MEMORANDUM OF UNDERSTANDING BETWEEN 75TH SECURITY FORCES SQUADRON (75 SFS)

AND WEBER COUNTY SHERIFF'S OFFICE FOR

AGREEMENT FOR MUTUAL SUPPORT IN FORCE PROTECTION AND POLICE INCIDENT RESPONSE AGREEMENT NUMBER H-588

- 1. BACKGROUND: This is a Memorandum of Understanding (MOU) between the 75th Security Forces Squadron (75 SFS), Hill Air Force Base (AFB), Utah and the Weber County Sheriff's Office. When referred to collectively, the 75 SFS and the Weber County Sheriff's Office are referred to as the "Parties". This agreement is pursuant to the authority of AFI 25-201, Intra-Service, Intra-Agency, and Inter-Agency Support Agreements Procedures, dated 18 October 2013, paragraph 1.2, and DAFMAN 31-103V1, Law Enforcement Operations, with the intent of securing mutual support in the protection of life and property, force protection and police incident response.
- 2. PURPOSE: When violations of state and local laws occur in areas near or approaching Hill AFB, Utah there is a threat to the peace, security, and welfare to both communities. The nature of these encountered problems when violations occur near the boundary of both jurisdictions is such that the mutual interests of both parties require close and continuing cooperation. This MOU formalizes the understanding and procedures followed by each jurisdiction and are desired to provide an understanding of the actions of both parties so as to best preserve the peace and safety of all members of these communities.

3. UNDERSTANDING OF THE PARTIES:

3.1 HILL AFB RESPONSE:

- 3.1.1. If any civilian (any person not subject to the Uniform Code of Military Justice at the time of the offense) attempts to make unlawful entry to Hill AFB via the fence line adjacent to Weber County, Utah, or probable cause exists of a violation of state or local law, they will be detained by 75 SFS personnel. The Weber County Sheriff's Office will be contacted and asked to respond to conduct an investigation of the detained individuals(s) and take an appropriate course of action.
- 3.1.2. During situations of national emergency or perceived threat to Hill AFB, the 75 SFS will contact the Weber County Sheriff's Office to request their deputies be aware of any person or persons observing the Hill AFB boundary and roadways. The Weber County Sheriff's Office deputies would be requested to gather

identifying information from these person(s) and their vehicles for the purpose of preventing harm or destruction to Hill AFB, with special interest to Weapons of Mass Destruction (WMD).

3.2. WEBER COUNTY SHERIFF'S OFFICE RESPONSE:

- 3.2.1. The Weber County Sheriff's Office, upon request, will respond to the incident location, as soon as possible and conduct any investigation or make any arrests, as warranted. Any arrests will be based upon violations of state or local law.
- 3.2.2. The Weber County Sheriff's Office and its deputies will, upon request, conduct checks for suspicious person(s) or vehicles conducting surveillance of Hill AFB and will collect any information as to the identity of such persons or vehicles. Weber County Sheriff's Office deputies will further, if they should detain these person(s), report their investigative findings to the 75 SFS desk sergeant, 777-3056, who will then inform Air Force Office of Special Investigation Detachment 113 personnel for further action.
- 3.2.3. The Weber County Sherriff's Office and its deputies will, upon request, respond to the Little Mountain Test Facility access road to provide a blocking force and prevent anyone from departing until the arrival of 75 SFS patrol(s).
- 3.2.4. The Weber County Sheriff's Office gives its consent, which shall be revocable, for 75 SFS personnel to use their radio frequency to communicate between their deputies in the field and the dispatch center utilized by the Weber County Sheriff's Office.
- 3.2.5. During any incidents involving Small Unmanned Aircraft Systems (SUAS) threats towards Hill AFB, the 75 SFS will contact the Weber County Sheriff's Office to request their patrol officers to assist in the tracking/securing SUAS of threats towards the perimeter of Hill AFB boundaries/roadways. If the location of the drone operator is known, the Weber County Sheriff's Office will be requested to gather information/take appropriate actions with the individual along with coordination with the 75 SFS. Any information gathered from the individual will be reported to the Base Defense Operations Center (BDOC).
 - 3.2.5.1. Given advance coordination and agreement, the Weber County Sherriff's Office will participate in training exercises for responding to SUAS threats to Hill AFB.

3.3. COURT APPEARANCES:

3.3.1. The Noncommissioned Officer in Charge of Police Services, 75 SFS/S3L, will serve as the liaison with the Attorney General's Office, the County Attorney's Office, and the City Attorney's Office for any court appearances by 75 SFS

personnel.

- 4. 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.
- 5. GENERAL PROVISIONS:
 - 5.1. POINTS OF CONTACT: The following points of contact will be used by the Parties to communicate changes and updates of this MOU. Each Party may change its point of contact upon reasonable notice to the other party.
 - 5.1.1. For the 75 SFS:
 - 5.1.1.1. Primary: 75 SFS/S3L/(801) 586-0067.
 - 5.1.1.2. Alternate: 75 SFS/S5SX/(801) 777-5561. Madison.wright.3@us.af.mil
 - 5.1.2. For Weber County Sheriff's Office:
 - 5.1.2.1. Primary: Josh Gard/(801) 778-6626. Email: jgard@co.weber.ut.us.
 - 5.2. LAW ENFORCEMENT COMMUNICATION: Notifications as outlined in Section 3 of this MOU will be completed between the 75 SFS BDOC and Weber County Sheriff's Office.
 - 5.3. CORRESPONDENCE: Correspondence to be sent and notices to be given pursuant to this MOU will be addressed for the 75 SFS, to:
 - 5.3.1. Police Services 5830 F Avenue Hill AFB, UT 84056
 - 5.3.2. For email address, contact points of contacts listed in 5.1.1 and if to Weber County Sheriff's Office, to:
 - 5.3.3. Weber County Sheriff's Office 1400 Depot Drive Ogden, Utah 84044
 - 5.3.4. For email address, refer to point of contact listed in 5.1.2.
 - 5.4. FUNDS AND MANPOWER: This MOU neither documents nor provides 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.

- 5.5. 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 no less often than at the mid-point of its term and around the anniversary of its effective date in its entirety.
- 5.6. DISPUTES: Any disputes relating to this MOU will, subject to any applicable law, Executive order, or DoD issuances, be resolved by consultation between the Parties
- 5.7. TERMINATION OF MOU: This MOU may be terminated in writing at will by either Party.
- 5.8. TRANSFERABILITY: This MOU is not transferable except with the written consent of the Parties.
- 5.9. 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 superseding all prior understandings of the Parties with respect to such subject matter.
- 5.10. EFFECTIVE AND EXPIRATION DATE: This MOU takes effect on the day after the last Party signs for a period of three years. This agreement will be considered for renewal following a review prior to the end of the three year term.
- 5.11. CANCELLATION OF PREVIOUS MOU. This MOU cancels and supersedes the previously signed MOU between the same Parties with the subject Mutual Support in Force Protection and Police Incident Response, Serial # H-588 and effective date of 04/12/2022.
- 5.12. NO THIRD PARTY BENEFICIARIES. Nothing in this MOU, 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 MOU and this MOU will be for the sole and exclusive benefit of the Parties.

At Tay		
PHILLIP X. ZENCEY, Lt Col, USAF	Ryan Arbon	
Commander, 75th Security forces Squadron	Sheriff, Weber County	
Date: 14 July 2015	Date:	
Sharon Bolos, Chair	Attorney	
Weber County Board of Commissioners	Weber County	
Date:	Date:	