

RESOLUTION NO. 24-R-22

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER IN A MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE 502 AIR BASE WING AND THE SCHERTZ POLICE DEPARTMENT FOR LAW ENFORCEMENT RESPONSE ASSISTANCE AND INFORMATION SHARING.

WHEREAS, The Schertz Police Department seeks to work cooperatively with the 502 Air Wing, Joint Base San Antonio, in Law Enforcement Response Assistance and Information sharing; and functions and services; and

WHEREAS, the MOA provides documentation for interoperability support between the 502 Air Base Wing and the Schertz Police Department to outline response procedures; and

WHEREAS, the MOA is intended to formalize the provision the provision of law enforcement mutual aid and information sharing concerning known or potential criminal activities targeting JBSA facilities, personnel or missions; and

WHEREAS, the support and assistance needed is beyond the reasonable capabilities and resources that law enforcement alone may possess; and

WHEREAS, to facilitate technology upgrades for information sharing between the 502 Air Base Wing and the Schertz Police Department, agencies agree to use existing resources to incorporate radio communications interoperability as outlined in the Texas Statewide Interoperability Channel Plan (TSICP); and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into this MOA with the 502 Air Base Wing, pursuant to the MOA attached hereto as Exhibit A (the “supporting documentation”)

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:

Section 1. The City Council hereby authorizes the City Manager to execute the Memorandum of Agreement with the 502 Air Base Wing.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of

such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, this ____ day of _____, 2024.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

EXHIBIT A
AGREEMENT

MEMORANDUM OF AGREEMENT

BETWEEN

THE 502 AIR BASE WING

AND THE

SCHERTZ POLICE DEPARTMENT

FOR THE GREAT TEXAS AIRSHOW SUPPORT OVERTIME REIMBURSEMENT

MOA NUMBER: _____

This is a memorandum of agreement (MOA) between the 502d Air Base Wing (502 ABW), Joint Base San Antonio, Texas and the Schertz Police Department (SZPD). When referred to collectively, the 502 ABW and the SZPD are referred to as the "Parties."

1. BACKGROUND: The Great Texas Airshow is scheduled for 5-7 April 2024 at JBSA-Randolph AFB, Texas. This planned event will attract large crowds, which will likely exceed the normal daily capability of local law enforcement agencies. This MOA will provide a mechanism to reimburse local law enforcement agencies for overtime expenditures while directly supporting the Great Texas Airshow.

2. AUTHORITIES:

DoDI 4000.19, "Support Agreements," December 16, 2020

AFI 25-201, 17 October 2013, Intra-Service, Intra-Agency, and Interagency Support Agreement Procedures

AFRC SUP 25-201, 28 May 2018, Intra-Service, Intra-Agency, and Interagency Support Agreement Procedures

JBSA MOA, current as March 2021, incorporating FY11, FY12, FY14, FY15, FY16, FY17, FY19, and FY20 changes.

3. PURPOSE: The Great Texas Airshow is scheduled to occur 05-07 April 2024 at JBSA-Randolph AFB, Texas. The 502 ABW will reimburse the SZPD for law enforcement personnel overtime incurred while directly supporting airshow operations on those dates.

4. AGREEMENTS OF THE PARTIES:

4.1. The 502 ABW will—

4.1.1. Reimburse SPD for assigning six (6) police officers, 124 man-hours of overtime, at an overtime rate not to exceed \$50 per hour and a total reimbursement not to exceed \$6,200, incurred while directly supporting airshow operations.

4.2. The SZPD will—

4.2.1. Submit a Federal Emergency Management Agency (FEMA) Form 90-123 listing date, name, job title, hours worked and overtime labor rate for each employee assigned to directly support the Great Texas Airshow.

5. PERSONNEL: Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

6. GENERAL PROVISIONS:

6.1. POINTS OF CONTACT (POCs). The following POCs will be used by the Parties to communicate matters concerning this MOA. Each Party may change its POC upon reasonable notice to the other Party.

6.1.1. For the 502 ABW—

6.1.1.1 Name, position, office identification, phone number and email of primary POC: Eric Broughton, Airshow Law Enforcement Coordinator, 502 Security Forces Group, (210) 300-7209, eric.broughton@us.af.mil.

6.1.2. For the SPD—

6.1.2.1 Position, office identification, phone number and email of primary POC: Daniel Roman, Assistant Chief, (210) 701-9150, droman@schertz.com.

6.2. CORRESPONDENCE. All correspondence to be sent and notices to be given pursuant to this MOA will be addressed, if to the 502 ABW, to—

6.2.1. 2080 Wilson Way, JBSA-Fort Sam Houston, Texas 78234 and, if to the SPD, to—

6.2.2. 1400 Schertz Pkwy #6, Schertz, Texas 78154.

