

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING WITH THE
55TH WING AND THE SARPY COUNTY SHERIFF FOR COOPERATIVE
ACTIVITIES

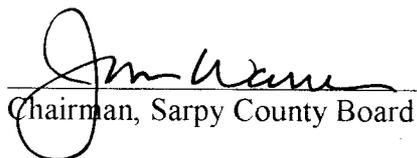
WHEREAS, pursuant to Neb. Rev. Stat. '23-104(6) (Reissue 2012), the County has the power to do all acts in relation to the concerns of the county necessary to the exercise of its corporate powers; and,

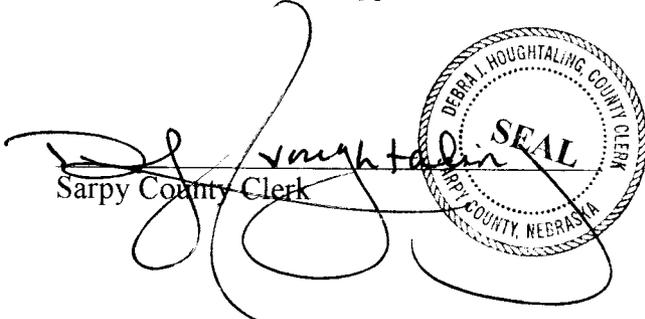
WHEREAS, pursuant to Neb. Rev. Stat. '23-103 (Reissue 20012), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, the Sarpy County Sheriff seeks to conduct various training exercises on property owned by the United States Air Force under the jurisdiction of the 55th Wing and to cooperate in various training and law enforcement activities; and,

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the agreement with the Memorandum of Understanding between the 55th Wing, Offutt Air Force Base (55th Security Forces Squadron) and the Sarpy county Sheriff's Office, a copy of which is attached hereto, is hereby approved and the Chair and Clerk are hereby authorized to execute said agreement on behalf of Sarpy County, Nebraska.

The above and foregoing Resolution was duly approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on this 24th day of September, 2013.


 Chairman, Sarpy County Board


 Sarpy County Clerk





DEPARTMENT OF THE AIR FORCE
HEADQUARTERS, 55TH WING (ACC)
OFFUTT AIR FORCE BASE, NEBRASKA

16 September 2013

MEMORANDUM FOR 55 WG/CC
55 SFS/CC

FROM: 55 WG/JA

SUBJECT: Legal Review of Memoranda of Understanding (MOU) between 55th Security Forces Squadron (55 SFS) and Sarpy County Sheriff's Office

1. We have reviewed the proposed Memoranda of Understanding (MOU) between 55 SFS and Sarpy County Sheriff's Office (SCSO). The MOU is legally sufficient contingent on minor changes to legal authority and ready for the signature of 55 SFS/CC and 55 MSG/CC.

2. FACTS:

a. The MOU provides a framework of cooperation for mutual support activities between 55 SFS and SCSO. Specifically, the MOU outlines the responsibilities between the 55th SFS and SCSO for utilization of the Offutt AFB Shoot House. The MOU provides that SCSO will notify 55 SFS two weeks prior to schedule facility usage, will be responsible for providing all equipment and supplies needed for conducting firing, will obtain range operation training and certification through the 55 SFS, will ensure a sufficient number of training cadre are in place to supervise each time facilities are used, and will ensure that the proper non-lethal handgun and rifle marking cartridges are used as munitions. The MOU provides that 55 SFS will train and certify all Range Safety Officers and Training Cadre, to provide a safe and operational facility when the operations tempo permits availability, conduct no-notice visits to ensure proper safety requirements and facility usages procedures are adhered to, and will notify Emergency Communications Center and all installation entry points of scheduled Shoot House training by SCSO. Finally, the MOU is effective upon execution and expires three years thereafter unless extended by mutual agreement of both parties.

b. The MOU additionally provides that SCSO will assist 55 SFS in the case of "officer in need of assistance" calls and for civil disturbances at base gates. The SCSO will also facilitate the pick-up of detained civilians on the proprietary jurisdiction of Offutt AFB when requested by 55 SFS, and will provide Special Weapons and Tactics (SWAT) team response on Offutt AFB when requested by 55 SFS. An additional paragraph states that 55 SFS will participate in barricaded suspect, hostage situation, and mass casualty scenarios.

