

SANDIA REPORT

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MEMORANDUM OF UNDERSTANDING

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1.0 What is a Memorandum of Understanding

A Memorandum of Understanding or MOU is developed to establish an understanding of roles and responsibilities of two or more agencies. In the Memorandum of Understanding, simply set out the details of what everyone agrees to do and list the roles and responsibilities in writing to avoid future misunderstandings. If you agree to certain process, make sure you specify how long this agreement will last and what is expected from each organization, etc.

A Memorandum of Understanding establishes a clear understanding of how an agreement is going to be implemented. The Memorandum of Understanding allows all involved to specifically understand that they are agreeing to the same thing and the terms are clearly identified. It also includes the clear distinction of functions and the level of involvement of the agencies involved. Specifically, a Memorandum of Understanding gives a chance to all of those involved in the agreement to see on paper as to what they all have agreed to.

2.0 List of Aspects to include in a Memorandum of Understanding

2.1 Interactions with Outside Organizations/Agencies

If the facility is utilizing outside or off-site agencies, protection requirements need to be carefully documented and rehearsed.

- Basic issues to be included in a Memorandum of Understanding:
 - Agreements should be specific (number of responders, response time, response locations, locations of road blocks, communications, etc.)
 - Integrated communications with support agencies
 - off-site operations such as pursuit
 - Joint training between agencies
 - Describing the situation of all agencies involved and how they relate to each other
 - What services each agency contributes, during and after the Joint Venture
 - Any other issues
 - The date of the Memorandum of Understanding
- Benefits utilizing outside agencies such as local law enforcement:
 - Increased response force personnel
 - Command and control
 - External response
 - Pursuit capabilities
 - Increased resources
- Challenges:
 - Difficult ensuring performance
 - Difficult acquiring resources
 - Mandatory Response times and locations
 - Requires response training for external personnel
 - Sensitive information considerations
 - Internal Facility Responsibilities

EXAMPLE TEMPLATE

HOW TO DEVELOP

A

MEMORANDUM OF UNDERSTANDING BETWEEN

Identify and list the site or facility protecting sensitive assets

AND

Identify and list the external agency or organization that will provide assistance

EXTERNAL ASSISTANCE AND RESPONSE

I. INTRODUCTION:

This Memorandum of Understanding (MOU) between **(List who this agreement is with, Internal and External agency),**

sets forth understandings with regard to dealing with threats associated with theft, sabotage or hostage attempts against

List the your site, facility, or area that needs this assistance agreement

II. PURPOSE:

The purpose of this Memorandum of Understanding is to

Briefly describe the purpose of this Memorandum of Understanding

III. AUTHORITY:

List any documents, regulations, state statutes, requirements, directives, orders, procedures or authorizations that will give validity to this document.

IV. RESPONSE GUIDELINES:

- A. **Immediate Notification:** When suspicious activity, a terrorist threat, or an actual incident with a potential or actual incident occurs, a representative of the *(List the internal organization or department who will make notifications to the external support agency_____)* will immediately notify the *(list the external support agency/department)*

of the incident, and relay the status of the situation, and the location of the internal Command Center.

- B. **Command and Control:** *Describe who has control of guard and/or response forces and who has control of external responders. Describe how on-scene officers will coordinate and communicate with external responders.*

- C. **External Response:** *Describe the actions and what resources will be provided by the external response agency.*

- D. **Pursuit:** *Identify who will be responsible for pursuit operations, command and control for stopping fleeing adversaries who may have escaped the boundaries of your facility or site.*

E. **Internal Facility Responsibilities:** Where *(External Facility, list facility)* has initiated response to the Internal Facility incident, the Internal Facility will:

1. Maintain responsibilities as the lead agency for hostile adversary situations involving security interests within the boundaries of the **Internal Facility property**_____.
2. Ensure that all of their response resources remain available and responsive to fully and immediately support the tactical operations.
3. Ensure that all of their response resources remain available and responsive to fully and immediately support tactical operations.
4. Coordinate with law enforcement agencies for assistance and response to the security incident.
5. Continue to cooperate with the **(List the External Facility)** _____ as required relative to the incident.
6. The **Internal Facility**_____ will provide external responders with assistance in establishing roadblocks for events requiring the limiting of traffic flow from the **Internal Facility**_____.
7. The Internal Facility will provide the external responders with a clear request for assistance and give an unclassified reason why the assistance is necessary.

V. **RESOLUTION:**

A. Identify who will maintain primary security and control of sensitive material if recovery is required.

B. The Internal and External Facility security forces will coordinate necessary actions to terminate the security incident and return to normal operations.

VI. **RESPONSE AND ACCESS:**

Both Internal and External Facilities_____

_____ may request support for law enforcement response within the boundaries of **List your Facility**_____ property. The request for assistance will be coordinated and approved through each agency's chain-of-command structures.

