



U.S. Department of Justice
Office of Community Oriented Policing Services

145 N Street, NE
Washington, DC 20530

MEMORANDUM OF UNDERSTANDING
Between
U.S. DEPARTMENT OF JUSTICE
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES
And
ARLINGTON COUNTY, VIRGINIA, POLICE DEPARTMENT
For
A TOOLKIT ON REDUCING CRIME IN BAR AND RESTAURANT DISTRICTS

I. Purpose

This Memorandum of Understanding (“MOU”) establishes a voluntary partnership between the U.S. Department of Justice (“DOJ”) Office of Community Oriented Policing Services (“COPS Office”) and the Arlington County, Virginia, Police Department (“ACPD” or the “Partner”) (collectively referred to as the “Participants”) to work collaboratively and contribute their respective expertise and resources in order to advance public safety in bar and restaurant districts through a community policing approach that reduces calls for service while increasing neighborhood economic viability and improving citizen satisfaction.

This MOU’s purpose is to set forth the Participants’ understandings and intentions regarding their collaboration in the areas of mutual concern described in this MOU. The Participants are entering into this MOU while maintaining their own separate and unique missions and mandates, and their own responsibilities and funding framework. Nothing in this MOU supersedes or interferes in any way with other agreements or contracts entered into between the Participants, either prior to or subsequent to the signing of this MOU. The Participants acknowledge that this MOU is not an obligation of funds, nor does it create a legally binding commitment by the Participants.

II. Background

Arlington County, Virginia is an urban community in the Washington DC Metro region that features some of the areas most unique restaurant and nightlife destinations. Clustered in several mixed-use neighborhoods that see office buildings, apartment highrises, and shopping districts immediately alongside residential streets of sought-after single-family homes, these restaurant districts simultaneously cater to families, urban professionals, and young singles.

The combination of clusters of establishments that serve alcohol and attract patrons from across the region with historically residential neighborhoods with diverse population demographics is both what makes Arlington’s restaurant districts highly sought after and what was placing increasing demands for police calls for service. Particularly on Friday and Saturday nights demands from both neighbors

and the establishments themselves placed unsustainable demands on the police department's staffing resources.

This challenge of maintaining safe and vibrant entertainment districts is not unique to Arlington. While ACPD is not the first agency to successfully address this common public safety issue, it did do so in a systematic and collaborative problem-solving manner creating a number of tools and resources along the way that can be adapted for use by other jurisdictions. Starting with studying *Best Bar None*, a restaurant accreditation program established in the United Kingdom and also used in Canada, ACPD created a partnership network with the Virginia Department of Alcohol Beverage Control, other Arlington County agencies, and George Mason University to develop its new approach which it called the Arlington Restaurant Initiative. This included providing training to restaurant staff, collaborating with other enforcement offices to conduct safety checks of premises, creating template employee manuals that would help restaurant owners ensure servers and security staff knew applicable state and county ordinances and who to contact and when, and ultimately working with the chamber of commerce on "accrediting" establishments that worked to be good corporate neighbors. Their goal was to increase the safety for patrons, staff, and neighbors while expanding the economic viability of the nightlife areas. Creating a safe environment collaboratively with the businesses helps improve profitability, lessen the draw on county resources, and improve community relations.

The ACPD and the COPS Office first discussed the Arlington Restaurant Initiative while both participated in another COPS Office partnership driven event—National Coffee with a Cop Day. Over a series of subsequent conversations the organizations determined that a partnership bringing together ACPD's experience and tools with the COPS Office's production and distribution capabilities would allow for a customizable toolkit that agencies across the nation could access and use to address their own restaurant and nightlife district problems. Such a toolkit would complement the COPS Office's extensive library of problem-solving guides—including ones specific to reducing crime around restaurants and bars, partnering with the business community, addressing drunk driving, and working with civil authorities to reduce crime risks—with practical, implementable resources. Outlined below is the partnership that will focus on adapting ACPD resources for national use, packaging those resources with supporting materials on implementation, and distributing to other law enforcement agencies interested in changing the way they address crime and safety in their own restaurant and nightlife districts.

III. Objectives

The Participants support the achievement of the objectives identified below that address areas of mutual concern. The Participants will work in close consultation with each other to achieve such objectives.

A. Specifically, the Participants will collaborate to:

1. Create a Restaurant Initiative Toolkit for electronic distribution (via flash drive and/or web site) to local law enforcement agencies across the country. This toolkit will include at minimum: customizable versions of ACPD's accreditation guide, a case study description of the ACPD experience and evaluation results, and guidance materials for replication.
2. Record a webinar, podcast, and/or training video to assist other agencies in implementing the materials in the toolkit and featuring lessons learned by the ACPD and their project partners.

3. Submit presentations to at least one national conference on the Restaurant Initiative featuring the toolkit.

IV. Roles and Responsibilities

The Participants will cooperatively furnish the necessary expertise and resources to accomplish the project objectives. The Participants agree to the following tasks for this MOU:

A. Specifically, the COPS Office will:

1. Designate a Program Manager to participate in the planning and management of this partnership.
2. Review existing ACPD resources suitable for the toolkit, and advise on modifications, additions, or adaptations needed to ensure suitability for a national audience.
3. Work with ACPD to determine final toolkit contents, design templates of existing materials for a national audience, and draft any needed supplemental materials for the toolkit.
4. Work with ACPD to plan and storyboard webinar/audio/video content and provide recording and post-production services.
5. Manage the publishing and dissemination process for the toolkit, including peer review and Department of Justice vetting.
6. Work with ACPD to submit conference proposals and provide COPS Office staff participation for conference sessions.
7. Work with ACPD to develop a coordinated social media campaign for the toolkit.
8. Promote the toolkit via standard COPS Office publication marketing efforts including featuring this new resource in the online Resource Center and in a COPS Office Dispatch article.

