

MEMORANDUM OF UNDERSTANDING BETWEEN
502 AIR BASE WING
AND
SCHERTZ POLICE DEPARTMENT
FOR
LAW ENFORCEMENT RESPONSE ASSISTANCE AND INFORMATION SHARING

1. PURPOSE: This Memorandum of Understanding (MOU) outlines cooperation between the 502d Air Base Wing (502 ABW), Joint Base San Antonio (JBSA), Texas and Schertz Police Department (SPD). For purposes of this MOU, key organizations within the 502 ABW include the 502d Security Forces Group (502 SFG) and subordinate squadrons consisting of 502d Security Forces Squadron (502 SFS) at JBSA-Fort Sam Houston, 802d Security Forces Squadron (802 SFS) at JBSA-Lackland, and 902d Security Forces Squadron (902 SFS) at JBSA-Randolph. 502 SFG is the lead Security Forces unit responsible for coordination with SPD and references shall hereafter include 502 SFS, 802 SFS and 902 SFS as subordinate squadrons. Primarily, this MOU is intended to formalize the provision of law enforcement mutual aid; and information sharing concerning known or potential criminal activities targeting JBSA facilities, personnel or missions.

2. GENERAL: This MOU does not create additional jurisdiction or limit or modify existing jurisdiction vested in the parties. This MOU is only intended to provide guidance and document an agreement for general support between 502 ABW and all of its operating locations and SPD.

2.1. This MOU provides documentation for interoperability support between the 502 ABW and SPD to outline response procedures for 502 SFG and SPD.

2.2. 502 SFG and SPD will meet as needed to review current trends and to discuss matters related to this agreement or to provide familiarization between units.

2.3. All operating locations within the 502 ABW contain property which is federal exclusive, concurrent or proprietary jurisdiction.

2.4. This agreement will be updated or revised as needed. At a minimum, this MOU will be reviewed every three years by both parties.

2.5. Although the 902 SFS at JBSA-Randolph is the primary installation in the jurisdictional footprint of SPD, JBSA is a single installation and the sharing of information between adjacent jurisdictions and all Security Forces units within 502 SFG is essential for establishing a common operating picture of known or potential criminal activities in and around JBSA.

2.6. To facilitate technology upgrades for information sharing between 502 SFG and SPD, agencies agree to use existing resources to incorporate radio communications interoperability as outlined in the Texas Statewide Interoperability Channel Plan (TSICP).

3. UNDERSTANDING OF THE PARTIES:

3.1. PERSONNEL: Each Party is responsible for all salaries, benefits, costs and expenses due and attributable to that Party's own personnel, equipment and facilities that are assigned and made available to a Requesting Party hereunder.

3.1.1. SUPERVISION AND CONTROL. When providing assistance under the terms of this Agreement, the personnel, equipment, and resources of any Assisting Party will be under the operational control of the Requesting Party, the response effort to which shall be organized and functioning in accordance with the guidelines outlined by the Requesting Party. Direct supervision and control of personnel, equipment and resources and personnel accountability shall remain with the designated supervisory personnel of the Assisting Party. The designated supervisory personnel of the Assisting Party shall (i) maintain daily personnel time records, material records, and a log of equipment hours; (ii) be responsible for the operation and maintenance of the equipment and other resources furnished by the Assisting Party; and (iii) report work progress to the Requesting Party. The Assisting Party's personnel and other resources shall remain subject to recall by the Assisting Party at any time, subject to reasonable notice to the Requesting Party.

3.2. 502 ABW will not expend any additional funds in support of this MOU.

3.3. SPD will not expend any additional funds in support of this MOU.

3.4. LOGISTICAL SUPPORT:

3.4.1. PLANS: There will be no additional plans to accompany this MOU.

3.4.2. MAINTENANCE: Each Party will be responsible for maintenance of their equipment.

3.4.3. SUPPLY: Each Party will be responsible for any supplies they may require.

3.4.4. TRANSPORTATION: Each Party will be responsible for their own transportation.

3.4.5. CONTRACTING: There will be no contracting support required for this MOU.

3.5 OPERATIONAL SUPPORT:

3.5.1. SPD agrees to notify 502 SFG whenever information of a criminal nature or of intelligence value is developed that could affect any mission or personnel within JBSA. 502 SFG agrees to protect information received from SPD in accordance with established Department of Defense (DOD) policy and guidance or as required by SPD policy and guidance to prevent the compromise of ongoing investigations or operations.

