

MEMORANDUM OF UNDERSTANDING
BETWEEN
FRANCIS E. WARREN AIR FORCE BASE, WYOMING (FEW AFB)
AND
THE LARAMIE COUNTY SHERIFF'S OFFICE (LCSO), WYOMING
FOR
LAW ENFORCEMENT RESPONSE ASSISTANCE AND INFORMATION SHARING
AGREEMENT NUMBER

This is a Memorandum of Understanding (MOU) between the FEW AFB and the LCSO, 1910 Pioneer Ave., Cheyenne, WY 82001. When referred to collectively, the FEW AFB and the LCSO are referred to as the "Parties".

1. **BACKGROUND:** Permitted Security Forces (SF) Law Enforcement Activities for Civilian Offenders on FEW properties. MOU is needed to facilitate support in apprehension/arrest of civilians on FEW properties and/or to provide mutual support during exigent situations. Jurisdiction of FEW AFB main support base (within boundary of the perimeter fence) is currently *Exclusive* but, may change to *Concurrent*, whereas FEW properties residing outside the main support base (i.e., across/adjacent to Happy Jack Rd.) is *Concurrent*, as presented on Attachment 1. Jurisdiction change does not change what is outlined in this MOU but is provided herein for awareness.
2. **AUTHORITIES:** DoDI 4000.19, *Support Agreements*, and DoDI 5200.08, *Security of DoD Installations and Resources and the DoD Physical Security Review Board (PSRB)*.
3. **REFERENCES:** DAFI 31-115, *Law and Order Operations*, AFMAN 71-102, *Air Force Criminal Indexing*, and 90 MW Plan 31-1, *Integrated Defense and Antiterrorism Plan (ID/ATP)*.
4. **PURPOSE:** This MOU outlines cooperation between the 90th Security Forces Squadron (90 SFS), FEW AFB, and LCSO. This MOU is intended to formalize the provision of response assistance and the sharing of information concerning known or potentially known criminal or terrorist activities against FEW AFB and the surrounding communities that border the installation. This MOU outlines responsibilities required to support criminal history and National Instant Criminal Background Check System (NICS) indexing.

5. **UNDERSTANDING OF THE PARTIES:**

5.1. FEW AFB:

5.1.1. 90 SFS agrees to be a point of entry for Defense Support to Civil Authorities requests from LCSO and will ensure such requests are immediately staffed to the appropriate approval authority. As a result of Posse Comitatus, 18 U.S.C. § 1385, limitations on military members performing civilian law enforcement activities, 90 SFS is limited as to what support may be provided to LCSO for off-installation events. Support that may be rendered could consist of stand-by SF personnel to assume control or take custody of military offenders.

5.1.2. 90 SFS/90 SFG agrees to share information relative to Community Policing and Crime Prevention and Antiterrorism, where classifications/restrictions allow. Parties agree to support

policing activities with manning assistance, if possible, for events including, but not limited to, National Police Week, Crime Prevention, Cheyenne Frontier Days, Air Shows, and other events.

5.1.3. 90 SFS agrees to support with patrol escorts when serving warrants and subpoenas within FEW AFB and will follow applicable Department of Defense (DoD), Air Force, and wing policies and guidance accordingly.

5.1.4. 90 SFG agrees to provide LCSO with training support such as instructors, facilities, and materials consistent with Air Force and LCSO policy and guidance. Training will be coordinated and agreed upon in advance by all parties involved. Installation mission requirements will take precedence over all other training.

5.1.5. 90 SFS agrees to appoint an SF representative from the S2 Intelligence, Investigations, and Analysis, and SSL Police Services functions. Representative(s) will liaise with LCSO consistent with the operational support of this MOU.

5.1.6. 90 SFG agrees to appoint an SF representative from the Antiterrorism function. Representative(s) will liaise with LCSO consistent with the operational support of this MOU.

5.1.7. 90 SFG agrees to invite LCSO to participate in active shooter and other emergency response exercises, as applicable.

5.1.8. 90 SFG agrees to be organized under the Incident Command System (ICS) as a Unified Command. SF representative will liaise with LCSO representative to ensure joint tactical execution efforts; however, SF retains authority in executing tactics in relation to securing and safeguarding Air Force and/or DoD resources/assets.

