



DEPARTMENT OF THE ARMY  
OFFICE OF THE PROVOST MARSHAL  
123 FORREST ROAD  
FORT CAMPBELL, KENTUCKY 42223-5000

Directorate of Emergency Services

20 September 2004

MEMORANDUM OF AGREEMENT  
BETWEEN  
**HOPKINSVILLE POLICE DEPARTMENT**  
HOPKINSVILLE, KENTUCKY  
AND  
**DIRECTORATE OF EMERGENCY SERVICES**  
FORT, CAMPBELL, KENTUCKY

SUBJECT: Inter-department Law Enforcement Support Agreement

1. **Purpose:** To set forth written policies and procedures between Police agencies when rendering assistance and providing information in law enforcement matters.
2. **Scope:** This agreement will apply between signature agencies anytime assistance or information is rendered between departments for cases outlined below.
3. **Hopkinsville Police Department agrees:** "Subject to the restrictions imposed under Title 18 U.S.C. 1385, the Posse Commitatus Act..."
  - a. Give prior notification to the Provost Marshal Office before arriving on Fort Campbell. Calling the Military Police desk or directly contacting the Military Police section with which business will occur and coordinating law enforcement needs will accomplish this.
  - b. Provide Civil Liaison Office with a list of soldiers with outstanding warrants, summons or those who are wanted for questioning by Hopkinsville Police Department.
  - c. Within 24hrs, provide (Fax) Civil Liaison Office a copy of all domestic violence/assault cases involving military member so the military Chain of Command and Fort Campbell ACS Family Advocacy/Victim Advocate workers can render family support.
  - d. Provide any and all information concerning military members being served Emergency Protective Orders and/or Domestic Violence Orders of Protection.
  - e. Within a timely manner provide the Military Police Desk Sergeant or Civil Liaison Office information on any felony, life, and limb or eyesight incident involving a soldier.

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f. Provide law enforcement support to reported crimes outside Fort Campbell jurisdiction and inside Hopkinsville Police Department area of responsibility (i.e. vehicle evades traffic stop by exiting installation.)

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

h. Coordinate information and support in special high threat situations (Weapons of Mass Destruction, Terrorist Acts, Natural Disaster, etc.).

i. Share pertinent federal, state or local criminal intelligence information to assist in solving or preventing crime within their jurisdiction.

4. **Provost Marshal Office will:** “Subject to the restrictions imposed under Title 18 U.S.C. 1385, the Posse Commitatus Act...”

a. Assist Hopkinsville 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 7.

b. Notify Unit Commanders of soldiers who are wanted by Hopkinsville Police Department. In addition, Civil Liaison will coordinate a time and place where the soldier may be interviewed or arrested.

c. With prior coordination, assist Hopkinsville 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.

e. Take custody of soldiers when Hopkinsville Police Department Policies allow transfer of custody to the Military Police in lieu of confinement (i.e. Suspended Drivers License, disorderly conduct, drunk and disorderly.)

f. Provide law enforcement support to reported crimes inside Fort Campbell jurisdiction (i.e. vehicle evades traffic stop outside Fort Campbell by entering installation.)

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

h. Coordinate information and technical support on law enforcement and special high threat situations (Weapons of Mass Destruction, Terrorist Acts, Natural Disaster, etc.).

5. The Director, Directorate of Emergency Services is the proponent for this memorandum of agreement. All questions should be directed to the Installation Provost Marshal.

6. 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 bi-annually to determine the need for continuation, modifications, or termination.

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KERMIT YAEGER  
Chief of Police  
Hopkinsville Police Department

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DARRYL H. JOHNSON  
Lieutenant Colonel, Military Police  
Director, Directorate of Emergency Services

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Date

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Date

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LARRY D. RUGGLEY  
Colonel, Special Forces  
Garrison Commander

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Date