



DEPARTMENT OF THE ARMY
HEADQUARTERS, UNITED STATES ARMY GARRISON, FORT CAMPBELL
2574, 23RD STREET
FORT CAMPBELL, KENTUCKY 42223-5617

MEMORANDUM OF UNDERSTANDING
BETWEEN
U. S. ARMY GARRISON, FORT CAMPBELL, KENTUCKY
AND
ASHLAND CITY POLICE DEPARTMENT
ASHLAND CITY, TENNESSEE

SUBJECT: Inter-Agency Law Enforcement Support Agreement

1. Reference.

- a. National Response Framework (NRF), Third Second Edition, June 2016.
- b. Homeland Security Presidential Directive 8, (HSPD-8), March 30, 2011

2. Purpose. To establish written policies and procedures for agencies when rendering assistance in law enforcement matters and during emergencies as defined in National Response Framework.

3. Scope. This agreement will apply any time assistance is rendered between departments for cases and during emergencies as defined in National Response Framework as outlined below.

4. Ashland City Police Department agrees: "Subject to the restrictions imposed under Title 18 U.S.C. 1385, the Posse Comitatus Act..."

a. Give prior notification to the Fort Campbell Installation Provost Marshal before arriving on Fort Campbell for official police business by calling the Military Police Desk Sergeant (270-798-0416) or by directly contacting the Section with which business will occur.

b. Provide the Fort Campbell Civil Liaison Office (270-798-4303) with the name of Soldier who is wanted for questioning by the Ashland City Police Department.

c. When responding to or investigating domestic violence, child abuse, sexual assault cases ascertain whether the alleged offender or victim is an active duty Service member. If the alleged offender or victim is affiliated with the Military, immediately call the Fort Campbell Police Desk Sergeant (270-798-7111/12/13 or -0416) whether substantiated or not and request Chain of Command presence at the scene. Provide the Fort Campbell Military Police Desk with a fax copy to (270-798-7398) of all domestic violence/assault/abuse cases even if no arrest is affected so the military Chain of Command and Fort Campbell ACS Family Advocacy/Victim Advocate workers can render Family support.

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d. When the Ashland City Law Enforcement Agency receives a copy of a temporary or permanent civil protection order issued by a court of competent jurisdiction; provide any and all information concerning military members and victims being served Emergency Protective Orders, Condition of Release and/or Domestic Violence Orders of Protection.

e. When the Ashland City Law Enforcement Agency is notified by a military service member; immediate Family Member of a military service member; other law enforcement agency; or a court of competent jurisdiction that said person is a sexual offender requiring admittance to a state Sexual Offender Registry and residing in Ashland City, all identifiable information will be provided to the Civil Liaison Office (270-798-4303).

f. Immediately report any violations of a term or provision of an Emergency Protective Order and/or Domestic Violence Order of Protection to the Fort Campbell Civil Liaison Section or the Military Police Desk concerning any Military members living in the Police Department's jurisdiction.

g. Within a timely manner provide the Fort Campbell Military Police Desk or Civil Liaison Office information on any traffic fatality, felony criminal offense, life, limb, or eyesight incident involving a Soldier for Serious Incident Reporting to the Military Chain of Command, per AR 190-45.

h. Within a timely manner provide the Fort Campbell Military Police Desk information on any citations issued for simple possession to any military service member.

i. Share information on upcoming training events (SRT/SWAT, K-9 events, domestic violence seminars, etc.) and keep an open line of communications between agencies.

j. Upon approval, provide assistance during emergencies in accordance with National Response Framework and Homeland Security Presidential Directive 8.

k. Share pertinent Federal, State or Local criminal intelligence information to assist in solving or preventing crime within their jurisdiction.

5. Fort Campbell Installation Provost Marshal agrees: "Subject to the restrictions imposed under Title 18 U.S.C. 1385, the Posse Comitatus Act..."

a. Assist Ashland City Police Department with service of criminal and civil process in accordance with the provisions of the applicable Army Regulations, AR 27-40, chapter 2, AR 630-10, chapter 7 and AR 190-9, chapter 6.

b. Notify Unit Commanders of Soldiers who are wanted or have been issued traffic citations by Ashland City Police Department. In addition, Civil Liaison will coordinate a time and place where the Soldier may be interviewed or arrested.

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c. Assist Ashland City Police Department with any investigations that involve Soldiers or their Family Members on Fort Campbell and will provide any and all information to assist with the investigation. (Fort Campbell Provost Marshal Operations must approve release of information concerning deployed Soldiers).

d. Assist with locating and serving Soldiers or Family Members on the installation with Emergency Protection Orders and/or Domestic Violence Protection Orders. Military Protection Orders will be placed into the FBI's National Crime Information Center (NCIC), with recommendation to the victim to obtain a civilian Protection Order through the local civilian law enforcement agency.

e. Share information on upcoming training events (SRT/SWAT, K-9 events, domestic violence seminars, etc.) and keep an open line of communications between agencies.

f. Upon approval, provide assistance during emergencies in accordance with National Response Framework and Homeland Security Presidential Directive 8.

.....g. Share criminal intelligence during Fort Campbell IPMO tri-weekly COMPSTAT and semi-annual LE meetings attended by local LE agencies, and provide one Fort Campbell police officer to attend local law enforcement agency COMPSTAT or similar meetings.

h. Coordinate with appropriate civil authorities on problems or adverse conditions deemed unsafe, which may adversely affect the health and well-being of military personnel or their family members. Establishment of off-limits areas is a function of command. It may be used by commanders to help maintain good order and discipline, health, morale, safety, and welfare of Service personnel. Off-limits action is also intended to prevent Service personnel from being exposed to or victimized by crime-conducive conditions. Where sufficient cause exists, commanders retain substantial discretion to declare establishments or areas temporarily off-limits to personnel of their respective commands in emergency situations. Temporary off-limits restrictions issued by commanders in an emergency situation will be acted upon by AFDCBs as a first priority. As a matter of policy, a change in ownership, management, or name of any off-limits establishment does not, in and of itself, revoke the off-limits restriction. Updated off-limits list will be shared with appropriate civilian agencies on a quarterly basis.

6. Personnel: Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel. DODI 4000.19, enclosure 3, figure 2.

7. 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. DODI4000.19, enclosure 3, figure 2.

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8. The Director, Directorate of Emergency Services is the proponent for this MOU. Effective execution of this agreement can only be achieved through continuing communication and dialogue between the parties. It is the intent of this MOU that channels of communication will be used to resolve questions, misunderstandings, or complaints that may arise that are not specifically addressed in the MOU. All questions should be directed to the Installation Provost Marshal, and subsequently to the Office of the Staff Judge Advocate for legal review.

9. Effective date. This agreement will become effective with the last signature and shall remain in effect until modified or terminated upon written notification to all parties concerned. This agreement will be reviewed triennially to determine the need for continuation, modifications, or termination.

Kenneth Ray
CHIEF OF POLICE
Ashland City, Tennessee

Date

KEITH W. SHUMATE
CHIEF OF POLICE
Fort Campbell, Kentucky

Date

JEREMY D. BELL
COL, SF
Commanding

Date