Law enforcement support is intended to enhance integrated response for life / safety incidents, coordinate the transfer of jurisdictional control, and to provide increased safety and security to personnel within the boundaries of **List your Facility**_____

In the event assistance is requested by the Internal Facility for a response to an emergency at **List Facility** or other disasters affecting **List Facility**_____ will grant access, via the **Identify and list the location where external responders will enter the Internal Facility**_____

IX. MUTUAL SUPPORT GUIDELINES

- A. The guidelines in this Memorandum of Understanding are intended to be applied by either agency **(List the Internal and External Facility/Agency)**

for mutual support to suspicious activity, a terrorist threat, or an actual incident with a potential or actual terrorist incident to critical locations located inside the boundaries of **List the Internal Facility**_____

- B. Time Motion Studies will be conducted by **(List the Internal and External Facility/Agency)** _____
To establish a response timeline for **(List the External Facility/Agency)** _____
_____ to arrive on-scene at **(List your Facility)**

_____.

Response Force times are considered the foundation in a response element as it is essential for the responders to arrive to a designated response point during a required time. Time Motion Studies determine the required response time to arrive at various response locations. Included in the overall time are the time it takes for a responder to don all required equipment and firearms (if applicable), and the time it takes to enter through entry gates, doors, or other types of barriers.

X. AMMENDMENTS AND TERM

- A. This Memorandum of Understanding shall become effective on the date of the last signature of the parties involved. Any changes or amendments to or termination of this agreement will be subject to approval of all parties involved. This Memorandum of Understanding may be terminated by either party upon written notice. This Memorandum of Understanding will be reviewed periodically and modified as necessary.

The procedures and protocol in this Memorandum of Understanding will, at a minimum, be exercised annually (every 12 months) through Time Motion Studies, to determine a required response time to arrive on scene and establish required response points for all applicable law enforcement agencies to ascertain the effectiveness and to revise, update or amend this Memorandum of Understanding

as required. The extent or complexity of **(List the External Facility/Agency)** participation in the Time Motion Studies shall be coordinated by **(List the Internal Facility/Agency)**.

B. This Memorandum of Understanding is effective unless formally revised or terminated by **(List the Internal and External Facility/Agency)**

XI. ACKNOWLEDGEMENT:

The undersigned recognizes **(List the Internal and External Facility/Agency)** status as a friendly force and agree to the conditions set forth in this Memorandum of Understanding.

Name

Name

Date: _____

Date: _____

EXAMPLE
OF Completed
MEMORANDUM OF UNDERSTANDING BETWEEN
Facility A
AND
Organization B

EXTERNAL ASSISTANCE AND RESPONSE

I. INTRODUCTION:

This Memorandum of Understanding (MOU) between **Facility A and Organization B**. sets forth understandings with regard to dealing with threats associated with theft, sabotage or hostage attempts against **Facility A**.

II. PURPOSE:

The purpose of this Memorandum of Understanding is to (1) provide a clear basis for contingency response planning, coordination, and cooperation between **Facility A and Organization B** to deal with any adversary threat made against **Facility A**, (2) facilitate effective communication and exchange of relevant information; and (3) assure timely, reliable, effective decision making and response actions.

III. AUTHORITY:

- A. This Memorandum of Understanding is established pursuant to the established procedures of **Facility A and Organization B** regulations and procedures.
- B. Organization B is responsible for enforcement of State Statutes, the protection of property and civilians.

IV. RESPONSE GUIDELINES:

- A. **Immediate Notification:** When suspicious activity, a terrorist threat, or an actual incident with a potential or actual incident occurs, a representative of **Facility A** will immediately notify the **Organization B** of the incident, and relay the status of the situation.

- B. **Command and Control:** All actions by **Facility A** and other responding local law enforcement agencies will be coordinated through an established command center.

- C. **External Response:** **Organization B** will initiate a response and direct **Organization B** personnel to provide **Facility A** with requested law enforcement actions within their jurisdictional boundaries.
 - 1. **Organization B** will assist **Facility A** by:
 - a. Providing available resources (e.g. tactical officers, patrol officers, K-9, explosive ordnance personnel, to respond to the **Facility A** incident.

 - b. Establishing roadblocks on roadways.

 - c. Participating in pursuit operations for the purpose of stopping fleeing adversaries (in possession of sensitive assets) and who may have escaped the boundaries of **Facility A** property and who pose a threat of death or serious bodily harm to the public in no apprehended without delay.

 - d. Provide tactical officers to assist in recapture operations if or when an adversary force is in possession of sensitive assets and has established a stronghold position inside **Facility A** jurisdictional boundaries for the purpose of carrying out adversarial activity that poses a significant risk of death or serious bodily harm to the public if not apprehended without delay.

 - e. Provide assistance in the command and control of responding law enforcement personnel to ensure an integrated level of communication is maintained between each responding law enforcement agency.