The Sun Never Sets on the Fightin' Fifty-Fifth

This memorandum is intended solely for the above addressee. This memorandum is protected by the attorney-client and attorney-work product privileges. You may release a copy or the content of this memorandum only to those making decisions in your name or those who are both senior to you and in your chain of command. Contact 55 WG/JA prior to any other release. If you are not the intended recipient, do not read, copy, use, or disclose the contents of this memorandum to others; if you possess this memorandum in error, please contact 55 WG/JA.

3. LAW:

a. According to paragraph 1.2.1 of AFI 25-201, *Support Agreement Procedures*, 1 May 2005, an MOU “. . . define[s] general areas of understanding between two or more parties—explains what each party plans to do; however, what each party does is not dependent on what the other party does (e.g., does not require reimbursement or other support from receiver).”

b. According to paragraph 1.2.3 of AFI 25-201, “MOA/MOUs can be used between functional areas to document mutually agreed areas of responsibility, such as: Statement of facts; Intentions; Procedures; and Policies for future actions. The functional Office of Primary Responsibility (OPR) (e.g. Civil Engineers, Security Forces) will usually draft, sign and maintain these documents, which are procedural or technical in nature and will not initiate the obligation of funds or manpower for recurring support.”

c. DoD Directive 5525.5, *Cooperation with Civilian Law Enforcement Officials*, sets forth DoD policy to cooperate with civilian law enforcement officials to the extent practical and consistent with the needs of national security, military preparedness, the tradition of limiting direct military involvement in civilian law enforcement activities, and the requirements of applicable law. Enclosure 4 of DoD Directive 5525.5, *Restrictions on Participation of DoD Personnel in Civilian Law Enforcement Activities*, provides detailed guidance on all aspects of military involvement with civilian law enforcement, including the *Posse Comitatus Act*, 18 U.S.C. 1385. AFPD 10-8, *Air Force Support to Civil Authorities*, and AFI 10-801, *Assistance to Civilian Law Enforcement Agencies*, provide additional guidance.

d. DoD Instruction 2200.01, *Combating Trafficking in Persons*, sets for the policy of the DoD regarding efforts to oppose, deter, and educate with respect to trafficking in persons.

4. DISCUSSION:

a. An MOU is the appropriate manner for documenting this agreement because the agreement between the 55 SFS and SCSO addresses broad areas of general agreement relating to the provision of non-reimbursable support. 55 SFS is the Office of Primary Responsibility for the OAFB Shoot House, and therefore, according to paragraph 1.2.3. of AFI 25-201 referenced in paragraph (3)(b) above, an appropriate party to the MOU.

b. The proposed MOU is not an agreement for interservice support as defined in DoD Directive 4000.19, therefore the agreement should not list DoD Directive 4000.19 as an “authority.” Rather, it should include DoD Directive 5525.5, *Cooperation with Civilian Law Enforcement Officials*, as the proper authority. Additionally, the MOU should include a reference to DODI 2200.01, *Combating Trafficking in Persons*, under the authority section.

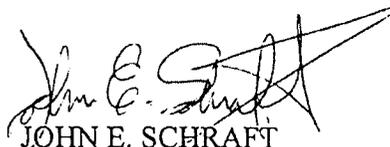
The Sun Never Sets on the Fightin' Fifty-Fifth

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5. RECOMMENDATION: We recommend 55 SFS/CC and 55 WG/CC sign the MOUs once changes regarding legal authority are made to the document. 55 SFS/CC must also obtain a signature from SCSO and maintain the originals. If you have any questions, please contact me at 294-3732.


MARISOL N. SALVIEJO, Capt, USAF
Chief, General Law

I concur.


JOHN E. SCHRAFT
Attorney Advisor

The Sun Never Sets on the 'Fightin' Fifty-Fifth

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TO	INITIALS	DATE	TASK NUMBER ASSIGNED (S1)
S-1 (Info)	JW	9/24/13	
CC (Signature) \ <i>[Signature]</i>	JW	9/24/13	TASK START DATE
S-5X (In-Turn)			16-Sep-13
			SFS SUSPENSE DATE
			SUSPENSE DATE

COMMENTS

Enclosed is Memorandum Of Understanding Between 55th Wing, Offutt Air Force Base (55th Security Forces Squadron) And Sarpy County Sheriff's Office. This document was coordinated through the S-Staff within the unit, Sarpy county Sheriff's Office and Legal. All recommended changes are included in the document. In addition, there were administrative changes. Please review and sign enclosed document if acceptable and I will post/distribute for the unit.

