



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
HEADQUARTERS, UNITED STATES ARMY FIRES CENTER OF EXCELLENCE AND FORT SILL
465 McNAIR AVENUE, SUITE 100
FORT SILL, OKLAHOMA 73503

MEMORANDUM OF UNDERSTANDING
AMONG
UNITED STATES ARMY FIRES CENTER OF EXCELLENCE, FORT SILL, OK
AND
DEPARTMENT OF HOMELAND SECURITY (DHS)
AND
UNITED STATES ARMY GARRISON (USAG)/IMCOM, FORT SILL

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1. References.

- a. 18 USC§ 797, Publication and Sale of Photographs of Defense Installations
- b. 10 USC§ 2539b, Availability of Samples, Drawings, Information, Equipment, Materials, and Certain Services
- c. 6 USC§ 182 (4), Responsibilities and Authorities of the DHS Under Secretary for Science and Technology
- d. DODI 5200.08, Security of DOD Installations and Resources
- e. DODI 4000.19, Interservice and Intragovernmental Support
- f. Army Regulation 95-2, Air Traffic Control, Airfield/Heliport, and Airspace Operations, 16 October 2008
- g. AR 25-50, Preparing and Managing Correspondence
- h. Fort Sill Regulation 95-1, General Provisions and Flight Regulations
- i. Fort Sill Regulation 95-23, Unmanned Aircraft System Operations
- j. Fort Sill Regulation 385-1, Post Range Regulation
- k. Memorandum, U.S. Army Aeronautical Services Agency, Subject: Scheduling and Activating Army Delegated Special Use Airspace (SUA), 30 January 2014

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l. Army Directive 2012-02, (Supplemental Policy Operations UAS in the NAS), 13 January 2012

m. MOA between Department of Defense (DOD) and Department of Homeland Security (DHS) U.S. Customs and Border Protection (CBP) Concerning Inter-departmental Operations of Manned and Unmanned Aircraft Systems Within Special Use/Assigned Airspace, 10 November 2010

n. MOA between Department of Defense (DOD) and Department of Homeland Security (DHS) Concerning Authorization to Open Fort Sill Restricted Airspace and Impact Areas for Department of Homeland Security, 30 April 2014

2. Purpose.

a. This Memorandum of Understanding (MOU) sets forth guidance for the United States Army Fires Center of Excellence at Fort Sill, Oklahoma (herein known as FCOE) and the Installation Management Command Garrison at Fort Sill, OK (herein known as Garrison) to allow access to restricted airspace above Fort Sill for the Department of Homeland Security (herein known as the "User") under the provision of DODD 3025.18 for *Defense Support to Civil Authorities* and for hazardous recurring and contingency training activities in support of Armed Forces partner organization for emergency response. Generally, wherever this document refers to "Fort Sill" it is understood that "Fort Sill" refers to both, and only, the FCOE and Garrison. Restricted airspace found at Fort Sill does not belong to Fort Sill; and has been delegated to Fort Sill and DOD by the Federal Aviation Administration (FAA) for military training and operation purposes. In accordance with Memorandum, Assistant Deputy Under Secretary of the Army Test and Evaluation, Subject: *Request for Authorization to Open Fort Sill's Restricted Military Airspace and Impact Areas for Testing of Unmanned Aerial Systems (UAS) by Non-Federal Entities*, dated 2 June 2011, the FCOE Commander is authorized to approve requests for cost-reimbursable services. The User may be required to provide compensation for the use of government resources (to include government employee hours; environmental reviews; etc.) as established by applicable statute, regulation, and guidelines. This agreement cannot be transferred or assigned in whole or any part thereof without the written consent of all parties hereto. The User may not allow the use of restricted airspace to any other entity. The portion of restricted airspace that will be used in support of the User will be determined during the scheduling process (see paragraph 7c). Airspace will be assigned based on mission priorities and airspace availability.

b. As early as April 2015, the User will conduct training and operational activities (will not include research and development (R&D) and test and evaluation) to evaluate and develop concepts of employment (CONEMPs) and concepts of operation (CONOPs) supporting the Customs and Border Protection's Office of Border Patrol (OBP) use of various small unmanned aircraft systems (SUAS). The operations proposed within this MOU fall within the Department of Defense support to civil authorities. Missions will include law enforcement, fire, and search

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and rescue.

