MEMORANDUM OF UNDERSTANDING
BETWEEN
THE HAWAII DEPARTMENT OF LAW ENFORCEMENT
AND
THE HALE KOA
AND
THE UNITED STATES ARMY GARRISON HAWAII

SUBJECT: Memorandum of Agreement for State of Hawaii, Department of Law Enforcement (DLE) Authorization to Traverse USAG Hawaii Restricted Airspace with sUAS MOU #

This is a Memorandum of Agreement (MOU) between the U.S. Army Garrison (USAG) Hawaii, Hawaii Department of Law Enforcement (DLE), and the Hale Koa Hotel. When referred to collectively, organizations listed previously will be referred to as the "Parties".

1. PURPOSE: This Memorandum of Agreement establishes the terms, conditions, and authorized boundaries under which the DLE Task Force will operate Department of War compliant (DoW) compliant small Unmanned Aircraft Systems (sUAS) for its Drone as First Responder (DFR) program within and traversing through USAG Hawaii restricted airspace for Emergency Services response and critical incidents across the island of Oahu. It further establishes authorization for the DLE Task Force to utilize land near the Hale Koa Parking garage, Leilehua Golf course, and Fort Shafter to construct or emplace a semi-permanent structure which will house three drone pods each.

2. AUTHORITIES:

a. AR 5-9, (Management Installation Agreement), 17 April 2018

b. DoDI 4000.19, (Support Agreement), 16 December 2020

c. DoDI 3025.21 Defense Support of Civilian Law Enforcement Agencies

3. SCOPE:

This MOU covers:

a. This agreement establishes the terms, conditions, and authorized boundaries under which the DLE will operate small Unmanned Aircraft Systems (sUAS) for its Drone as First Responder (DFR) program within and traversing through USAG Hawaii restricted airspace for Law Enforcement emergency response and critical incidents across the island of Oahu. It further outlines roles and responsibilities for DLE to build DFR stations on Army property and operate drones at the listed locations.

b. Use of the designated land near the Hale Koa Parking garage within the USAG Hawaii property (Fort Derussy Parking, 2004-2036 Kālia Rd, Honolulu, HI 96815) for the installation and continuous operation of three (3) DFR Pods.

c. Use of the designated exterior land space near the Leilehua Golf Course within the USAG Hawaii property (199 Leilehua Rd, Wahiawa, HI 96786) for the installation and continuous operation of three (3) DFR Pods.

d. Use of the designated exterior land space on Fort Shafter, Hawaii within the USAG Hawaii property (near the intersection of Bennet Drive and Clark Road) for the installation and continuous operation of three (3) DFR Pods.

e. Nothing herein shall limit the statutory authority, jurisdiction, or functions of any State or Federal agency.

f. The Hawaii Department of Law Enforcement UAS Task Force primary participating entities under this MOU are all state, city, and county Emergency services to include but not limited to; Honolulu Police Department (HPD), City and County Emergency Services (EMS), Honolulu Fire Department (HFD), Department of Land and Natural Resources (DLNR), and USAG Hawaii United States Army Military Police.

g. USAG Hawaii's primary participating entity under this MOU is the Directorate of Emergency Services (DES). DES will coordinate with the appropriate USAG Hawaii Directorate as needed.

h. Drone First Responder equipment and property will remain the property DLE regardless of where it is emplaced, or how long it will remain on USAG Hawaii property.

4.RESPONSIBILITIES OF THE PARTIES:

a. For DLE:

(1) Provide DES all necessary UAS model specifications, communication, data, utility connections, and network connectivity equipment and services for the DFR Pod operations for review for DoW, US Army, and USAG Hawaii compliance.

(2) Coordinate with DES all-access arrangements and requests to USAG Hawaii sites stated in Section 3.