5.1.9. 90th Missile Wing (90 MW) will maintain Incident Command and overall management responsibility for all incidents on FEW AFB properties with the 90 MW Incident Commander (IC) having command and control of the incident and all first responders to ensure common goals and objectives, joint planning, integrated tactical operations, and maximization of all resources under a Unified Command response structure.

5.1.10. Provide LCSO with canine explosive detection support IAW Air Force Instruction 31-102, *Military Working Dog Program*, as limited by 18 U.S.C. 1385, *Posse Comitatus Act*. However, 90 MW **CANNOT** provide routine drug detection support to LCSO. LCSO shall provide as much advance notice and coordination as possible.

5.2. LCSO:

5.2.1. May be requested to provide law enforcement assistance in support of law-and-order operations regarding apprehension/arrest of civilian violators on FEW AFB, as applicable, and with disturbances beyond control of 90 SFS.

5.2.2. Agrees to provide a representative(s) to support information sharing, training, and exercise efforts. Representative(s) will liaise with 90 SFS/90 SFG consistent with the operational support of this MOU.

5.2.3. Agrees to share information relative to Community Policing, Crime Prevention, and Antiterrorism, where classification/restrictions allow. 90 SFG will secure Law Enforcement Sensitive (LES) received information in accordance with established guidelines and policies, to prevent compromise of any ongoing investigation(s) and/or operation(s).

5.2.4. Agrees to provide support, upon request by 90 SFS, during situations requiring immediate law enforcement support, to include but not limited to, active shooter(s), domestic violence, barricaded subject(s), hostage negotiations or other situations where loss of life is imminent.

5.2.5. Agrees to support joint training opportunities on/off FEW AFB properties, to ensure readiness and effectiveness in response to exigent emergencies required a unified response.

5.2.6. Agrees to participate in active shooter and emergency response exercises, as applicable, when invited. If unable to support, agrees to provide an exercise representative to articulate efforts LCSO may take during such an emergency, as applicable.

5.2.7. Agrees to provide required information to 90 SFG Reports and Analysis section regarding incidents affecting assigned military members, to ensure accomplishment of NICS entry, if one of the prohibitions are met in accordance with Title 18, United States Code (USC), Section 922, *Unlawful Acts* (also cited as the *Brady Handgun Violence Prevention Act of 1993*, or *Brady Act*).

5.2.8. Agrees to assist 90 SFS, upon request, for the purpose of acting as a liaison to off-base community for conducting investigations. This could also include assistance in serving warrants and subpoenas.

5.2.9. Agrees to support 90 SFS, upon request, with traffic and crowd control support in areas immediately adjacent to the installation, where LCSO jurisdiction allows, for events such as air shows, concerts, CFD, or other events which could have an impact on city traffic flow.

5.2.10. Agrees to be organized under the ICS as a Unified Command. A representative will liaise with 90 SFS to ensure joint tactical execution efforts, as applicable.

5.2.11. Agrees to adhere to 90 MW policy relating to government issued and/or personal firearms while on FEW properties, unless in the performance of official business and visually identifiable as a Law Enforcement Officer (i.e., uniform and/or visible shield). This is to prevent any mistakenly identified as a potential threat by non-Law Enforcement entities.

5.2.12. Agrees to assist with detention and transfer of extradition warrants and in any other police response on a coordinated case-by-case basis.

5.2.13. Agrees in containing and responding to military vehicle accidents and the Remote Relay Repeaters, located in Bldg 3650 on 3311 Horse Creek rd, when possible, that occur within Laramie County by providing traffic control, possible closure of roads in the affected area and detaining personnel in the area.

5.2.14. Agrees in containing and responding to incidents that involve the escape of an armed fleeing felon(s) through traffic control and other appropriate measures.

5.2.15. Agrees in the pursuit of any fleeing criminals that depart F. E. Warren AFB property.

5.2.16. In accordance with all applicable LCSO personnel policies and procedures, allow selected Air Force Security Forces members who work law and order duties to become members of the LCSO voluntary reserve program as long as the individual meets all department standards. The LCSO will sponsor the selected members to attend the Wyoming Law Enforcement Academy Peace Officer Certification Course, with the Air Force paying the member's salary during this twelve-week temporary duty for training period (TDY for Training). **NOTE:** SF member(s) will **NOT** perform any role, nor agree, nor act in any representation of the U.S.A.F. and actions taken do not reflect the view of the U.S. Government. Posse Comitatus limits military members performing civilian law enforcement activities, and as a result no Department of the Air Force personnel may be compelled to enforce law.