3.5.2. SPD agrees to assist 502 SFG upon request, by deploying SPD personnel or other available department assets as deemed appropriate by SPD during critical incidents requiring immediate law enforcement support, aiding in criminal investigations, assisting in traffic control, and sharing information.

3.5.2.1. When contacted by a Requesting Party, a Point of Contact of the Party from which aid is requested agrees to assess local resources to determine availability of personnel, equipment and other assistance based on current or anticipated needs. All Parties shall render assistance to the extent personnel, equipment and resources are deemed available. No Party shall be required to provide Mutual Aid unless it determines in its sole discretion that it has sufficient resources to do so based on current or anticipated events within its own jurisdiction.

3.5.3. SPD agrees to assist 502 SFG investigators, upon request, for the purpose of acting as a liaison to the off-base community for conducting investigations. This could also include assistance in serving warrants and subpoenas.

3.5.4. SPD agrees to support 502 SFG, upon request, with traffic and crowd control support in areas immediately adjacent to JBSA installations during major events such as demonstration, critical incidents, or other events which may impact city traffic flow.

3.5.5. 502 SFG agrees to support SPD by staffing the Southwest Texas Fusion Center (SWTFC) with Security Forces (SF) Intelligence and Investigation personnel. Routine staffing will be supplemented during major events, critical incidents, or other instances which may increase vulnerability or threats to the City of Schertz or JBSA.

3.5.6. 502 SFG and SPD agree to share information relative to Community Policing and Crime Prevention. All parties agree to support policing activities with manning assistance when possible for events including, but not limited to, National Night Out, National Police Week, Crime Prevention, and other events.

3.5.7. 502 SFG agrees to support SPD with SF patrol escorts when service of process becomes necessary within JBSA by designating the Visitor Control Center (VCC) as the primary location for service of process pursuant to 32 CFR §720.20, and will follow 502 ABW policy and guidance.

3.5.8. Upon request, 502 SFG agrees to provide SPD with basic military training support focused on interoperability. This includes basic military skills such as basic marksmanship, patrolling, mission planning, medical, and survival but does not include advanced military training prohibited by DoDI 3025.21. Training will be coordinated and agreed upon in advance by all parties involved. JBSA mission requirements will take precedence over all other training.

3.5.9. Mission permitting, 502 ABW agrees to invite SPD to participate in major exercises in which actual occurrences may require unified command components (e.g. active attacker, aircraft crash, or mass casualty incident).

3.5.10. 502 SFG agrees to appoint an SF representative from Security Forces Intelligence and Investigations (S2) functions as a single focal point for SPD and 502 SFG coordination. Representatives will liaise with SPD consistent with the information sharing purpose of this MOU.

4. COMMAND AND CONTROL:

4.1. 502 ABW and SPD agree to organize under the Incident Command System as a Unified Command during critical incidents involving shared jurisdiction or responsibility.

4.2. 502 ABW shall maintain Incident Command and overall management responsibility for all incidents within JBSA jurisdiction. The 502 ABW Incident Commander (IC) shall have command and control of the incident and all responders to ensure common goals and objectives, joint planning, integrated tactical operations, maximizing all resources under a Unified Command response structure.

4.3. SPD agrees, when providing personnel to support an incident within JBSA jurisdiction, to provide a representative to assist the 502 ABW IC at the Incident Command Post. The representative will serve as the Liaison Officer between SPD and the 502 ABW IC. The Liaison Officer will inform the 502 ABW IC of the capabilities and/or limitations of all assisting and responding SPD resources.

5. INTERAGENCY RADIO FREQUENCY USE AGREEMENT:

5.1. Agreement between SPD and 502 ABW to support joint operations or mutual aid communications interoperability capabilities through compliance with the Texas Statewide Interoperability Channel Plan (TSICP).