FROM	OFFICE SYMBOL	PHONE
SSgt Vicki E. Martin	55 SFS/S-5X	402-294-5661

SUBJECT

Memorandum Of Understanding Between 55th Wing, Offutt Air Force Base (55th Security Forces Squadron) And Sarpy County Sheriff's Office.

BACKGROUND

RECOMMENDATIONS

Please review and sign enclosed document if acceptable and I will post/distribute for the unit.

MEMORANDUM OF UNDERSTANDING

BETWEEN

**55TH WING, OFFUTT AIR FORCE BASE
(55TH SECURITY FORCES SQUADRON)**

AND

SARPY COUNTY SHERIFF'S OFFICE

1. **PURPOSE**: This Memorandum of Understanding (MOU) outlines a framework of cooperation and mutually beneficial support activities; to include responsibilities for utilization of the Offutt AFB Shoot House, between the 55th Wing and Sarpy County Sheriff's Office (SCSO), with the 55th Security Forces Squadron (55 SFS) designated the Offutt AFB representative for matters discussed in this MOU.

2. **AUTHORITY**:

a. Department of Defense (DoD) Directive 3025.18, *Defense Support Of Civil Authorities (DSCA)*

b. Department of Defense (DoD) Directive 5525.5, *Cooperation with Civilian Lawenforcement Officials*

c. Department of Defense (DoD) Instruction 2200.01, *Combating Trafficking in Person*

d. DoD O-2000.12-H, *Antiterrorism Handbook*

e. Air Force Policy Directive (AFPD) 10-8, *Defense Support of Civil Authorities (DSCA)*

f. Air Force Instruction (AFI) 10-801, *Defense Support of Civil Authorities*

g. AFI 10-245, *Antiterrorism (AT)*

h. AFI 25-201, *Support Agreement Procedures*

i. AFI 31-121, *Military Working Dog Program*

j. 10 United States Code (U.S.C.), *Chapter 18, §§ 371-378, Military Cooperation with Civilian Law Enforcement Officials*

k. 18 U.S.C., § 1385, *Use of Army and Air Force as Posse Comitatus*

3. **DEFINITIONS**:

a. Shoot House: The area contained within the Bldg 559 warehouse.

b. Range Safety Officer (RSO): Individual from using agency, trained in the use of the Shoot House facility by 55 SFS/S-4T. This individual is in charge of and assumes responsibilities for managing and ensuring the safe operation of the Offutt AFB Shoot House for the using agency.

c. Training Cadre (TC): Designated individuals from using agency, trained by 55 SFS/S-4T to perform duties as line officials in the Offutt AFB Shoot House for the using agency.

d. Marking Cartridge (MC): Non-lethal, low propellant dye marking cartridge used in dynamic, live role player training. (Example: Simunitions, UTM)

4. **RESPONSIBILITIES:**

a. SCSO will:

(1) Notify 55 SFS if a military member is arrested off base.

(2) Notify 55 SFS if the SCSO receives specific information that implicates Offutt AFB personnel or resources in any criminal plan, drug activity, or indicates a threat to Offutt AFB (e.g., terrorist plot) as long as releasing this information does not compromise the SCSO criminal investigation.

(3) Provide assistance when requested by 55 SFS as allowed by available resources in situations such as “officer needs assistance” calls or civil demonstrations at Offutt AFB entrance gates.

(4) Assist in the re-apprehension of any fleeing military confinee from Offutt AFB.

(5) Allow 55 SFS to attend local training events when resources and space permit.

(6) Facilitate pick-up of detained civilian(s) on *proprietary jurisdiction* of Offutt AFB once notified by 55 SFS.

(7) Provide Special Weapons and Tactics (SWAT) team response to Offutt AFB when requested by the 55 SFS. Team will fall under the command and control of the military on-scene commander or lead agency. Team commander will exercise command and control of team members during actual employment.

