
4. SHERIFF and FIRE personnel who participate in a response will attend any After Action Debrief or Aviation Review Committee meetings to discuss the response to the incident.

IV. MANAGEMENT AND SUPERVISION

The management and supervision of Air Support Unit resources will be the responsibility of a Sheriff's Lieutenant assigned to Air Support duties. The Lieutenant shall retain supervisory control of all personnel assigned to the Air Support Unit.

V. POLICY AND PROCEDURE MANUAL

It is agreed that all members of the County Air Support Unit shall abide by the applicable policies and procedures as expressed in the Air Operations Manual, which is specific to the needs, objectives, and goals of the County Air Support Unit. If a conflict in policy and procedures arises, each respective employee's department policy and procedures manual will take precedence.

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VI. ADMINISTRATION

The Santa Barbara County Fire Chief and the Santa Barbara County Sheriff shall be responsible for the administration of this agreement. Each party to this agreement represents to the other that it has sufficient resources and/or other agreements to perform the covenants hereunder.

All notices given or required to be given under this agreement shall be in writing and may be given by facsimile (FAX), personal delivery, or by US mail. Notices shall be sent to:

Michael W. Dyer, Fire Chief
Santa Barbara County Fire Department
4410 Cathedral Oaks Road
Santa Barbara, CA 93110

Bill Brown, Sheriff
Santa Barbara County Sheriff's Office
4434 Calle Real
Santa Barbara, CA 93110

VII. ENTIRE AGREEMENT

This writing embodies the entire agreement and understanding between the parties hereto and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. Future extensions or modifications to this agreement may be made in the form of written addendums, which will require the signature of the Sheriff and Fire Chief, and then attached hereto as part of this agreement.

VIII. APPROVALS

Michael W. Dyer, Fire Chief
Santa Barbara County Fire Department

Bill Brown, Sheriff
Santa Barbara County Sheriff's Office

Date

Date

Updated: January 31, 2012

ATTACHMENT 1

Staffing and Service Level

Staffing Level:

- 1 Sheriff's Lieutenant (Manager)
- 2 Civilian Professional Pilots
- 1 Fire Captain Crew Chief
- 1 Deputy Sergeant/Pilot/Crew Chief
- 1 Deputy Sheriff Pilot/Crew Chief
- 1 Deputy Sheriff Crew Chief
- 2 Mechanics
- 1 Fire Captain Crew Chief (Collateral -32 hrs/pp)

Service Level:

- 2 Helicopters, 7 days a week, 8 hours a day (staggered schedule)

Aviation Assets:

Copters 1,3,4
Cessna 206

Reserve: Copter 308, Copter 2