

**HARDIN COUNTY FISCAL COURT  
RESOLUTION NO. 2024-127**

**BE IT RESOLVED**, upon recommendation of Judge/Executive Keith L. Taul and the concurrence of the Emergency Services Committee, to approve the Memorandum of Agreement between Hardin County Coroner Office (HCCO), U.S. Army Garrison (USAG) Fort Knox, KY and the US Army Medical Department Activity (USA MEDDAC) Fort Knox, KY for care and disposition of remains for Fort Knox Army Garrison.

**BE IT FURTHER RESOLVED**, to authorize Judge/Executive Keith L. Taul to execute all documents concerning the memorandum of agreement.

**ADOPTED**, by Hardin County Fiscal Court in its regular meeting on 11 June 2024.



Keith L. Taul  
Hardin County Judge/Executive

ATTEST



Brian D. Smith  
Hardin County Clerk

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE US ARMY GARRISON (USAG), FORT KNOX, KY  
AND  
THE US ARMY MEDICAL DEPARTMENT ACTIVITY (USA MEDDAC), FORT KNOX,  
KY  
AND  
HARDIN COUNTY CORONER OFFICE (HCCO), ELIZABETHTOWN, KY  
FOR  
CARE AND DISPOSITION OF REMAINS  
AGREEMENT NUMBER IM-W9124D-21001-MOA-R

This is a Memorandum of Agreement (MOA) between the US Army Garrison (USAG) Fort Knox, KY, the US Army Medical Department Activity (USA MEDDAC) Fort Knox, KY and the Hardin County CORONER Office (HCCO) Elizabethtown, KY. When referred to collectively, USAG, USA MEDDAC and HCCO are referred to as the "Parties".

1. BACKGROUND: Fort Knox's MEDDAC was reclassified from a Hospital, Ireland Army Community Hospital, to a Health Clinic, Ireland Army Health Clinic (IRAHC). Under that change, , IRAHC no longer has morgue facilities.

2. AUTHORITIE(S) AND REFERENCES:

- 2.1. KRS 72.410 - 72.470, Kentucky Revised Statutes.
- 2.2. DODI 4000.19, Support Agreements.
- 2.3. AR 195-2, Criminal Investigation Activities
- 2.4. KRS 72.025, Chapter 72 Kentucky Revised Statutes
- 2.5. AR 638-2 Army Mortuary Affairs Program
- 2.6 DODI 5505.10, Criminal Investigations of Noncombat Deaths
- 2.7. 10 U.S. Code § 1471 - Forensic pathology investigations
- 2.8. AR 638-8 Army Casualty Program.

3. PURPOSE: This MOA outlines the responsibilities and actions required to respond, retrieve, house, process and release remains of deceased Active Duty military, their Family members, retirees, veterans, Department of Defense (DoD) and other civilians, unaffiliated residents of post housing, and visitors. Actions and agreements herein apply

only to the participating Parties and are not intended to supersede existing Federal regulations or directives.

#### 4. TERMS:

4.1. **Military Member.** Any Active Duty member of the U.S. Air Force, Army, Navy, or Marine Corps, or any activated member of the respective Reserve or National Guard components who dies at Fort Knox, while here as permanent party, on Temporary Duty (TDY), attending schools and/or on training assignment. This also includes Army Cadets that die while attending or training at Cadet Summer Training (CST). This excludes high school Reserve Officer Training Corps (ROTC) programs.

4.2. **Department of the Army (DA) or DOD Civilian.** A DA or DOD Civilian is a directly hired Federal civilian employee, paid from appropriated or non-appropriated funds, under permanent or temporary appointment. This includes an employee of an instrumentality wholly owned by the Army or DOD, an individual rendering personal service to the United States similar to the service of a civil officer or employee of the United States, without pay or for nominal pay, when a statute authorizes the acceptance or use of the service or authorizes travel payment or other expenses of the individual.