(3) Submit, via DES designated Point of Contact (POC), Department of Army (DA) FORM 4283 Facilities Engineering Work Requests (FEWR), to request approvals to execute work (i.e., construct or emplace) in support of this MOU at USAG Hawaii areas as stated in Section 3. Since DLE will be responsible for the work to be executed,

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the DA FORM 4283 will be referenced as a Permission Only (PO) FEWR. USAG Hawaii has no funds planned, programmed, or available to support design or construction work. Cost arising from differing site conditions, contract issues, schedule delays, etc. are the responsibility of the DLE.

a. DLE will also work with the DES POC to submit any forms and requests as required per PO FEWR review (e.g., Record of Environmental Consideration (REC), Site Approval, Dig Permit, and so on).

b. DLE will be allowed to start work after approval and all conditions are met as stated in the PO FEWR memorandum.

c. DLE will work with HECO (Hawaiian Electric Company) to establish viable power options for each location and will be responsible to either reimburse USAG Hawaii for power, or pay direct to HECO depending on the account established.

(4) Ensure all flight activity is conducted in strict accordance with Federal Aviation Administration (FAA) rules and regulations governing sUAS under Title 14 CFR Part 107 or Part 91, and within the specific parameters of active Certificates of Waiver (COW) or Certificates of Waiver or Authorization (COA) under which the DLE is currently operating.

(5) DLE will maintain the facility/structure built for the DFR pods. Any other facility or land issues are reported to DPW.

(6) Limit sUAS deployments within USAG Hawaii restricted airspace strictly to active law enforcement emergencies, public safety operations, search and rescue efforts, and critical incidents.

(7) Coordinate with the USAG Hawaii Directorate of Emergency Services (DES) to ensure flight paths or emergency deconfliction mechanisms are maintained during joint emergency response scenarios.

(8) Provide, upon official request and authorized clearance from designated USAG Hawaii personnel, real-time sUAS aerial overwatch to specified locations on base during military installation emergencies or critical incidents.

(9) Ensure no automated optical recording is gathered or stored from sensitive military installations during airspace transits unless directly relevant to a critical emergency incident or recording is specifically requested by USAG Hawaii.

(10) Coordinate directly with USAG Hawaii to map out, implement, and maintain geofenced exclusion areas to restrict all sUAS DFR flights from entering highly sensitive or prohibited military areas.

(11) Provide assistance to the USAG Hawaii Wildland Fire, and Physical Security teams upon request after determination by DLE that sUAS resources can be spared to provide assistance.

(12) DLE will install, operate, and maintain its own internet connectivity, and secure data communications equipment for the DFR Pods. No connection to DoD or USAG Hawaii DES networks will be permitted due to security regulations.

(13) Coordinate with the Wheeler Army Airfield Tower prior to any launch into Class D airspace to ensure flight paths or emergency deconfliction mechanisms are maintained.

(14) DLE will not publicly release footage taken of USAG Hawaii properties where USAG Hawaii is the main focal point of the footage. Footage captured with USAG Hawaii properties shown in the peripheral does not need USAG Hawaii permission to be released. When footage of USAG Hawaii properties are the main focal of DFR operations, the DLE task force will get USAG Hawaii Public Affairs Office (PAO) approval prior to release to any entity.

b. For USAG Hawaii:

(1) DES will designate a POC to work with DLE in the coordination of all activities (including access control) at the USAG Hawaii sites stated in Section 3.

(2) DES will designate a POC to work with DLE to submit PO FEWRs to DPW to request approvals to execute work to construct semi-permanent structures and emplace equipment in support of this MOU at USAG Hawaii/Hale Koa areas stated in Section 3.

a. DLE will also work with the DES POC to submit any forms and requests as required per PO FEWR review (e.g., Record of Environmental Consideration (REC), Site Approval, Dig Permit, Engineering Request for Information (RFI) and so on).

b. DLE will be allowed to start work after approval of and all conditions are met as stated in the PO FEWR memorandum.

(3) Grant flight authorizations for DLE sUAS to enter and traverse active restricted military zones on Oahu when deployed for valid first responder actions.

1. DLE may begin to traverse USAG Hawaii airspace upon approval of this MOU from all parties, and that all airspace requirements are met and abided by.

(4) Establish streamlined emergency contact lines for immediate deconfliction, ensuring DLE can ground or redirect sUAS assets instantly if military aircraft maneuvers or defense operations require immediate priority airspace access.

