

**MEMORANDUM OF UNDERSTANDING CONCERNING  
INVESTIGATIVE RESPONSIBILITIES ON JOINT BASES**

**BETWEEN**

**U.S. AIR FORCE OFFICE OF SPECIAL INVESTIGATIONS  
U.S. ARMY CRIMINAL INVESTIGATION COMMAND  
U.S. NAVAL CRIMINAL INVESTIGATIVE SERVICE**

**1. PURPOSE:** This Memorandum of Understanding (MOU) provides specific guidance as it pertains to investigative authority and responsibilities for the Military Criminal Investigation Organizations (MCIOs) operating on Department of Defense Joint Bases (JBs). This MOU provides an agreement of the MCIOs functional duties as it pertains to JB installations. These guidelines apply only to cases arising from the operations of a JB, occurring on a JB, or in the immediate area surrounding a JB. The investigative responsibilities of the parties outlined in this MOU will be utilized for all future JB efforts which arise post-BRAC 05.

**2. OPERATIONAL PRINCIPLES:** For those felony level crimes and other incidents investigated by the MCIOs, the following principles are agreed to and adopted to ensure the continuous and effective investigation of major crime and the exchange of information among the MCIOs.

a. When the primary suspect in an incident is known:

(1) For military member suspects, the MCIO from that suspect's Service Component will be the primary/lead investigative agency.

(2) Family member suspects will be considered aligned with their sponsor's Service and investigated by that Service's MCIO. When a suspect is a family member and has another affiliation with DoD (civilian employee or base affiliated contract employee), and the alleged crime arises from that suspect's employment, the family member will be considered aligned with the Service affiliated with that employment. If the crime does not arise from the suspect's employment, the family member will be considered as aligned with their sponsor's Service.

(3) DoD Civilian employee suspects will be considered aligned with the Service that hired them and investigated by that Service's MCIO.

(4) DoD Contractor employee suspects will be considered aligned with the Service that controls the work of the contract employee.

(5) When the suspect is a non-DoD affiliated civilian, the primary/lead MCIO will be determined by following the Service affiliation of the victim (see paragraph 2b below).

(6) If a service member, service civilian or service contractor is the subject and their MCIO is not represented on the base, the JB lead MCIO will initiate an investigation

in time sensitive matters and then coordinate with the appropriate MCIO for a transfer of investigative responsibility.

(7) If there are multiple subjects from different Services, then the MCIOs will conduct a joint investigation. The exception to this will be when the investigation is the result of a special or undercover criminal operation. In cases involving special or undercover operations, the primary/lead investigative agency that initiated the operation will have the option of retaining primary responsibility over all the subjects, no matter what service affiliation, or requesting another MCIO to join the criminal operation. In cases in which a MCIO is conducting a criminal operation involving subjects of another service, the MCIO affiliated with that of the subject will be briefed on the facts that are pertinent to the subject's criminal conduct prior to apprehension, issuance of criminal complaints/search warrants or command notification.

(8) If an MCIO declines to investigate an incident referred pursuant to this MOU, the referring MCIO has the discretion of assuming the investigation, or the incident may be referred to the appropriate security department or provost marshal's office for the service to which the subject or victim is aligned.

b. When the primary suspect in an incident is unknown or is a non-DoD affiliated civilian:

(1) When the suspect is unknown or is a non-DoD affiliated civilian and the victim is a person, then the MCIO from the primary victim's Service Component will be the primary/lead investigative agency. Family member victims will be considered aligned with their sponsor's Service and investigated by that Service's MCIO. When a victim is a family member and has another affiliation with DoD (civilian employee or base affiliated contract employee), and the alleged crime arises from that victim's employment, the victim will be considered aligned with the Service affiliated with that employment. If the crime does not arise from the victim's employment, the family member will be considered as aligned with their sponsor's Service. Civilian employee victims will be considered aligned with the Service that hired them and investigated by that Service's MCIO. Contractor employee victims will be considered aligned with the Service that controls the work of the contract employee.

(2) When the suspect is unknown or is a non-DoD affiliated civilian and the victim is a military organization, the MCIO from that military organization's Service will be the primary/lead investigative agency. If the victim is the JB or a JB organization, the MCIO from the JB installation lead Service will be the primary/lead investigative agency (see below for a listing of Service leads).