4.3. **Civilian.** Anyone who is not a "military member" as defined herein. The term "civilian" includes, but is not limited to, dependents of Active Duty military members, Federal civilian employees, contract employees, civilian residents in the Knox Hills' housing development, retired military members and their dependents, and visitors to the base.

#### 5. JURISDICTION:

5.1. For the purpose of defining jurisdiction for the processing and removal of human remains, Fort Knox shall be defined according to the legal description on record for Fort Knox. The post housing area is within the confines of Fort Knox. If it is unclear whether a death occurred on or off the installation, the Director of Emergency Services (DES) and Criminal Investigation Division (CID) Office will be contacted by the on-scene investigator to ascertain the exact boundary limits of Fort Knox.

5.2. The provisions of this MOA and its attachments may apply differently to the following:

5.2.1. In the event of a large-scale incident incurring multiple casualties the Installation Fatality Plan, located in Appendix 9 of the Installation Emergency Management Plan will govern.

5.2.2. An "attend death" by a physician, and/or under hospice care.

5.2.3. A death requiring specialized investigative techniques (e.g. aircraft crashes investigated by responsible air safety officials)

5.2. CID has initial investigative responsibility for deaths occurring on the installation. If the decedent is a civilian, the Federal Bureau of Investigation or other appropriate Department of Justice agencies will be notified.

5.3. Under 10 U.S. Code § 1471, the Office of the Armed Forces Medical Examiner (OAFME) has the authority to conduct a forensic pathology investigation to determine the cause or manner of a deceased person if the decedent was found dead or died at an installation garrisoned by units of the armed forces that is under the exclusive jurisdiction of the United States.

5.4. The HCCO will be considered an investigative partner to assist in the determination of the manner of death and thereby be apprised of the facts of the investigation relevant to the determination of the manner of death and notified of all deaths occurring on Fort Knox. In situations where the OAFME does not issue a cause of death determination, the HCCO will be empowered to provide death certificates or other assistance that would be authorized by a Kentucky coroner so long as consistent with Kentucky law. In the unlikely event of a disagreement between federal criminal investigative authorities and the HCCO over the manner of death, such disagreement will be referred to the OAFME for a manner of death review board under AR 195-2. The HCCO's input and participation in the board will be welcomed. The board will not have authority to compel the HCCO to issue a certificate.

## 6. GENERAL PROVISIONS:

6.1. POINTS OF CONTACT: The following points of contact (POC) will be used by the Agencies to communicate in the implementation of this MOA. Each Agency may change its point of contact upon reasonable notice to the other Agency.

### 6.1.1. USAG Fort Knox—

6.1.1.1. Primary POC CAC: CAC Chief, 502-624-5417 or cell 502-773-7483.

6.1.1.2. Alternate POC CAC: CAC Operations, 502-624-2888.

6.1.1.3. Primary POC DES: Director Emergency Service (502) 624-5980.

6.1.1.4. Alternate POC DES: Police Chief, (502) 624-3567.

6.1.1.5. Agreement Manager, 502-624-2946.

### 6.1.2. USA MEDDAC, Fort Knox—

6.1.2.1. Primary POC: Deputy Commander for Administration (502) 626-9835, cell (502) 472-7198.

6.1.2.2. Alternate POC: Administrative Officer of the Day (AOD), (502) 626-9610, cell (502) 378-8973.

6.1.3. HCCO—

6.1.3.1. Chief Hardin County Coroner, (270) 737-8834, cell (270) 766-8872.

6.1.3.2. Deputy Hardin County Coroner, (270) 737-8834, cell (502) 376-2074.

6.2. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOA will be addressed, as applicable, to —

6.2.1. Director of Human Resources, 70 Pershing Drive, Bldg. 1378, Fort Knox, KY 40121.

6.2.2. Directorate of Emergency Services, 481 Gold Vault Road, Building 298, Fort Knox, KY, 40121-5122.

6.2.3. USA MEDDAC, Fort Knox - 200 Brule Street, Fort Knox, KY 40121.

6.2.4. HCCO- Hardin County Coroner Office 170 North Provident Way Elizabethtown, KY 42701.

6.2.5. USAG Fort Knox ATTN: Agreement Manager, 111 East Chaffee Avenue, Fort Knox, KY 40121

6.3. REVIEW OF AGREEMENT: This MOA will be reviewed at the request of the parties contained herein.

6.4. MODIFICATION OF AGREEMENT: This MOA may only be modified by the written agreement of the Agencies, duly signed by their authorized representatives.