(5) Provide access to directly connect to the electrical utility service at all three locations for the purpose of powering the DoW approved DFR Pods.

a. If needed authorize DLE's contractor to connect to the installation's electrical utility service *on a reimbursable basis*. All work must be coordinated with DPW and, if applicable, Hawaiian Electric Company (HECO). DLE is responsible for all costs associated with the connection.

c. Hale Koa:

(1) Provide DLE with formalized access to the designated ground space within the Hale Koa area of operation within the USAG Hawaii property for official public safety infrastructure and continued access for maintenance/upgrades.

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5. Airspace and property conditions:

a. Drone deployment within or traversing through restricted military airspace will occur only during incident responses where flight operations are deemed operationally necessary by DLE.

(1) Only exception will be when DLE deems it necessary for flight operations in order to traverse outside of restricted military airspace for DLE approved activities. In which case prior coordination will still need to be made with WAAF Tower and USAG Hawaii.

b. USAG Hawaii maintains total command over its airspace and reserves the right to enforce absolute, immediate groundings or reroutes of DLE sUAS during high-security profiles, training operations, or emergencies.

c. The physical placement of the three (3) DFR Pods at the two (3) locations must not impede the flow of traffic, emergency exits, or operations.

6. Funds and Manpower: This MOU does not document nor provide for the exchange of funds or manpower between the “Parties” nor does it make any commitment of funds or resources.

7. General provisions: Points of contact (POC): The following POCs will be used by the Parties to communicate in the implementation of the MOU. Each party may change its point of contact upon reasonable notice to the Party.

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a. USAG Hawaii:

(1) Schofield Barracks Police Station: (808) 787-5059

(2) Fort Shafter Police Station: (808) 787-5396

b. Department of Law Enforcement:

(1) DLE Aviation/sUAS Program Manager:(808) 495-3197

(2) DLE Communications Command: (808) 586-1352

c. Hale Koa:

(1) Assistant General Manager: (808) 955-9465

d. Leilehua Golf Course:

(1) Main Office: (808) 787-4653

e. Wheeler Army Airfield:

(1) Air Traffic Control: (808) 771-1062

f. 25th Infantry Division Aviation:

(1) usarmy.schofield.25-id.list.g3-aviation@army.mil

g. All correspondence to be sent and notices to be given pursuant to this MOU will be addressed to USAG Hawaii, Resource Management Office, Attn: AMIM-HIR-MM, 742 Santos Dumont Ave., Bldg. 108, Schofield Barracks, HI 96857 or at usarmy.wheeler.id-pacific.list.rmo-hi-manpower@army.mil.

8. Connectivity and equipment: DLE will install, operate, and maintain its own internet connectivity, and secure data communications equipment for the Skydio X10 DFR Pods. No connection to DoD or USAG Hawaii DES networks will be permitted due to security regulations.

9. Effective date: This MOU will become effective upon being signed by all parties.

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10. Modification: This MOU shall be revised when conditions of circumstance arise to the extent that a revision is warranted. This MOU may only be modified in writing with mutual consent of all endorsing officials or their successors.

11. Termination: This MOU may also be terminated unilaterally with 30 days written notice by one subscribing party, or his or her successor, to the other subscribing officials or their successors.

12. Transferability: This MOU is not transferable except with the written consent of the Parties.

13. Entire Agreement: It is expressly understood and agreed that this MOU embodies the entire agreement between the “Parties” regarding the MOU’s subject matter.

14. Disclaimer: All parties mutually agree that nothing in this MOU is intended, nor shall be construed as, an undertaking by any party to be responsible or liable for the actions or omissions of any other party to this MOU, and no party to this MOU shall be liable or responsible to any other party for its own actions or omissions. This MOU is subject to Federal Law and if Federal Law modifies or nullifies any provision of this MOU, Federal law will control.

15. Duration: This MOU remains effective upon the date of the last signature and will remain in effect for a period of one (1) year unless modified or terminated earlier by mutual written consent. This MOU shall automatically renew for successive one-year terms unless either Party provides written notice of its intent not to renew at least sixty (60) days prior to expiration of the current term.

16. Amendments: This MOU may be amended in writing at any time with mutual consent of all parties.