5.2. This agreement is executed to comply with Section 2.103 and 90.421 of the Federal Communications Commission (FCC) Rules and Regulations and Chapter 8.3.3 of the NTIA Manual of Regulations and Procedures for Federal Radio Frequency Management. It provides for joint operations of non-government frequencies on a planned or scheduled basis in accordance with the following stipulations:

5.2.1. 502 ABW will submit a copy of this agreement to 502 Communications Squadron Base Spectrum Management Office who will submit radio frequency authorization (RFA) to the National Telecommunications and Information Administration (NTIA).

5.2.1.1. Federal government use of interoperability radio frequencies will be in accordance with the following directives, in order of precedence: (1) National Telecommunications and Information Administration (NTIA) Manual of Regulations and Procedures for Federal Radio Frequency Management; (2) National Interoperability Field Operations Guide (NIFOG); and (3) Texas Statewide Interoperability Channel Plan (TSICP).

5.2.1.2. Authorization for "Federal Government" use of civil "Non-Military" radio frequencies is dependent on meeting the following conditions: (1) Provide 502 CS/Joint Base San Antonio Spectrum Management Office (JBSA SMO) a copy of the signed "finalized" MOU(s) via 502 CS/SCXP (CS FAAC); and (2) JBSA SMO receives NTIA approved Radio Frequency Authorizations (RFAs).

5.2.2. Use of TSICP interoperability frequencies is restricted to interoperability communications between SPD and 502 ABW for the purposes of mutual aid, law enforcement operations, and emergency management.

5.2.3. These frequencies are limited to use within the area of Schertz and JBSA installations. Frequency control is maintained by the owner/user for the radio network being used. Command and Control will be based upon the jurisdictional location in which the radio frequencies are being used for interagency communications.

5.2.4. Section 5 "INTERAGENCY RADIO FREQUENCY USE AGREEMENT" within this agreement it will be reviewed at least every five years to validate continued operational requirements.

5.2.5. 502 ABW has an agreement with the Southwest Texas Regional Advisory Council (STRAC) to provide frequency merging capability during public safety mutual aid operations.

6. CONTACT INFORMATION & CORRESPONDENCE:

6.1. The 502 SFS Emergency Control Center (ECC) is located at 2404 N. New Braunfels, JBSA-Fort Sam Houston. The non-emergency number is (210) 221-2222.

6.2. The 802 SFS ECC is located at 223rd Ave., Building 1030, JBSA-Lackland. The non-emergency number is (210) 671-2018.

6.3. The 902 SFS ECC is located at 925 3rd St. West, JBSA-Randolph. The non-emergency number is 210-652-5700.

6.4. Key Stakeholder Contact Information:

6.4.1. 502 SFG: Commander, 502 SFG, 1 Washington Circle, Suite 2, JBSA-Randolph, TX 78150, 210-652-1205.

6.4.2. Schertz Police Department: Chief of Police, 1400 Schertz Parkway, #6, Schertz, TX 78154

7.0 AGREEMENT AND ADMINISTRATION: If either party requests termination of this agreement, it will be terminated 30 days after that party provides written notification of termination to the other party.

7.1. FUNDS AND MANPOWER: This MOU does not document nor provide for the exchange of funds or manpower between the Parties nor does it make any commitment of funds or resources.

7.2. MODIFICATION OF MOU: This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. This MOU will be reviewed annually on or around the anniversary of its effective date, and triennially in its entirety.

7.3. DISPUTES: Any disputes relating to this MOU will, subject to any applicable law, Executive order, directive, or instruction, be resolved by consultation between the Parties or in accordance with DoDI 4000.19.

7.4. TRANSFERABILITY: This MOU is not transferable except with the written consent of the Parties.

7.5. ENTIRE UNDERSTANDING: It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter.

7.6. EFFECTIVE DATE: This MOU takes effect beginning on the day after the last party signs.

7.7. EXPIRATION DATE: This MOU expires nine years from the effective date.

APPROVED:

FOR 502 ABW

MILLER.CAROLIN
E.M.1155078711

Digitally signed by
MILLER.CAROLINE.M.1155078711
Date: 2022.01.27 16:11:25 -0600

CAROLINE M. MILLER
Brigadier General, USAF
Commander

Date

FOR SPD

DR. MARK BROWNE
City Manager, City of Schertz

Date