



DEPARTMENT OF THE ARMY  
HEADQUARTERS, UNITED STATES ARMY FIRES CENTER OF EXCELLENCE AND FORT SILL  
OFFICE OF THE COMMANDING GENERAL  
466 MCNAIR AVENUE, SUITE 100  
FORT SILL, OKLAHOMA 73503

REPLY  
ATTENTION

MEMORANDUM OF AGREEMENT (MOA)  
AMONG  
UNITED STATES ARMY FIRES CENTER OF EXCELLENCE AND FORT SILL  
(USAFCOEFS)  
AND  
UNITED STATES ARMY GARRISON (USAG)/IMCOM, FORT SILL  
AND  
DEPARTMENT OF HOMELAND SECURITY (DHS)  
AGREEMENT #160201

**SUBJECT:** Authorization to Open Fort Sill Restricted Airspace and Impact Areas for the Department of Homeland Security for Small Unmanned Aircraft System Training and Concepts of Operation

1. References.

- a. 18 United States Code Section 797, Publication and Sale of Photographs of Defense Installations.
- b. 10 United States Code Section 2539b, Availability of Samples, Drawings, Information, Equipment, Materials, and Certain Services.
- c. 6 United States Code Section 182, Responsibilities and Authorities of the Under Secretary for Science and Technology.
- d. Department of Defense Instruction 5200.08, Security of Department of Defense Installations and Resources, 10 December 2005.
- e. Department of Defense Instruction 4000.19, Interservice and Intragovernmental Support, 25 April 2013.
- f. Army Regulation 95-2, Air Traffic Control, Airfield/Heliport, and Airspace Operations 31 March 2016.
- g. Army Regulation 25-50, Preparing and Managing Correspondence, 17 May 2013.
- h. Fort Sill Regulation 95-1, General Provisions and Flight Regulations, 31 October 2015.
- i. Fort Sill Regulation 95-23, Unmanned Aircraft System Operations, 19 June 2015.
- j. Fort Sill Regulation 385-1, Post Range Regulation, 8 November 2015.

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

m. Memorandum for Department of Defense (DOD) Special Use Airspace Using Agencies, subject: Scheduling and Activating Delegated Special Use Airspace, 7 May 2015.

**2. Purpose.**

a. This Memorandum of Agreement (MOA) sets forth guidance for the United States Army Fires Center of Excellence and Fort Sill, Oklahoma (herein known as USAFCOEFS) 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") for hazardous recurring and contingency training activities. Generally, wherever this document refers to "Fort Sill" it is understood that "Fort Sill" refers to both, and only the USAFCOEFS 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 the Memorandum for DOD Special Use Airspace Using Agencies, subject: Scheduling and Activating Delegated Special Use Airspace, dated 7 May 2015, the USAFCOEFS Commander is authorized to approve requests for cost-reimbursable services. The User is 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 May 18, 2016, 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 MOA fall within the Department of Defense support to civil authorities.

c. Any change in schedule must be approved by Fort Sill.

**3. Restrictions.**

a. Access to restricted airspace will be limited to the training activity set forth above. Access will only be granted with the airspace is activated for its designated

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purpose. The use by DHS must not infringe upon DOD's primary mission, cannot alter the minimum dimensions or times of use required to contain DOD's activities and cannot infringe on the joint use of the airspace.

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 comply with all personal identity verification requirements as directed by DOD, HQDA, and/or local policy. 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. All personnel shall also provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. All personnel shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures.

g. The User is responsible for the conduct of its personnel, and will be responsible for its personnel complying with all Fort Sill 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 Fort Sill.

h. SUAS aircraft that are not equipped with a transponder are limited to operating within an established Restricted Operating Zone (ROZ) in order to remain clear of other participating and non-participating aviation activities.

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Activities within these ROZs may be terminated anytime for higher priority operations as specified in 7d below.

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:

- a. Fort Sill is the final approval authority for access
- b. Insurance requirements
- c. Scheduling procedures
- d. Communication flow
- e. Chain of command for approval
- f. Environmental concerns
- g. Specific weapon and airframe approval procedures
- h. Restrictions on photography and imaging
- i. 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 USAFCOEFS may be liable for under federal law. The USAFCOEFS may require that, in the event that the User enters into a government contract with a non-federal entity, where Fort Sill airspace will be requested in support of that contract, that the contractor take out and retain, at a minimum, a \$2M insurance policy with the Garrison, USAFCOEFS, 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 is utilized by the

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User, the User must first obtain approval for contractor use and provide Proof of Insurance to the Garrison and USAFCOEFS Commanders prior to this MOA going into effect and whenever requesting airspace access. Additionally, the User is responsible for notifying the Garrison and USAFCOEFS 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 USAFCOEFS 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 and in compliance with all Army requirements. All UASs will be cleared to fly as a result of a thorough systems integration and air worthiness inspection. All UASs must comply with FAA and Army air worthiness requirements. Fort Sill shall deny the use of airspace if UASs do not meet FAA and Army air worthiness requirements. 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. 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 Range Operations and Fort Sill Army Radar Approach Control (ARAC). Pursuant to Fort Sill Regulation 95-1, 95-23, and 385-1, 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, Fort Sill Range Operations and Fort Sill Army Radar Approach Control will notify Fort Sill Installation Operations Center (IOC) via the Primary Crash Alarm System or telephone 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.