(8) Notify senior faculty members of Lemay, Peter Sarpy and Fort Crook elementary schools of Force Protection Condition changes at Offutt AFB and to implement locally developed procedures.

(9) As dictated by specific threat (e.g. shooting at aircraft) identified by the 55 SFS and allowed by available resources, provide increased patrol coverage for identified areas near Offutt AFB within the jurisdiction of the SCSO.

(10) Notify 55 SFS if the SCSO receives any information or is involved in a case that involves Offutt AFB personnel or resources in any Trafficking-In-Persons or prostitution activities.

(11) Participate in joint exercises with the 55 SFS and other law enforcement agencies as resources and mission allow. Exercise scenarios include, but are not limited to, active shooter, barricaded suspect, hostage situation and mass casualty incidents, such as aircraft crashes.

(12) Provide incident/accident reports upon request and when available. All requests will be for official use only. The 55 SFS POC for incident/accident reports will be 55 SFS/S-5R, 402-294-3185.

(13) The following items detail use of the Shoot House:

(a) Contact 55 SFS at least two weeks prior to schedule facility usage, and ensure the facility is available. The 55 SFS/S-4T (294-9609 or 9616) section will act as the point of contact.

(b) Be responsible for providing an RSO, appropriate number of TC personnel, weapons, targets, hearing protection, first aid kits, cleaning equipment, all other required equipment and supplies needed for conducting firing of MC from agency weapons.

(c) If any damage to the facility occurs, notify 55 SFS/S-4T immediately and coordinate necessary repairs/corrective actions.

(d) Ensure the Shoot House is left clean and operational for official training use.

(e) Conduct routine maintenance including picking up trash and expended cartridge casings, and discarding munitions and target residue in the proper receptacles.

(f) RSO and TC will constantly observe users of the Shoot House to ensure all safety precautions and procedures are followed. The Shoot House safety rules must be briefed and observed at all times. Failure to observe the Shoot House safety rules will be grounds for eviction and permanent loss of use privileges.

(g) Use of the telephone located at the entrance of the Shoot House is limited to official business only. A list of contact numbers for emergency or general use is posted adjacent to the door.

(h) Obtain range operation training and certification through the 55 SFS/S-4T in accordance with this MOU. Once the individual(s) meets all safety requirements, a signed memorandum from the NCOIC, Training or Chief of Training will be provided as proof of training.

(i) Ensure a sufficient number of TC are in place to supervise firing each time the Shoot House is used. Minimum personnel required are one RSO and one TC for every seven (7)

participants in the exercise area during the scenario, including role players. The RSO will ensure this policy is adhered to during all phases of Shoot House use.

(j) The RSO will ensure all individuals present receive a safety briefing prior to beginning training. Discharge of MC outside of the Shoot House, or while garage doors are opened, is strictly prohibited. Any act deemed unsafe by 55 SFS/S-4T will result in the using agencies removal from the Shoot House, and their facility use will be revoked.

(k) The Offutt AFB Shoot House may be used for firing non-lethal handgun and rifle MC only. The RSO will ensure, with 55 SFS/S-4T approval, the munitions used meet this standard. At no time will live ammunition be brought into the Shoot House. RSO and TC will certify all participants have purged all pockets, gear and equipment and that no live ammunition is present. If live ammunition is discovered at any time, all training will stop immediately. The entire Shoot House and all personnel will be re-purged for live ammunition.

(l) RSO will provide 55 SFS/S-4T with the number of personnel who attended training as well as amounts and caliber of rounds fired. This information will assist 55 SFS/S-4T in tracking usage and forecasting maintenance.

(m) RSO and all TC will enforce “no smoking” or “open flames” policy within the Shoot House.

(n) RSO will inspect the Shoot House for damage prior to opening, after closing, annotate any discrepancies and provide to 55 SFS/S-4T. 55 SFS/S-4T personnel will inspect the Shoot House for damage the day after training is conducted and annotate any discrepancies in an inspection checklist.

(o) It is recommended that the using agency supply a First Aid Kit; however if no kit is brought by using agency, a small First Aid Kit is located by the main door. This kit is sealed and if the using agency must use the kit, they must notify 55 SFS/S-4T so that the kit can be replenished.