5.2.17. Will notify the Base Defense Operations Center (BDOC) at (307) 773-3501/3502/3503 for AMBER Alert activation and current "Be On the Look Out (BOLO)" within Laramie County. Provide adequate information to issue a general BOLO to patrols on F. E. Warren AFB.

5.2.18. Agrees if the incident occurs on F. E. Warren AFB property, then receive the AMBER Alert information from F. E. Warren AFB BDOC controller or Security Forces Investigation (S2I) by telephone or fax and implement the AMBER Alert System for Laramie County in accordance with established Criteria and procedures.

6. **PERSONNEL:** Each party is responsible for all costs of its personnel, including pay and benefits, support, travel, and resource expenses. Each party is responsible for supervision and management of its personnel.

7. **GENERAL PROVISIONS:**

7.1. POINTS OF CONTACT. The following points of contact will be used by the Parties to communicate the implementation of this MOU. Each Party may change its points of contact upon reasonable notice to the other Party.

7.2. For FEW AFB:

7.2.1.90 SFG/A5P, Plans, Programs and Requirements Division

7100 Garrison Loop, Bldg 34

F. E. Warren AFB, WY 82001

(307) 773 – 4792 (Support Agreement POC)

(307) 773 – 3031 (Antiterrorism POC)

(307) 773 – 3500 (Community Policing/Crime Prevention POC)

(307) 773 – 2104 (SF Investigations POC)

7.3. For LCSO:

7.3.1. Laramie County Sheriff's Office

1910 Pioneer Ave.

Cheyenne, WY 82001

(307) 777 – 4700

7.4. CORRESPONDENCE. All correspondence to be sent and notices to be given pursuant to this MOU will be addressed, if to the FEW AFB, to

7.4.1. 90 SFG/A5P, Plans, Programs, and Requirements Division

7100 Garrison Loop, Bldg 34, Suite 180
F. E. Warren AFB, WY 82001
90SFG.A5.TaskerMail@us.af.mil

and, if to the LCSO, to

7.4.2. Laramie County Sheriff's Office
1910 Pioneer Ave.
Cheyenne, WY 82001

7.5. 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. No provision in this MOU will be interpreted to require obligation or payment of funds in violation of the Ant-Deficiency Act, 31 U.S.C. § 1341.

7.6. 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 on or around the anniversary of its effective date mid-point in its entirety.

7.7. 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.

7.8. TERMINATION OF UNDERSTANDING. This MOU may be terminated in writing at will by either Party.

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

7.10. ENTIRE UNDERSTANDING. It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter, thereby merging and superseding all prior agreements and representations by the Parties with respect to such subject matter.

7.11. EFFECTIVE DATE. This MOU takes effect beginning on the day after the last Party signs.


7.12. EXPIRATION DATE. This MOU expires on _____.

7.13. CANCELLATION OF PREVIOUS MOU. This MOU cancels and supersedes the previously signed MOU between the same Parties with the subject _____, Serial # _____ and effective date of _____.

7.14. NO THIRD-PARTY BENEFICIARIES. Nothing in this MOU, expressed 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 MOU and this MOU will be for the sole and exclusive benefit of the Parties.

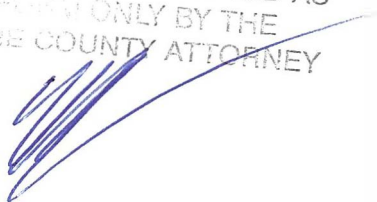
7.15. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including Wyo. Stat. 1-39-101 through 121 (as amended), by entering into this MOU. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law.

APPROVED:

For the 90 SFG/CC:	For the LCSO:
JUSTIN D. SECREST, Colonel, USAF Commander, 90th Security Forces Group	BRIAN KOZAK Sheriff, Laramie County Sheriff's Office
DATE:	 DATE: 7/31/2004
For the 90 MW/CC:	For the Laramie County:
JOHNNY L. GALBERT, Colonel, USAF Commander, 90th Missile Wing	BRIAN LOVETT, Chairman Laramie County Board of County Commissioners
DATE:	DATE:

ATTEST _____

RECEIVED AND APPROVED AS
TO BE DONE ONLY BY THE
LARAMIE COUNTY ATTORNEY



ATTACHMENT 1

MOU between FEW AFB and LCSO for LE Response Assistance and Information Sharing

Agreement Number:

