



**DEPARTMENT OF THE AIR FORCE
165TH AIRLIFT WING (AMC)
1401 ROBERT B. MILLER JR., DRIVE
GARDEN CITY, GA 31408-9001**

MEMORANDUM OF UNDERSTANDING

BETWEEN

165 AIRLIFT WING, GEORGIA AIR NATIONAL GUARD

And

THE MAYOR AND ALDERMAN OF THE CITY OF SAVANNAH

/SAVANNAH POLICE DEPARTMENT

- 1. PURPOSE:** To establish procedures concerning the exchange of information, case investigation and coordination of assets between the 165 Airlift Wing of the Georgia Air National Guard (hereinafter the "Unit") and the Savannah Police Department (hereinafter the "Department") in all cases involving crimes by all persons, including but not limited to both civilians and Air National Guard personnel, occurring on the Savannah/Hilton Head International Airport Air National Guard Base (ANGB) (hereinafter the "Installation").
- 2. DISCLAIMER:** This Memorandum of Understanding (hereinafter "MOU") does not create additional jurisdiction or otherwise modify existing jurisdiction vested in the parties. This MOU is intended exclusively to provide guidance and document an agreement for general support between the Unit and the Department. Nothing contained herein creates or extends any right, privilege or benefit to any person or entity. Likewise, this MOU is not intended to and does not affect or otherwise alter any potential liability that could be incurred by either party, and there is expressly not an agreement that either will indemnify the other.
- 3. JURISDICTION:** The parties to this agreement understand that the Installation is not an area of exclusive federal jurisdiction but is an area of "proprietary" jurisdiction. "Proprietary" jurisdiction means that state authorities maintain jurisdiction over all crimes occurring on the Installation in the same manner as crimes occurring in the local community outside of the Installation.
- 4. LIAISONS:** The Department will identify a liaison in the rank of Captain or higher to coordinate all responsibilities of this MOU with the Unit. The Unit shall designate a liaison with the rank of Captain or higher to coordinate all responsibilities with the Department. The liaisons identified by the parties and other personnel from the Unit and the Department shall meet, as necessary and appropriate, to discuss open cases involving criminal matters occurring on the Installation. The parties acknowledge that effective

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execution of this agreement can only be achieved through continuing communication and dialogue between the parties. It is the intent of this MOU that channels of communication will be used to resolve questions, misunderstandings, or complaints that may arise which are not specifically addressed in this MOU.

5. RESPONSIBILITIES:

A. The Savannah Police Department

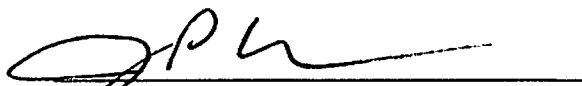
- (1) The Department will conduct all investigations of criminal matters occurring at SAV/HH IAP ANG Base involving all persons, including but not limited to Air National Guard members and civilian personnel, in the same manner as crimes occurring outside the Installation in the local community.**
- (2) When notified by the Unit, or other personnel if liason is unavailable, that a violation of law occurred on the Installation, a Department law enforcement officer will be provided to conduct an investigation.**
- (3) When notified by the Unit that the apprehension of an individual has been determined to be necessary, a Department law enforcement officer will be dispatched to the Installation to investigate and if necessary transport the individual and process them at the Chatham County Jail.**
- (4) The Department will provide a Department law enforcement officer to assist with any investigation concerning incidents that involve harm to an individual or property occurring on the Property such as vehicle accidents.**
- (5) The Department will provide all Special Response capabilities to assist with emergency situations such as cases involving terrorist acts, hostage taking, explosive devices, or other such emergencies occurring on the Installation.**
- (6) In cases involving victims of crimes on the Installation, including but not limited to domestic abuse and/or sexual assault, the Department shall provide or refer, as may be appropriate, all available resources and assistance to the victims as are available to the local community. These services may include, but are not limited to providing the individual with victim advocate services, support services, and referral services.**
- (7) The Department will coordinate all law enforcement functions that occur on the Installation with the 165th Security Forces Squadron.**
- (8) The Department will investigate and assist in the prosecution of all criminal offenses occurring on the Installation in the same manner as offenses occurring off of the Installation, including but not limited to coordinating with the local**

District Attorney's Office.

B. The 165 Airlift Wing

- (1) The Unit will continue provide on-site security for the Installation as required by regulation to include but not limited to gate sentries, enforcing minor traffic laws, and provide security for Air National Guard personnel and equipment and U.S. Air Force assets on the Installation.
 - (2) The Unit will fully cooperate with the Department during any criminal investigation occurring on the Installation by providing any necessary assistance, information, and relevant documents.
 - (3) The Unit will allow the Department, as well as any other law enforcement agencies that may be assisting the Department, to have access to the Installation for any purpose that may pertain to a criminal investigation that occurs on the Installation.
 - (4) The Unit will allow the Department to have access to the Installation for any reasonable training purpose including the use of facilities after the same is coordinated with the Unit's liaison.
6. **EXCLUSIONS:** The Department shall not be responsible for enforcing minor traffic violations (that do not involve drugs or alcohol) occurring on the Installation including but not limited to speeding, use of proper turn signals, proper use of seatbelts, and observing road signs.
7. **DURATION:** This MOU shall remain in full force and effect until specifically abrogated by one of the parties to this agreement with sixty (60) days' written notice directed to the authorized representatives identified below.

Entered into this _____ day of _____, 2018.



JAMES P. MARREN, Col. GA ANG
Commander

ROBERTO HERNANDEZ
City Manager
City of Savannah