- c. Any change in schedule will be negotiated with the Fort Sill authority.

3. Restrictions.

- a. Access to restricted airspace will be limited to the training and operational activity set forth above.

- b. This event may be cancelled at any time by Fort Sill for any reason (even if not articulated in this document), and at times without timely notice. Cancellation of the event will not be cause to charge Fort Sill, or any tenant unit on Fort Sill, with costs associated with such cancellation. Costs and risks associated with cancellation will be completely born by the User.

- c. Access to restricted airspace for these purposes is permitted solely for the activity set forth above on a non-interference and concurrent basis, and will not interrupt or delay DOD missions or training. No additional use of Fort Sill's land or facilities is authorized by this agreement unless indicated otherwise in this agreement.

- d. Exclusive use of restricted airspace will not be authorized.

- e. No ordnance or munitions (live or inert) from SUAS will be allowed on Fort Sill. This is prohibited within Fort Sill Special Use Airspace.

- f. When entering the military installation for the purpose of conducting SUAS operations, all personnel and contractors support used by User in support of this agreement will carry appropriate identification as may be required by the Provost Marshal, IMCOM or DOD policy or regulation. All personnel entering Fort Sill will undergo background screening at the Visitor Control Center (VCC) prior to being granted access, be in compliance with laws of the State of Oklahoma and will be subject to search under Federal regulations.

- g. The User is responsible for the conduct of its personnel, and will be responsible for its personnel complying with all Installation rules and regulations. The Garrison Commander has the authority to bar individuals from the entire Fort Sill installation, and other federal property for which Fort Sill has jurisdiction, if it is determined such entry may be contrary to good order and discipline or the security of the Installation per 18 USC 1382.

4. **Local guidance.** The User will coordinate with Fort Sill for airspace access as directed by local guidance as provided in subsequent paragraphs. Local guidance includes, but is not limited to, the following:

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- Fort Sill is the final approval authority for access
- Insurance requirements
- Scheduling procedures
- Communication flow
- Chain of command for approval
- Environmental concerns
- Specific weapon and airframe approval procedures
- Restrictions on photography and imaging
- Compliance with state and federal laws for weapons storage and use

5. **Liability.** All costs associated with the operation of User facilities, equipment, and the recovery of downed UAS systems will be borne by the User. The User shall be responsible for acquiring the proper permits; e.g., all civilian aircraft require a civil aircraft landing permit (CALP), IAW AR 95-2, and the CALP will be a category 1 (under contract) or 2 (product displays or demonstrations) as appropriate. The User shall be liable for any damages to Government facilities, fixtures, equipment, or grounds caused by the above described operations. The User shall restore, repair, or replace any damaged property caused by the above described operations at the direction of Fort Sill. The User will also be solely and wholly liable to third parties for any damage caused by the above described operations and that may be caused to third party property or person in which the User, Garrison, and/or FCOE may be liable for under federal law. The FCOE may require that, in the event that the User enters into a government contract or partnership with a non-federal entity, where Fort Sill airspace will be requested in support of that contract or partnership, that the contractor or partner take out and retain, at a minimum, a \$2M insurance policy with the Garrison, FCOE, and the User being added as additionally insured parties in order to indemnify parties in the event of a catastrophic accident involving any equipment owned or operated by the contractor or partner that result in damage to government and/or private property or injury and/or death to personnel or government affiliated individuals. If a contract or partnership is utilized by the User, the User must provide Proof of Insurance to the Garrison and FCOE Commanders prior to this MOU going into effect and whenever requesting airspace access. Additionally, the User is responsible for notifying the Garrison and FCOE Commanders in writing if the policy is discontinued or if the coverage amount of the policy is reduced below the \$2M threshold. A current Certificate of Insurance (COI) showing at least the insurance required per this agreement and providing for a thirty (30) day written notice to the Garrison and FCOE Commanders by the insurance company prior to the cancellation or any material change in policy coverage is required prior to performance. The statement that "failure to provide such notice relieves the insurance company of liability" shall not be written into the COI. Failure to maintain coverage may result in immediate termination of this agreement.