(3) When the suspect is unknown or is a non-DoD affiliated civilian and the victim is a business entity (such as a contracting firm doing business on an installation), the MCIO from the military organization that controls the work of the contractor will be the primary/lead investigative agency. If the controlling military organization is the JB or a

JB organization, the MCIO from the JB installation lead Service will be the primary/lead investigative agency (see below for a listing of Service leads)

(4) If a service member, service civilian or service contractor is the victim and the subject is unknown or is non-DoD affiliated, and their MCIO is not represented on the base, the JB lead MCIO will investigate in time sensitive matters and then coordinate with the appropriate MCIO for a transfer of investigative responsibility.

c. In all instances and cases, if another Service's MCIO has an interest in the incident, a joint or collateral investigation may be undertaken with the lead investigative agency.

d. In accordance with the DoD Guidance for BRAC 2005 Joint Base Implementation, dated 22 Jan 08, and the Office of the Secretary of Defense BRAC Joint Basing Guidance, dated 22 Jan 08, the below named installations are to be Joint Bases with the identified Services as the lead agencies.

**(1) Army Lead:**

JB Lewis/McChord, WA  
JB Myer/Henderson Hall, VA

**(2) AF Lead:**

JB Charleston/Naval WS Charleston, SC  
JB McGuire/Dix/Lakehurst, NJ  
JB Andrews/Naval Air Facility Wash, MD  
JB Elmendorf/Richardson, AK  
JB Lackland/Randolph/Ft Sam, TX  
JB Langley/Eustis, VA

**(3) Navy Lead:**

JB Anacostia/Bolling, DC  
JB Little Creek/Story, VA  
JB Pearl Harbor/Hickam, HI  
JB Navy Base Guam/Andersen, GU

**3. PROACTIVE INVESTIGATIVE ACTIONS:** Prior to the initiation of proactive investigative actions (such as covert illegal drug purchases, covert bribery of contracting officials, covert purchases of stolen Government property, etc), the MCIO initiating the action will coordinate with the other MCIOs on the JB to ensure that the investigation will not interfere with any on-going action of the other MCIOs and to assure agent/personnel safety in the event of chance encounter between the two MCIOs.

**4. DURATION.** The term of this MOU shall be for an indefinite period. The MOU may be terminated at will by any party provided written notice is provided to the other parties of not less than ninety (90) days.

**5. POINTS OF CONTACT.** The following points of contact will be used by the Parties to communicate in the implementation of this Agreement. Each Party may change its point of contact upon reasonable notice to the other Parties.

a. For U.S. Air Force Office of Special Investigations  
Primary: Chief, Policy Division (HQ AFOSI/XRJ), DSN 857-1965  
Alternate: Director, Strategic Programs and Requirements (HQ AFOSC/XRA),  
DSN 857-1882.

b. For U.S. Naval Criminal Investigative Service  
Primary: Susan Raser, Deputy Assistant Director, Criminal Investigations  
Program Direction, 202.433.9253.  
Alternate: Diane Nelson

c. For U.S. Army Criminal Investigation Command  
Primary: Guy Surian, Deputy Chief for Investigative Operations, 703.806.0302.  
Alternate: Paul Hudson, Chief, Investigative Policy, 703.806.0294.

**6. OTHER.**

a. This MOU in no manner affects any existing MOUs or agreements between the MCIOs and/or with any other agencies.

b. No MCIO will use this MOU as justification to refuse to provide assistance to another MCIO.

c. Disputes that can not be resolved at the lowest level will be raised through the respective MCIO chains of command to their headquarters for resolution. Intermediate levels of command are encouraged to attempt to resolve disputes with their counterparts before referring the issue to headquarters.

d. This agreement may be amended only by mutual written consent of the parties. The modification(s) shall have no force and effect unless such modification(s) are reduced to writing and signed by an authorized representative of each MCIO concerned.

e. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, their parent agencies, the U.S., or the officers, employees, agents or other associated personnel thereof.

f. Except to the extent specifically provided herein, this Agreement does not authorize the transfer or exchange of funds or manpower between the Parties.

g. The obligation of the Parties under this Agreement are subject to the availability of appropriated funds. Nothing in this Agreement will be interpreted to require a violation

of the Anti-Deficiency Act, 31 U.S.C. 1341 and 1517. No appropriated funds are obligated by this Agreement.

**SIGNATORIES:**



BG Dana A. Simmons  
Commander, U.S. Air Force Office of Special Investigations



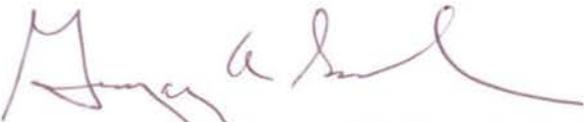
Date of signature



BG Rodney L. Johnson  
Commander, U.S. Army Criminal Investigation Command



Date of signature



Mr. Gregory A. Scovel  
Acting Director and Director of Operations  
U.S. Naval Criminal Investigative Service



Date of signature