(p) Using agency is responsible for all medical care for injuries sustained by agency personnel during the conduct of training.

b. 55 SFS will:

(1) Provide response and assistance to local civilian authorities to prevent the loss of life or serious property damage, e.g., assisting in “officer needs assistance” calls. This response would be limited by 18 U.S.C. § 1385, *Posse Comitatus Act*, and will be terminated when local police authorities arrive at the scene.

(2) Allow local police authorities to attend training events on a space available basis when resources, space, and Air Force mission permits.

(3) Notify the appropriate police authorities if a civilian is detained on *proprietary jurisdiction* of Offutt AFB grounds. Local police authorities will pick up detained civilians as

soon as possible as long as probable cause exists, and or, an active arrest warrant is on file and verified regarding the detainee.

(4) Work with local police authorities to properly submit requests for military working dogs in accordance to AFI 31-121, *Military Working Dog Programs*. Local police departments shall provide as much advance notice and coordination as possible.

(5) Participate in local community oriented activities, e.g., parades and other events, as the Air Force mission allows.

(6) Notify the SCSO of Force Protection Condition changes at Offutt AFB.

(7) Participate in joint exercises with the SCSO and other law enforcement agencies as resources and mission allow. Exercise scenarios include, but are not limited to, active shooter, barricaded suspect, hostage situation and mass casualty incidents, such as aircraft crashes.

(8) Through the 55 SFS/S-4T, train and certify all RSOs and TC on Shoot House use policies and procedures. Provide a safe and operational Shoot House facility when the operations tempo permits availability and conduct no-notice visits to ensure proper safety requirements and facility usage procedures are adhered to by using agency.

(9) Ensure the Emergency Communications Center and all installation entry points are notified of scheduled Shoot House training by SCSO. This notification will allow SCSO to enter the installation on official business with privately owned vehicles or city owned vehicles.

(10) Notify SCSO of specific threats against Offutt AFB and request additional patrol coverage for identified areas under SCSO jurisdiction in which the threat originates.

(11) Include Lemay, Peter Sarpy and Fort Crook elementary schools within 55 SFS patrol zones. Patrols are primarily used as deterrence to crime and will not enter the facilities, except to prevent the loss of life or serious property damage, e.g., assisting in "officer needs assistance" calls.

(12) Request incident/accident reports only when required and all requests will be for official use only. The 55 SFS POC for incident/accident reports will be 55 SFS/S-5R, 402-294-3185.

5. FUNDING AND REIMBURSEMENT: Support outlined in this MOU is based upon availability of resources and is provided on a non-reimbursable basis by both parties.

6. AGREEMENT, REVIEW, AND ADMINISTRATION:

a. This Memorandum of Understanding supersedes all prior agreements or Memoranda of Understanding between these parties concerning mutual support and will become effective when signed by all parties.

b. Either party may terminate this agreement at any time provided the terminating party serves the other party with 180 days written notice of intent to terminate.

c. 55 SFS reserves the right to terminate Shoot House use at any time due to abuse/misuse of the Shoot House facility or misconduct by personnel utilizing the facility.

d. If not otherwise terminated, this agreement will expire 3 years from its effective date. However, if a new is agreement is in formal coordination, this agreement will remain effective until the new agreement is completed.



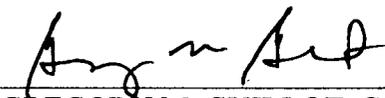
THEODORE A. BREUKER, Lt Col, USAF
Commander, 55th Security Forces Squadron

17 SEP 13
Date



JOHN KUCER
Captain, Sarpy County Sheriff's Office

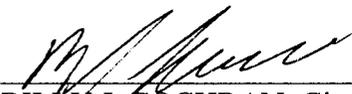
9/17/13
Date



GREGORY M. GUILLOT, Colonel, USAF
Commander, 55th Wing

9/17/13
Date

55th Wing Antiterrorism Officer Annual Review:



BILLY J. COCHRAN, Civ, DAF
55th Wing Antiterrorism Officer

17 SEP 13
Date

Annual Review

Date: _____ Initials: _____ Date: _____ Initials: _____ Date: _____ Initials: _____



Jim Warren
County Commissioner

9/24/13

Date