

RESOLUTION NO. 650 -2013

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH UNITED STATES SPECIAL OPERATION COMMAND, FOR EMERGENCY RESPONSE TO THREAT OR ATTACK ON SPECIAL OPERATIONS FACILITY.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the Memorandum of Understanding, which is attached hereto and incorporated herein by reference, with United States Special Operation Command, for emergency response to threat or attack on special operations facility.

Section 2 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: December 5, 2013

/s/ Jim Gray
MAYOR

ATTEST:

/s/ Meredith Nelson
CLERK OF URBAN COUNTY COUNCIL
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UNITED STATES SPECIAL OPERATIONS COMMAND
 PROGRAM EXECUTIVE OFFICE
 SPECIAL OPERATIONS FORCES SUPPORT ACTIVITY
 6751 BRIAR HILL ROAD
 LEXINGTON, KENTUCKY 40516-9723

MEMORANDUM OF AGREEMENT
 BETWEEN
 PROGRAM EXECUTIVE OFFICE
 SPECIAL OPERATIONS FORCES SUPPORT ACTIVITY
 AND
 LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

SUBJECT: Homeland Security Support Agreement between Program Executive Office Special Operations Forces Support Activity and the Lexington Fayette Urban County Government

1. References.

a. DOD Directive 2000-12. DoD Antiterrorism/Force Protection (AT/FP) Program. This Directive is applicable for the physical security of all DoD activities both overseas and in the 50 United States, its territories, and possessions.

b. 10 U.S.C. §375. Restriction on Direct Participation by Military Personnel. The Secretary of Defense shall prescribe such regulations as may be necessary to ensure that any activity (including the provision of any equipment or facility or the assignment or detail of any personnel) under this chapter does not include or permit direct participation by a member of the Army, Navy, Air Force, or Marine Corps in a search, seizure, arrest, or other similar activity unless participation in such activity by such member is otherwise authorized by law.

c. 18 U.S.C. §1835. Use of Army and Air Force as Posse Comitatus. Whoever, except in cases and under circumstances expressly authorized by the Constitution or Act of Congress, willfully uses any part of the Army or the Air Force as a Posse Comitatus or otherwise to execute the laws shall be fined under this title or imprisoned not more than two years, or both.

d. Memorandum of Agreement (MOA) is a document that defines general areas of responsibility and conditional agreement between two or more Parties. The actions of one Party within the agreement are dependent upon the actions of another Party.

2. Purpose. The purpose of this MOA between Program Executive Office Special Operations Forces Support Activity and the Lexington Fayette Urban County Government is to define roles and responsibilities of the Parties as it pertains to providing security and emergency response to the Special Operations Forces Support Activity (PEO SOFSA), Lexington, Kentucky, in the event of terrorist threat and/or attack to that facility.

3. Background. Since the terrorist attacks of September 11, 2001, the need for added security of industrial facilities providing support to the Department of Defense has significantly increased and has highlighted the importance of cooperation and joint response between federal, state and

local governments. The Special Operations Forces Support Activity is a Government Owned/Contractor Operated (GO/CO) facility dedicated to logistic support to all Special Operations Forces (SOF). The PEO SOFSA is a vital part of the total USSOCOM Operation ensuring that the SOF War Fighter has the very best, state-of-the-art equipment and material available to defend the Nation's Freedom.

4. Jurisdiction: USSOCOM acknowledges that Lexington Fayette Police Department (LFPD) has law enforcement jurisdiction for Bluegrass Station as an industrial park within Fayette County, Kentucky. Within the PEO SOFSA Restricted Area and PEO SOFSA occupied buildings the Federal Government has primary jurisdiction, LFPD has concurrent jurisdiction within these areas. In any case of questions concerning jurisdiction, the Federal agency involved will coordinate and with LFPD for resolution.

5. Responsibilities.

a. PEO SOFSA, will Provide/Ensure:

(1) During Normal Operations allow LFPD access to PEO SOFSA facilities as necessary to execute their official duties. PEO SOFSA will provide an escort for LFPD personnel needing access to the Restricted Area in accordance with National Security Directives.

(2) During periods of increased threat keep LFPD advised of all known or suspected threats to the PEO SOFSA personnel, operations and facilities. Notify LFPD when directed to assume a higher Force Protection Condition.

(3) In the event of a specific threat or situation, coordinate with LFPD to develop a security operations plan to ensure appropriate levels of protection for PEO SOFSA personnel and property.

(4) In the event of an emergency notify LFPD of the situation via 9 -1-1 and request assistance. Facilitate LFPD response by allowing rapid access to the affected area. Provide a senior government member of the PEO SOFSA Staff to advise the on scene commander concerning protection of classified material. The Senior Government Official at the scene will coordinate with the on scene commander on issues related to Government property, personnel or operations. Provide technical personnel to advise first responders concerning hazardous materials, specialized equipment, and configuration of facilities. Provide other assistance as requested by the on scene commander. Provide Public Affairs guidance and/or assistance to the on scene commander.

(5) Prepare an Antiterrorism Plan (AT Plan) for all events involving 300 or more personnel to ensure physical security is adequate for protection of participants. This plan will

include review of the AT Threat and coordination with LFPD for additional support as appropriate.

(6) Maintain a Joint Threat Working Group with the Director, Bluegrass Station to review the terrorism, extremist group, and criminal threat to PEO SOFSA and the Bluegrass Station. Obtain threat information and brief the PEO SOFSA as necessary

(7) Provide orientation briefing and tour of PEO SOFSA facilities for LFPD personnel as requested. Invite LFPD personnel to participate in annual training exercises.

b. LFUCG, through LFPD will Provide/Ensure:

(1) During Normal Operations establish a visible presence around PEO SOFSA facilities by conducting periodic drive by within Bluegrass Station. To the extent possible, these should occur at least once each shift.

(2) During periods of increased threat provide additional coverage of PEO SOFSA facilities as deemed appropriate and necessary.

(3) In the event of a specific threat or situation, coordinate with PEO SOFSA to develop a security operations plan to ensure appropriate levels of protection for PEO SOFSA personnel and property.

(4) In the event of an emergency, dispatch First Response personnel to PEO SOFSA to control and resolve the situation. Ensure protection of personnel during the emergency to the maximum extent possible. LFPD Dispatcher will notify PEO SOFSA Security Desk (859-566-5800) of all police response to Bluegrass Station in order to facilitate access for responding officers and equipment. The senior Police, Fire or Hazmat Official on scene will assume command of the situation until relieved by proper authority or until the emergency is terminated and the area declared safe. Establish an on scene command post for coordination with PEO SOFSA and Bluegrass Station officials. Provide information to government representative on the progress of actions to resolve the emergency. Ensure that all News Media personnel are directed to the appropriate Public Affairs Official. All public release of information concerning USSOCOM or PEO SOFSA activities, operations, equipment, personnel or facilities must be approved by HQ USSOCOM Public Affairs Office (PAO).

(5) Assist PEO SOFSA in development of special event security planning and provide support as appropriate.

(6) Participate in the Joint PEO SOFSA Bluegrass Station Threat Working Group. Provide periodic threat information concerning terrorist, extremist group and criminal activities within the Lexington Fayette County and surrounding areas.


(7) As deemed appropriate, participate in orientation briefings, facility tours and exercises with PEO SOFSA as part of the LFPD Officer training program.

6. Effective Date, Periodic Review and Termination.


a. This MOA between Commander, Program Executive Office Special Operations Forces Support Activity and Lexington Fayette Urban County Government shall be effective for six years from date of signature by the Parties unless extended, revised, superseded or terminated.

b. This MOA will be reviewed annually for currency and applicability. This MOA may be cancelled at any time by mutual consent of both Parties; or by either Party upon providing at least 180 days of notice to the other Party; or as directed by the Secretary of Defense.


c. Amendments to this MOA necessitated by merely administrative or organizational changes shall not require renegotiation of this MOA. Such changes shall be implemented following coordination between the Parties.


SIGNATURE BLOCK
RONNIE BASTIN
CHIEF OF POLICE
LEXINGTON DIVISION OF POLICE

11-6-2013
(Date)


JIM GRAY
MAYOR
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

12-9-13
(Date)


SAMUEL L. PETERSON
COL, USA
PEO SOFSA

25 SEP 2013
(Date)