6. **Certification.** All UAS operators will be certified in compliance with any and all FAA regulations. Generally, all UASs will be cleared to fly as a result of a thorough systems integration and air worthiness inspection. Fort Sill Air Traffic and Airspace Officer may deny the use of airspace based on safety and flight worthiness considerations if they deem a

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UAS unfit for flight. However, the User is at all times responsible for the air worthiness of its UASs, and Fort Sill assumes no responsibility for ensuring the User meets any air worthiness standards. User is responsible for air worthiness standards and pilot/operator certification. UA platform must meet the User's certification standards. The User maintains the burden of acquiring any necessary permits or licenses to conduct operations described in this agreement.

7. Procedures.

a. **Downed Aircraft.** The User Flight Operations Officer will report any downed or lost UAS immediately to Fort Sill Army Radar Approach Control (ARAC). Pursuant to Fort Sill Regulation 95-1 and 95-23, the User will report the incident to the appropriate authorities. If a UAS lands within the territorial confines of Fort Sill Military Reservation, Fort Sill personnel will take the lead in dispatching crews to recover the wreckage. However, all expenses related to such recovery will be borne by the User. Additionally, ARAC will notify Fort Sill Installation Operations Center (IOC) via the Primary Crash Alarm System in the event of a downed or lost aircraft. If a UAS lands outside the territorial confines of Fort Sill Military Reservation, the User assumes all responsibilities in recovering the wreckage, repairing damage to property, if any, and compensating property owners. At no time is user authorized to enter designated impact or training areas without specific Fort Sill Range Operation approval.

b. **Spill-Out Procedures.** The User will ensure that both procedural and technical safeguards are in place to ensure that UAS aircraft remain within restricted airspace. All spill-out incidents will be reported to ARAC.

c. **Flight Scheduling.** The User will initiate coordination through DPTMS's external unit coordinator. He will arrange for additional coordination with Fort Sill Range Operations and Fort Sill Air Traffic and Airspace (AT&A) Officer to ensure that airspace is available at least 30 days in advance of any UAS flight, if possible. Note that some activities may need a longer lead time for approval. (For example, some activities may require an environmental review that may take months, or even years to complete.) Military missions have priority for the use of airspace; therefore, any flight belonging to the User is subject to cancellation for a higher priority mission, even without advance notice. However, Fort Sill Range Operations and Fort Sill AT&A Officer will make reasonable efforts to accommodate the User's requests for airspace when no other priority mission requests have been made. Fort Sill is not liable or responsible for any costs which may be caused to the User for such cancellations. The Fort Sill AT&A Officer is the final authority to approve or deny a flight when facing unfavorable weather conditions or conflicts with higher priority missions.

d. **Mission Interference.** The User Flight Operations Officer will coordinate with Fort Sill Range Operations and Fort Sill AT&A Officer to ensure that no UAS flight interferes with a military mission. The mission interference includes, but is not limited to, frequency de-confliction, egress/ingress approach routes and flight scheduling. The User's Flight

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Operations Officer will establish and maintain communication with ARAC during active UAS operations. The User's Flight Operations Officer will notify ARAC a minimum of 5 minutes prior to departure and landing. The Fort Sill AT&A Officer is the final authority to approve or deny a flight.

e. **Environmental Review.** In the event that any form of environmental review, to include an Environmental Impact Statement (EIS) or any other review covered under the National Environmental Policy Act (NEPA), is required for the User to conduct UAS operations on Fort Sill or within restricted airspace, the User will bear the financial cost of completing such review.