6.3. REVIEW OF AGREEMENT. If non-reimbursable, this MOA will be reviewed no less often than mid-point on or around the anniversary of its effective date in its entirety. If reimbursable, this MOA will be reviewed on or around the anniversary of its effective date annually for financial impacts; if there are substantial changes in resource requirements, the agreement will be reviewed in its entirety.

6.4. MODIFICATION OF MOA. This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

6.5. DISPUTES. Any disputes relating to this MOA will, subject to any applicable law, Executive order, or DoD issuances, be resolved by consultation between the Parties.

6.6. TERMINATION OF AGREEMENT. This MOA may be terminated by either Party giving at least 10 days written notice to the other Party. This MOA may also be terminated at any time upon the mutual written consent of the Parties. This MOA is scheduled to terminate upon conclusion of the Great Texas Airshow operations, no later than 2400 hrs, 8 April 2024.

6.6.1. UNAVOIDABLE TERMINATION EXPENSES. Any reimbursement payment for unavoidable termination expenses shall not exceed 10 percent of the expected payment amount listed in 4.1.1. *supra*.

6.7. TRANSFERABILITY. This MOA is not transferable except with the written consent of the Parties.

6.8. ENTIRE AGREEMENT. It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter, thereby superseding all prior agreements of the Parties with respect to such subject matter.

6.9. EFFECTIVE DATE. This MOA takes effect beginning on the day after the last Party signs.

6.10. EXPIRATION DATE. This MOA expires on the 9th day of April 2024.

6.11. CANCELLATION OF PREVIOUS MOA. N/A This MOA is the first between the Parties.

6.12. NO THIRD PARTY BENEFICIARIES. Nothing in this MOA, express or implied, is intended to give to, or will be construed to confer upon, any person not a party any remedy or claim under or by reason of this MOA and this MOA will be for the sole and exclusive benefit of the Parties.

6.13. SEVERABILITY. If any term, provision, or condition of this MOA is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this MOA and all remaining terms, provisions, and conditions of this MOA shall continue in full force and effect. The Parties shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions which achieve the purpose intended by the Parties to the greatest extent permitted by law.

6.14. OTHER FEDERAL AGENCIES. This MOA does not bind any federal agency, other than the Parties, nor waive required compliance with any law or regulation.

7. FINANCIAL DETAILS

7.1 AVAILABILITY OF FUNDS. This MOA does not document the obligation of funds between the Parties. The obligation of funds by the Parties, resulting from this MOA, is subject to the availability of funds pursuant to the DoD Financial Management Regulation. No provision in this MOA will be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, Section 1341 of Title 31, United States Code.

7.2 BILLING. SPD will submit a single request for overtime reimbursement to 502 ABW via FEMA Form 90-123 no later than 31 MAY 2024.

7.3 PAYMENT OF BILLS. The 502 ABW paying office will forward payments, along with

a copy of billed invoices, to the SPD within 30 calendar days of the date of invoice. Bills rendered will not be subject to audit in advance of payment.

7.4. FINANCIAL SPECIFICS. An exact monetary amount cannot be provided prior to the Great Texas Airshow due to the potential for last minute adjustments and changes of schedule. Several law enforcement agencies will provide direct support to the Great Texas Airshow. A total maximum reimbursable amount of \$40,000 is available to be disbursed amongst all participating local law enforcement agencies. This maximum amount was determined by multiplying the highest overtime rate of \$50 per hour by 800 hours, the total number of hours to be worked for the Great Texas Airshow. The total portion of the reimbursable amount allotted to the parties under this agreement is delineated in para. 4.1.1.

7.5. ECONOMY ACT DETERMINATION AND FINDINGS (D&F). If the MOA is being entered into in accordance with Section 1535 of Title 31, United States Code (the Economy Act), both Parties agree that the requirements listed in Paragraph (a) of the Economy Act have been met.

8. LIST OF ATTACHMENTS: Attachment A for Reimbursable Support

AGREED:

FOR THE 502 ABW—

FOR THE SZPD—

RUSSELL D. DRIGGERS
Brigadier General, USAF
Commander

Steve Williams
City Manager
City of Schertz, TX

_____ (Date)

_____ (Date)

Mid-Point Review Due Date: due to the 48-hour brevity of the MOA, there is no Mid-Point Review.

ATTACHMENT A

MOA NUMBER: _____

1. Reimbursable Support:

Reimburse SPD for assigning six (6) police officers, 124 man-hours of overtime, at an overtime rate not to exceed \$50 per hour and a total reimbursement not to exceed \$6,200, incurred while directly supporting airshow operations.

2. Estimated Amount of Funds to Be Reimbursed: \$6,200, Appropriation: FY2024

3. Cost Center Number: N/A.

4. Financial Points of Contact: N/A