RESOLUTION AUTHORIZING CHAIR TO SIGN A MEMORANDUM OF UNDERSTANDING WITH THE 55TH WING OFFUTT AFB AND THE SARPY COUNTY SHERIFF FOR COOPERATIVE ACTIVITIES

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104, 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;

WHEREAS, pursuant to Neb. Rev. Stat. § 23-103, the powers of the County as a body are exercised by the County Board;

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

WHEREAS, a Memorandum of Understanding has been proposed between Sarpy County and the 55th Wing, Offutt Air Force Base (55th Security Forces Squadron) to conduct said training and activities, a copy of which is attached hereto; and,

WHEREAS, entering into this Memorandum of Understanding is in the best interests of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT this Board hereby approves and authorizes the Chairman and County Clerk to execute the attached Memorandum of Understanding with the 55th Wing, Offutt Air Force Base (55th Security Forces Squadron), a copy of which is attached hereto.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 9th day of February, 2016.

Attest:

Sarpy County Board Chairman

County Clerk
MEMORANDUM OF UNDERSTANDING BETWEEN
55TH WING, OFFUTT AIR FORCE BASE
(55TH SECURITY FORCES SQUADRON)
AND
SARPY COUNTY SHERIFF’S OFFICE

This is a Memorandum of Understanding (MOU) between the 55th Wing (55 WG) and Sarpy County Sheriff’s Office (SCSO), with the 55th Security Forces Squadron (55 SFS) designated as the Offutt AFB representative for matters discussed in this MOU. When referred to collectively, the 55 WG, 55 SFS and SCSO are referred to as the “Parties”.

1. **PURPOSE.** This MOU outlines a framework of cooperation and mutually beneficial support activities, which includes responsibilities for utilization of the Offutt AFB Shoot House, between the 55 WG and SCSO.

2. **AUTHORITY.**


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

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


   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. UNDERSTANDING OF THE PARTIES.

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 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, and if needed supplemental reports containing BrAC/BAC results, sworn statements and notices of license revocations (if available). All requests will be for official use only. The 55 SFS POC for incident/accident reports will be the 55 SFS/S-5AR (Administration and Reports), 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.

(q) 55 SFS is the Office Primary Responsibility for the OAFB Shoot House.

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. Civilians detained on exclusive jurisdiction will be released on their own recognizance with regard to the severity of the criminal offense they committed.

(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.

(a) The Explosive Detector Dog (EDD) and handler must be used together.

(b) The handler must have exclusive control over the search effort and complete access to the search area.

(c) The handler will perform the sole task of working their dog and will not take part in any other activities to aid civilian authorities unless specifically authorized by Headquarters, Air Force Security Forces Center (HQ AFSFC).

(d) Only the team’s explosive search capabilities will be used. Teams will not be used to track persons, search buildings or areas for personnel, or to pursue, attack, hold, or in any way help in apprehending or arresting persons.

(e) Teams are not to be used to search persons.

(f) A representative of the requesting agency must stay with the team at all times when it is working. If the dog responds positively, the handler will advise the representative and withdraw or continue the search in a disassociated area. The handler is prohibited from helping with uncovering, disarming, or moving any explosive device.

(g) The US Air Force will not accept responsibility for any damages, assist in setting up a chain of custody, nor engage in any other activities to enforce the law in connection with this service. The handler may, if necessary, testify in civil court, but the testimony must be limited to explaining the training received, the past success rates of the EDD, the events leading to employment in this particular search, and the results of that search.
(h) Each party waives all claims against every other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this agreement.

(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; all requests will be for official use only. The 55 SFS POC for incident/accident reports will be the 55 SFS/S-5AR (Administration and Reports), 402-294-3185.

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.**

   a. **POINTS OF CONTACT.** The following points of contact will be used by the Parties to communicate implementation of this MOU. Each Party may change its point of contact as needed and will provide notice to the other Party of the new information. All correspondence to be sent and notices to be given pursuant to this MOU will be addressed to the addresses below, or as otherwise directed by the Parties by notifying the other Party of the new address.
(1) 55 SFS.

NCOIC, Police Services 402-294-4880
Plans and Programs 402-232-5291

55 SFS
ATTN: NCOIC, Police Services
198 Butler Blvd.
Offutt AFB NE 68113

(2) SCSO.

SCSO. 402-593-2288
Captain Monty Daganaar 402-593-2305

ATTN: Administration Division
8335 Platteview Road
Papillion Ne. 68046

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

c. MODIFICATION. 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 by each Party on or around the anniversary of its effective date, and triennially in its entirety. Completion of the review to the other Party is only required if a modification is required.

d. 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, or AFI 25-201.

e. TERMINATION AND TRANSFERABILITY. 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. This MOU is not transferable to other Parties.

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

g. EFFECTIVE DATE. This MOU takes effect beginning the day after the last Party signs and supersedes all prior agreements or MOUs between these parties concerning mutual support.
h. **EXPIRATION.** This MOU expires on 10 January 2020. However, if a new agreement is in formal coordination, this agreement will remain effective until the new agreement is completed.

7. **APPROVED.**

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IAN M. DINESEN, Lt Col, USAF  
Commander, 55th Security Forces Squadron  

20 Jan 16  
Date

MONTY DAGANAAR  
Captain, Sarpy County Sheriff’s Office  

2-5-16  
Date

BRENDA CARLISLE  
County Commissioner, Chair  

219116  
Date

GEORGE M. REYNOLDS, Colonel, USAF  
Commander, 55th Wing  

28 Jan 16  
Date
MEMORANDUM

To: Sarpy County Board of Commissioners  
CC: John Reisz  
Date: 2-5-16  
Re: Memoranda of Understanding between 55th Security Forces Squadron and the Sarpy County Sheriff’s Office.

Sarpy County Board;

This Memoranda of Understanding (MOU) between the 55th Security Forces Squadron (55SFS) and Sarpy County Sheriff’s Office (SCSO) is a continuation of a long standing MOU that has been in place for several years.

This is simply an updated version from the last signed MOU that is renewed every three years and to reflect the change in Command Officers at the 55th Security Forces Squadron, the changes in Command at the Sarpy County Sheriff’s Office and the changes within the Sarpy County Board Members.

This Memorandum is for the basic framework of cooperation for mutual support activities between 55th SFS and SCSO to include available manpower, equipment and resources. It additionally outlines the responsibilities between 55th SFS and SCSO for utilization of the Offutt AFB Shoot House for training purposes. It further outlines participation in joint exercises and training such as active shooter, barricaded suspect, hostage situation and mass casualty incidents, such as aircraft crashes.

If you have any questions regarding this MOU please feel free to contact me. Thank you.

Capt. M. Daganaar