

**Memorandum of Agreement  
Between the  
Prince William County Police Department and the  
Arlington County Police Department  
Regarding the  
Prince William County Public Safety  
Training Center**

This Memorandum of Agreement is entered into this 30 day of May, 2017, between the Prince William County Police Department (PWCPD) and the Arlington County Police Department to document an agreement between these parties regarding their rights, privileges and obligations with respect to the use and operation of the Prince William County Public Safety Training Center (PSTC), which is located in Nokesville, Va.

**CONDITIONS**

- A. The sole administration and management of the PSTC by the Prince William County Police Department is acknowledged. A member of the Police Department will be on-site during all training activities for the purpose of overseeing the use of the facilities
- B. Scheduling of all training dates and use of the facilities will be coordinated by the PWCPD. The Prince William County Police Department retains the right to cancel any training. The contact person for the affected agency will be notified with as much lead time as possible when there is a need to cancel any scheduled training. The number of days and hours of training that may be conducted at the facilities will be granted solely at the discretion of the Prince William County Police Department. The needs of Prince William County and its member agencies will be granted first priority. Training days and hours will be granted to the requesting agency on a case by case basis throughout the life of the active MOU.
- C. Lesson plans for all training conducted at the PSTC shall be approved by the PSTC Academy Director. Lesson Plans will be in accordance with Virginia Department of Criminal Justice Services (DCJS) requirements, Prince William County Police Department policies and safety rules. Any training that uses noise flash diversionary devices must be approved by the Academy Director or designee before the preceding December for January to June training, and before the preceding June for July to December training.

- D. The agency conducting the training will be responsible for providing a suitable number of certified instructors to safely perform the anticipated training exercises. The lead instructor will review the applicable policies, procedures, and safety rules and make a written acceptance of these rules prior to the commencement of any training.
- E. All agencies using the Range and/or Shoot House will be responsible for providing their own ammunition, targets, weapon cleaning supplies, tools, and other required training items. The concerned agency will be responsible for documenting and maintaining its own training and qualification records.
- F. The cost of utilities (electric, water, telephone, trash collection, etc.) as well as toiletries and facility cleaning supplies will continue to be the sole responsibility of, and paid for by Prince William County.
- G. Visiting agency personnel perform no service for pay for Prince William County and are neither controlled, hired nor apprenticed by Prince William County; accordingly, Prince William County has no liability to visiting agency personnel under the Virginia Worker's Compensation Act (Title 65.2 of the Virginia Code). Law-enforcement activities performed by visiting agency personnel while they are within Prince William County are deemed to be in the course of employment of the jurisdiction which pays their salaries, not Prince William County. To the extent that any worker's compensation liability for visiting agency personnel attaches to Prince William County, the employing jurisdiction agrees to indemnify, hold harmless and reimburse Prince William County for all liability, losses and expenditures including but not limited to any worker's compensation award, attorney's fees, expenses and costs of appeal. Nothing in this Memorandum of Agreement shall be construed as a waiver of any defense to liability that is otherwise available.

#### **REIMBURSEMENT OF EXPENSES**

- A. The Prince William County Police Department may submit written requests for reimbursement of expenses, together with appropriate documentation (purchase order, invoices, bill of receipt, or other proof of payment) to the Arlington County Police Department for any repairs or maintenance necessitated by any damage to the facilities by the Arlington County Police Department.
- B. Reimbursement for any such repairs or maintenance shall be tendered by the Arlington County Police Department within thirty (30) days of receipt of the request for reimbursement. It is understood the processing and payment for unusual and/or substantial amounts may take longer.

## TERMS OF AGREEMENT

- A. This agreement is in effect for training for one year. It will terminate on May 30, 2018.
- B. Either Party may terminate its participation in this Agreement by giving thirty (30) days notice of termination in writing to the other party. Such written notice shall be sent certified mail with a return receipt requested.

## REVISIONS

The terms of this Agreement may be amended by written addendum signed by all parties to the Agreement. The revisions become effective upon the date that the last signatory signs the addendum.

 6/21/17  
Signature Date

Barry M. Barnard  
Chief of Police  
Prince William County  
Police Department  
1 County Complex Court  
Prince William, VA 22192

M.J.F. 6.21.17  
Signature Date

Murray Jay Farr  
Chief of Police  
Arlington County Police Department  
1425 N. Courthouse Road  
Arlington, VA 22201