6.5. DISPUTES: Any disputes relating to the MOA will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Agencies or in accordance with DoDI 4000.19 and AR 5-9, paragraph 3-7.

6.6. TERMINATION OF AGREEMENT: This MOA may be terminated in writing at will by either Agency.

6.7. TRANSFERABILITY: This MOA is not transferable except with the written consent of the Agencies.

6.8. ENTIRE AGREEMENT: It is expressly understood and agreed that this MOA embodies the entire agreement between the Agencies regarding the MOA's subject

matter, thereby merging and superseding all prior agreements and representations by the Agencies with respect to such subject matter.

6.9. EFFECTIVE DATE: This MOA takes effect beginning on the day after the last Agency signs.

6.10. EXPIRATION DATE: This MOA is effective unless terminated by either Agency.

6.11. NO THIRD AGENCY BENEFICIARIES. Nothing in this MOA, express or implied, is intended to give to, or will be construed to confer upon, any person or entity not an agency any remedy or claim under or by reason of this MOA and this MOA will be for the sole and exclusive benefit of the Agencies.

6.12. SEVERABILITY. If any term, provision, or condition of this MOA is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this MOA and all remaining terms, provisions, and conditions of this MOA shall continue in full force and effect. The Agencies shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions which achieve the purpose intended by the Agencies to the greatest extent permitted by law.

6.13. OTHER FEDERAL AGENCIES. This MOA does not bind any Federal agency, other than the Agencies, nor waive required compliance with any law or regulation.

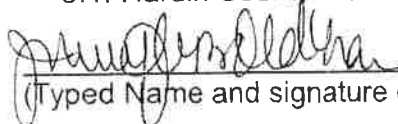
6.14. OTHER: Errors contained in this agreement or attachment's that are inconsistent with directives or regulations will not have the effect of obligating USAG USA MEDDAC or HCCO.

7. LIST OF ATTACHMENTS: ANNEX A Fort Knox Fatality Management SOP.

8. PARTIES LEGAL REVIEW:

All Parties Legal staff have reviewed this agreement and found it to be legally sufficient.

8.1. Hardin County Attorney

  
(Typed Name and signature of Reviewing Attorney)

Jennifer B. Oldham

6/10/24  
(Date)

8.2. USA MEDDAC

BREDLAU.PATRICIA.LYNN.  
1397753502

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Date: 2024.05.24 12:57:29 -05'00'

(Typed Name and signature of Reviewing Attorney)

24 May 2024  
(Date)

8.3. USAG

GOBLIRSCH.TIMOTHY.G.1091605003  
91605003

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GOBLIRSCH.TIMOTHY.G.1091605003  
Date: 2024.05.28 11:47:58 -04'00'

28 May 2024

(Date)

(Typed Name and signature of Reviewing Attorney)


AGREED:

For the HCCO –

For the USA MEDDAC –

  
\_\_\_\_\_  
KEITH TAUL  
Hardin County Judge Executive  
Hardin County Government

11 June 2024  
(Date)

  
\_\_\_\_\_  
SCOTT FARLEY  
COL, MS  
Commander, USA MEDDAC

28MAY2024  
(Date)

For the USAG –

RICCI.CHRISTOPHER.JAMES.1170384101  
JAMES.1170384101

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Date: 2024.05.29 16:09:55 -04'00'

CHRISTOPHER RICCI  
COL, IN  
Commanding

29MAY2024  
(Date)