8. **Surveillance.**

a. Pursuant to DODI 5200.08, the User and any of its contractors, employee or any potential customer of the User will only use photography, aerial video footage or infrared imaging for the express purpose of demonstrating such capabilities on UAS systems. Any other use of the aforementioned photos, footage or imagery is expressly prohibited by law. 18 USC § 797 prohibits anyone from publishing, selling, reproducing or giving away any photograph, imagery or graphic representation of a DOD installation without the express written consent of the Garrison Commander. Furthermore, use of such imagery for the purposes of mapping an installation is also expressly prohibited by law. It is a misdemeanor crime to violate a Defense Property Security Regulation. Any violation will result in the immediate termination of this agreement and federal prosecution for the offending parties.

b. Under no circumstances will any imagery, footage or photography be allowed that may be used to create 360-degree images of facilities, street views, or other imagery that may compromise Fort Sill's physical security. Images include 360-degree views of the covered areas, to include Access Control Points, Barriers, Headquarters Facilities, and Community Areas. Imagery of this nature poses an operational risk to Fort Sill's force protection efforts.

9. **Adjudication of Disputes.** All disputes arising under this agreement will be referred to the Garrison Commander for adjudication. All conclusions and decisions rendered by the Garrison Commander will be binding on the parties to this agreement. Notwithstanding the foregoing, the Garrison Commander shall provide the user a good faith opportunity to cure any User operating violations giving rise to disputes arising under this agreement, pursuant to paragraph 11 of this agreement.

10. **Termination and/or Renewal of the MOU.** The MOU will be valid for 1 year upon the signing by the parties to this document. The MOU may be terminated by either party after 180 days advanced written notification. This MOU may also be terminated immediately by Fort Sill for whatever reason, including but not limited to, if Fort Sill lacks or no longer possesses the authority to open restricted airspace for use by non-Army/DoD entities. In such cases, no advanced written notification by Fort Sill is necessary. Termination of this MOU

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(with or without advance notice) will not cause Fort Sill to be liable to the User for any costs that may result from such action. This MOU may be renewed for an additional 1 year period by mutual agreement of the parties and with approval of the Department Army Representative to the FAA. User will be responsible for notifying Fort Sill, in writing, 60 days prior to the expiration date of the MOU of its desire to renew the MOU. If advance notice to renew is not provided to Fort Sill, the MOU will expire 1 year from the last signatory to the MOU.

11. Cost-Reimbursement. Fort Sill and the Department of the Army must require that the User provide compensation or reimbursement for use of government resources. This may include, among other things, costs associated with the use of personnel, government time, maintenance of government property, and environmental reviews. This MOU does not document the obligation of funds between the Parties. Any obligation of funds in support of this MOU will be accomplished using a Universal Order Form or a Military Interdepartmental Purchase (DD Form 448). No provision of this agreement shall be interpreted to require the payment or obligation of funds in violation of the Anti-Deficiency Act, 31 USC 1341. See Attachment A for specific financial details.

12. Economy Act Determination and Finding. If the MOU is being entered into under 31 U.S.C § 1535, as amended (the Economy Act), both parties agree that the requirements listed in paragraph (a) of the Economy Act have been met.

13. Modification of Agreement. Changes in the terms or conditions of this agreement may be made only by written agreement of the parties. Oral modifications or additions shall not be enforceable against either party.

14. Points of Contacts.

a. The following points of contact (POC) will be used by the Parties to communicate in the implementation of this MOU. Each Party may change its point of contact upon reasonable notice to the other Party.

