

DATE SUBMITTED 2/14/2018  
 SUBMITTED BY Police Chief  
 DATE ACTION REQUIRED 02/21/2018

**Agenda Item No** D-5  
 CITY COUNCIL ACTION (X)  
 PUBLIC HEARING REQUIRED ( )  
 RESOLUTION ( )  
 ORDINANCE 1<sup>ST</sup> READING ( )  
 ORDINANCE 2<sup>ND</sup> READING ( )  
 CITY CLERK'S INITIALS 

**IMPERIAL CITY COUNCIL  
 AGENDA ITEM**

**SUBJECT:**  
**COMMANDER NAVY REGION SOUTHWEST (CNRSW) MOU**

**DISCUSSION/ACTION:** The Imperial Police Department request approval of the new MOU between the Imperial Police Department and CNRSW .

DEPARTMENT INVOLVED: Police

**BACKGROUND/SUMMARY**

The CNRSW is requesting an MOU with the Imperial Police Department regarding protocol when assisting in a criminal activity or mutual aid located at the Naval Air Facility. For further information see attachment

FISCAL IMPACT: None

STAFF RECOMMENDATION:

MANAGER'S RECOMMENDATION:

MANAGER'S INITIALS 

MOTION:

SECONDED:	APPROVED ( )	REJECTED ( )
AYES:	DISAPPROVED ( )	DEFERRED ( )
NAYES:		
ABSENT:	REFERRED TO:	

COMMANDER, NAVY REGION SOUTHWEST  
937 N. HARBOR DRIVE  
SAN DIEGO, CA 91932

IMPERIAL  
POLICE DEPARTMENT  
424 S IMPERIAL AVE  
IMPERIAL, CA 92251

CNRSW  
5530

**MEMORANDUM OF AGREEMENT  
BETWEEN  
COMMANDER, NAVY REGION SOUTHWEST  
AND  
IMPERIAL POLICE DEPARTMENT**

Subj: LAW ENFORCEMENT SUPPORT

Ref: (a) NTTP 3-07.2.1, Antiterrorism  
(b) NTTP 03-07.2.3, Law Enforcement and Physical Security  
for Navy Installations  
(c) USFF OPOD 3300-17  
(d) SECNAVINST 5430.107, Mission and Functions of the  
Naval Criminal Investigative Service

1. Purpose. To delineate a protocol between the subscribing officials as representatives of Commander, Navy Region Southwest (CNRSW) at Naval Air Facility, El Centro, California (hereinafter referred to as NAFEC) and the Imperial Police Department (hereinafter referred to as IPD), relating to the Imperial Police Department's response to criminal and/or terrorist incidents at NAFEC, including but not limited to, active shooter, hostage situations, bomb threat or detonation, and any other terrorist attack, as requested by Security Department.

2. Background: NAFEC is located 7 miles west of El Centro, California, (near the township of Seeley, California) and is located within the jurisdictional boundaries of Imperial County. References (a) through (c) encourage the establishment of Memorandums of Agreement (MOA) with state and local authorities. Reference (d) sets forth the mission and functions of the Naval Criminal Investigative Service (NCIS) and its relationship with

other Department of the Navy organizations and local, state, and federal law enforcement agencies.

3. Scope: This MOA applies to CNRSW/NAFEC and sets forth the terms and agreements of the parties concerning a protocol to be followed when NAFEC requests an IPD response to criminal and/or terrorist incidents at NAFEC, including but not limited to, active shooter, hostage situations, bomb threat or detonation, and any other terrorist attack. The provisions of this document are intended to facilitate and promote an atmosphere of mutual cooperation between NAFEC and IPD.

4. Understanding and/or Responsibilities.

a. CNRSW/NAFEC will:

(1) Determine the need for assistance from the IPD and/or other law enforcement agencies at the installation level.

(2) Contact the Department Commander of IPD to request assistance and advice of the circumstances of the incident and the location to which Police Officer's personnel should respond.

b. IPD will:

(1) Upon receipt of NAFEC's request, the Department Commander will immediately contact an IPD designee and relay the request. The Department Commander may also contact other law enforcement agencies per existing Mutual Aid protocols to obtain resource commitments and assign stand-by positions.

(2) Depending on the availability of personnel and any need to deploy personnel elsewhere, IPD may respond to NAFEC at the sole discretion of the IPD Police or the IPD Police's designee.

(3) IPD or assigned designee will be solely responsible for determining, and will utilize the standard mutual aid protocol as defined by the Law Enforcement Mutual Aid Plan when determining the number and type (e.g., SWAT, Bomb Squad, K-9) of IPD personnel to be deployed to NAFEC.

c. Operational Command. All Imperial Police personnel deployed to NAFEC will be under the operational command of IPD until a Unified Command has been established between IPD, NAFEC and other responding agencies.

d. Training. As soon as practically feasible, the NAFEC Deputy Chief of Police and the Imperial Police designee will coordinate training exercises at NAFEC to prepare for potential incidents covered by this MOA.

5. Changes. Changes may be made to this agreement by mutual written consent of both parties, and will be recorded and published as addenda to this agreement.

6. Termination/Expiration. This agreement may be terminated by mutual consent of both parties. Either party may terminate this agreement upon 30 days' prior written notification to the other party. This agreement will remain in effect for six years and will be reviewed triennially.

7. Other Provisions. Nothing in this agreement is intended to conflict with current law, regulations, or the directives of the United States Navy or Department of Defense. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

a. Effective Date. This MOA will become effective on the date of the last signature.

\_\_\_\_\_  
Installation CO                      Date  
NAFEC

\_\_\_\_\_  
Comptroller, NRSW                      Date

\_\_\_\_\_  
Imperial Police                      Date

\_\_\_\_\_  
Rear Admiral, U.S. Navy  
Commander, Navy Region Southwest                      Date

\_\_\_\_\_  
Imperial City Manager                      Date