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c. **Flight Scheduling.** The User will initiate coordination through the DPTMS 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. 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 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

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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. Any disputes relating to this MOA 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.

10. Termination and/or Renewal of the MOA. The MOA will be valid for 1 year upon the signing by the parties to this document. The MOA may be terminated by User after 180 days advanced written notification. This MOA 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, with no advanced written notification by Fort Sill.. Termination of this MOA will not cause Fort Sill to be liable to the User for any costs that may result from such action. This MOA 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 MOA of its desire to renew the MOA. If advance notice to renew is not provided to Fort Sill, the MOA will expire 1 year from the last signatory to the MOA.

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 MOA does not document the obligation of funds between the Parties. Any obligation of funds in support of this MOA 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. The obligation of funds by the Parties is subject to the availability of appropriated funds pursuant to the DoD Financial Management Regulation. See Attachment A for specific financial details.

12. Economy Act Determination and Finding. If the MOA is being entered into

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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. Fort Sill has determined that the capabilities exist to render the requested support without jeopardizing its assigned missions. Any required Economy Act D&F has been completed.

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 Contact.

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

(1) For USAFCOEFS—

(a) Position and phone number of Primary POC:

Mr. James Watts  
USAFCOEFS Support Agreements Manager  
Directorate of Resource Management  
Fort Sill, OK 73503  
(580) 442-6056, DSN 639  
[james.e.watts22.civ@mail.mil](mailto:james.e.watts22.civ@mail.mil)

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

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

(2) For Department of Homeland Security—

(a) Position and phone number of Primary POC:

Mr. Tim Bennett  
Program Manager  
Homeland Security Advanced Research Projects Agency (HSARPA)  
Science & Technology Directorate

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U.S. Department of Homeland Security  
(202) 254-8230 (o)  
(202) 834-4696 (c)  
[timothy.bennett@hq.dhs.gov](mailto:timothy.bennett@hq.dhs.gov)

**(b) Position and phone number of Alternate POC:**

Brain Davis  
Program Support  
Homeland Security Advanced Research Projects Agency (HSARPA)  
Science & Technology Directorate  
U.S. Department of Homeland Security  
(202) 254-2370  
[Brian.Davis@associates.hq.dhs.gov](mailto:Brian.Davis@associates.hq.dhs.gov)

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

**(1) Mailing Address for USAFCOEFS—**

Mr. James Watts  
USAFCOEFS Support Agreements Manager  
Directorate of Resource Management  
1655 Randolph Road  
Fort Sill, OK 73503

**(2) Mailing Address for the Garrison—**

Ms. 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—**

Mr. Tim Bennett  
Program Manager  
Department of Homeland Security  
245 Murray Lane SW  
Washington, DC 20528

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

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

17. Effective Date. This MOA becomes effective immediately upon the date of the last approving authority signature.

18. Administration Mr. James Watts, USAFCOEFS Support Agreements Manager, Directorate of Resource Management, 1655 Randolph Road, Fort Sill, OK 73503, (580) 442-6056, [james.e.watts22@mail.mil](mailto:james.e.watts22@mail.mil).

19. AGREED.

For the Garrison—

For DHS—

for Glenn A. Waters, DGC  
GLENN A. WATERS  
COL, FA  
Garrison Commander

Dr. Patrick Carrick  
DR. PATRICK CARRICK  
Director  
HSARPA  
DHS Science and Technology

19 May 2016  
Date

17 May 2016  
Date

For USAFCOEFS—

John G. Rossi  
JOHN G. ROSSI  
Major General, USA  
Commanding  
23 May 16  
Date

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**ATTACHMENT A**

**Financial Details for a Reimbursable MOA**

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 POCs:

a. For the Garrison -

Garrison Resource Management Office  
Attn: Ms. Tami Hall  
462 NW Hamilton Road, Suite 120  
Fort Sill, OK 73503  
(580) 442-3321  
[tami.j.hall2.civ@mail.mil](mailto:tami.j.hall2.civ@mail.mil)

b. For DHS -

DHS Science and Technology Directorate  
Attn: Mr. Thomas Johnson  
245 Murray Lane SW  
Washington, DC 20528  
(202) 254-6951  
[thomas.johnson@hq.dhs.gov](mailto: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 MOA agreement number (USAFCOEFS #160201) 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.