(1) For FCOE—

(a) Position and phone number of Primary POC:

Kay Speegle
FCOE Agreements Manager
Directorate of Resource Management
Fort Sill, OK 73503
(580) 442-5884
andrea.k.speegle.civ@mail.mil

(b) Position and phone number of Alternate POC:

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James R. White
Chief, Management Division, DRM/G8
Fires Center of Excellence and Fort Sill
Fort Sill, OK 73503
(580) 442-1638 (DSN 639)
james.r.white179.civ@mail.mil

(c) Position and phone number of the Garrison POC:

Winona Morris
Garrison Agreements Manager
Resource Management Office
Fort Sill, OK 73503-9004
(580) 442-3560
winona.f.morris.civ@mail.mil

(2) For Department of Homeland Security—

(a) Position and phone number of Primary POC:

Ms. Marilyn Rudzinsky
Program Manager
Homeland Security Advanced Research Projects Agency (HSARPA)
Science & Technology Directorate
U.S. Department of Homeland Security
(202) 254-2328 (o)
(202) 577-4836 (c)
marilyn.rudzinsky@hq.dhs.gov

(b) Position and phone number of Alternate POC:

Borders and Maritime Security Division
(202) 254-5798
SandT.bordersmaritime@hq.dhs.gov

b. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to
this MOU will be addressed to—

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(1) Mailing Address for FCOE—

Kay Speegle
FCOE Agreements Manager
Directorate of Resource Management
Fort Sill, OK 73503

(2) Mailing Address for the Garrison-

Winona Morris
Garrison Agreements Manager
Manpower and Agreements Office
Resource Management Office
462 Hamilton Road
Fort Sill, OK 73503-9004

(3) Mailing Address for the User—

Marilyn Rudzinsky
Program Manager
Department of Homeland Security
245 Murray Lane SW
Washington, DC 20528

15. **Entire Agreement.** It is expressly understood and agreed that this MOU embodies the entire agreement between the Parties regarding the MOU's subject matter.

16. All activities conducted under this MOU are based on the availability of appropriation.

17. **Effective Date.** This document becomes effective on the latest date of signatures.

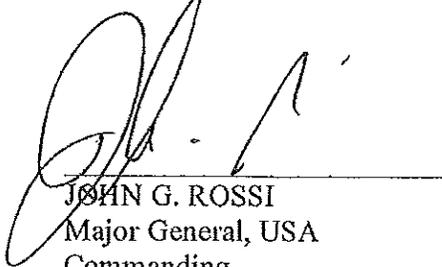
18. **Administration.** Kay Speegle, Agreement Manager, Directorate of Resource Management, Fort Sill, OK 73503, Comm (580) 442-5884, email: andrea.k.speegle.civ@mail.mil.

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19. AGREED.

For FCOE-



JOHN G. ROSSI
Major General, USA
Commanding
Fires Center of Excellence and Fort Sill

12 May 15
DATE

For DHS-



DR. JENNIFER RICKLIN
Director
HSARPA
DHS Science & Technology

18 May 2015
DATE

For the Garrison-



GLENN A. WATERS
COL, FA
Garrison Commander

8 May 2015
DATE

Attachment A (enclosed)

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ATTACHMENT A

Financial Details for a Reimbursable MOU

1. Reimbursable support: For example, but not limited to, overtime, maintenance of government property, environmental reviews.
2. Estimated amount of funds to be reimbursed will be on a case-by-case basis.
3. Financial POC:
 - a. For the Garrison. Garrison Resource Management Office, 462 NW Hamilton Road, Suite 120, Fort Sill, OK 73503. Ms. Tami Hall, (580) 442-3321, email tami.j.hall2.civ@mail.mil.
 - b. For DHS. DHS Science and Technology Directorate, 245 Murray Ln., SW, Washington, DC 20528. Mr. Thomas Johnson, (202) 254-6951, email thomas.johnson@hq.dhs.gov.
4. The Garrison will bill DHS in accordance with the procedures of the billing party. A record of the transaction will be sent to DHS within 30 days after the month in which the transaction occurred. DHS paying office will forward payments, along with a copy of billed invoices and the Agreement number (KH02) to the Garrison Budget Office (paragraph 3.a. above) within 30 days of the date of invoice. Bills rendered will not be subject to audit in advance of payment.