 - 2. The execution of any or all of these actions may expose **Organization B** officers to deadly force situations. The **Organization B** policy for the use of deadly force will be followed at all times by **Organization B** officers.

- D. **Pursuit:** During pursuit operations, command and control of responding local law enforcement agencies will be based upon standard protocol and procedures adhered to by local law enforcement agencies. If involved in pursuit activities, **Facility A** personnel will immediately relinquish lead control of the pursuit operation once **Organization B** law enforcement agency has joined the pursuit operation.

1. **Organization B** law enforcement personnel will continue pursuit and participate in all tactical activities employed to stop the suspect(s) vehicle(s) and to apprehend and/or neutralize the adversary threat.
 2. **Organization B** law enforcement personnel will be asked to lead the pursuit effort due to their recognized training, vehicle capabilities and inter-agency communication assets.
- E. **Internal Facility Responsibilities:** Where the **Organization B** has initiated response to the **Facility A** incident, **Facility A** at the site will:
1. Maintain responsibilities as the lead agency for hostile adversary situations involving security interests within the boundaries of the **Facility A**.
 2. Ensure that all of their response resources remain available and responsive to fully and immediately support the tactical operations.
 3. Ensure that all of their response resources remain available and responsive to fully and immediately support tactical operations.
 4. Coordinate with **Organization B** law enforcement agency for assistance and response to the security incident.
 5. Continue to cooperate with the **Organization B** law enforcement agency as required relative to the incident.
 6. **Facility A** will provide **Organization B** law enforcement agency with assistance in establishing roadblocks for events requiring the limiting of traffic flow from the **Facility A**.
 7. **Facility A** will provide the **Organization B** law enforcement agency with a clear request for assistance and give an unclassified reason why the assistance is necessary.

VII. **RESOLUTION:**

- A. Upon resolution, safety of personnel and security of the material will be the first priorities at the scene. **Facility A** assets will be secured and controlled by **Facility A**.
- B. When final resolution of the incident has been achieved and the material is secured, **Organization B** law enforcement security forces will relinquish all control of the property to **Facility A**.
- C. **Facility A** and **Organization B** law enforcement security forces will coordinate necessary actions to terminate the security incident and return to normal operations.

VIII. RESPONSE AND ACCESS:

- A. **Facility A** may request support for law enforcement response within the boundaries of **Facility A** property. The request for assistance will be coordinated and approved through each agency's chain-of-command structures. **Organization B** law enforcement support is intended to enhance integrated response for life / safety incidents, coordinate the transfer of jurisdictional control, and to provide increased safety and security to personnel within the boundaries of **Facility A**.
- B. In the event assistance is requested by **Facility A** for a response to an emergency at **Facility A**, or other disasters affecting **Facility A**; **Facility A** will grant access, via the main entry gate.

IX. MUTUAL SUPPORT GUIDELINES

- A. The guidelines in this Memorandum of Understanding are intended to be applied by either agency **Facility A** and **Organization B** for mutual support to suspicious activity, a terrorist threat, or an actual incident with a potential, or actual terrorist incident to critical locations located inside the boundaries of **Facility A**.
- B. Time Motion Studies will be conducted by **Facility A** and **Organization B** to establish a response timeline for **Organization B** law enforcement agency to arrive on-scene at **Facility A**. Response times are considered the foundation in a response as it is essential for **Organization B** law enforcement to arrive to a designated response point during a required time. Time Motion Studies will determine the required response time for **Organization B** law enforcement agency to arrive at various response locations at **Facility A**. Included in the overall time are the time it takes for **Organization B** law enforcement personnel to put on all required equipment and firearms (if applicable), and the time it takes to enter through entry gates, doors, or other types of barriers.

X. AMMENDMENTS AND TERM

- A. This Memorandum of Understanding shall become effective on the date of the last signature of the parties involved. Any changes or amendments to or termination of this agreement will be subject to approval of all parties involved. This Memorandum of Understanding may be terminated by either party upon written notice. This Memorandum of Understanding will be reviewed periodically and modified as necessary.

The procedures and protocol in this Memorandum of Understanding will, at a minimum, be exercised annually (every 12 months) through Time Motion Studies, to determine a required response time to arrive on scene and establish required response points for all **Organization B** law enforcement personnel to determine the effectiveness of response and to revise, update or amend this Memorandum of

Understanding as required. The extent or complexity of **Organization B** participation in the Time Motion Studies shall be coordinated by **Facility A**.

- B. This Memorandum of Understanding is effective unless formally revised or terminated **Facility A** and **Organization B**.

XI. ACKNOWLEDGEMENT:

The undersigned recognizes **Facility A** and **Organization B's** status as a friendly force and agree to the conditions set forth in this Memorandum of Understanding.

Name

Name

Date: _____

Date: _____