B. Specifically, the Partner will:

1. Designate a Program Manager to participate in the planning and management of this partnership.
2. Identify existing resources and reports that would be suitable for the toolkit either in existing form or with modifications and submit for COPS Office review; work with the COPS Office to implement modifications as necessary.
3. Work with the COPS Office to determine final toolkit contents, review and provide feedback on revised templates of existing materials for a national audience and on any needed supplemental materials for the toolkit.
4. Identify participants for webinar/audio/video content and work with the COPS Office to plan and storyboard content prior to recording.
5. Work with the COPS Office to respond to any peer review and vetting feedback.
6. Work with the COPS Office to submit conference proposals and provide ACPD staff presenters.
7. Provide travel costs, if needed, for ACPD personnel selected as conference speakers.
8. Work with the COPS Office to develop a coordinated social media campaign for the toolkit.

V. Designated Points of Contact

The primary points of contacts for the Participants to this MOU are:

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Senior Policy Analyst
Office of Community Oriented Policing Services
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202.616.9430

MPO Dimitrios Mastoras
Restaurant Liaison Officer
Arlington County Police Department
1425 N Courthouse Rd, Arlington, VA 22201
Dmasto@arlingtonva.us
703.228.7423

VI. General Provisions

The Participants agree to carry out the objectives of this MOU consistent with the following general provisions:

- A. Decision Making:** Decisions concerning project activities and outcomes must be agreed to by all Participants.
- B. Information Sharing:** The Participants will provide each other such information as may be needed to facilitate the project activities provided for under this MOU. The Partner is not entitled to any nonpublic information from the COPS Office or DOJ. The COPS Office will only share publicly available information with the Partner.
- C. Funding:** This MOU does not commit either Participant to the obligation of funding. Each Participant will maintain exclusive control over their funds and resources. Each Participant will use their own funds and make independent expenditures in furtherance of the joint project under this MOU.
- D. Gifts:** The COPS Office has and will not solicit or accept any gifts having monetary value (e.g., money, professional services or in-kind items) from the Partner. The contribution of resources by the Partner as part of the joint project under this MOU is not considered a gift.
- E. Inherently Governmental Activities:** The Partner will not perform any inherently governmental functions and activities, consistent with OMB's Office of Federal Procurement Policy Letter 11-01, dated September 12, 2011. These functions and activities include, but are not limited to, determinations of agency policy, budget policy and Federal program priorities.
- F. Non-Exclusivity:** Nothing in this MOU creates any exclusive partnership. This MOU does not restrict the Participants from entering into other MOUs, agreements, arrangements or contracts with other entities.
- G. DOJ and COPS Office Seals, Logos or Insignia:** DOJ seals, logos, or other insignia will only be used by the COPS Office for official DOJ business. The Partner will not use the DOJ seal, logo or other insignia for commercial, educational, ornamental or other purposes without prior written approval from DOJ. In very limited circumstances, the Assistant Attorney General for Administration may authorize the use of the DOJ seal, logo or other insignia by

private entities for joint efforts with DOJ that meet certain criteria. The COPS Office has the authority to approve, when appropriate, the use of the COPS Office logo by the Partner for joint project activities under this MOU.

- H. Copyright:** The Partner may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under this partnership. The Participants will be responsible for acquiring the rights, including the payment of required fees, to use any third party copyrighted material in publications and other deliverables developed under this partnership. All licensing, publishing, or similar agreements with a copyright holder, publisher, or other relevant party must include provisions granting the COPS Office a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the work, in whole or in part (including create derivative works), for Federal Government purposes, and to authorize others to do so. The COPS Office may make any work that was developed or purchased under this partnership publicly available by any means without restriction, including a U.S. Department of Justice website or social media account, a hard copy, or in electronic form.

Publications, and other deliverables developed under this partnership will contain the following copyright notice:

“This resource was developed by the COPS Office and ACPD. The U.S. Department of Justice reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, this resource for Federal Government purposes. This resource may be freely distributed and used for noncommercial and educational purposes only.”

- I. Endorsement Disclaimer:** The Department of Justice is prohibited from endorsing any non-federal entity’s or individual’s product, service, or enterprise.

Publications and other deliverables developed under this partnership will contain the following disclaimer statement:

“This project was supported through a partnership between the Office of Community Oriented Policing Services, U.S. Department of Justice, and Arlington County Police Department. The opinions contained herein are those of the author(s) or contributor(s) and do not necessarily represent the official position or policies of the U.S. Department of Justice. References to specific individuals, agencies, companies, products, or services should not be considered an endorsement by the author(s), contributor(s), or the U.S. Department of Justice. Rather, the references are illustrations to supplement discussion of the issues.”

- J. Publishing Guidelines:** Publications and other deliverables developed under this partnership will follow the COPS Office Editorial and Graphics Style Manual, which features writing, editing, citation, and layout guidance for COPS Office publications and related materials.
- K. Section 508 Accessibility:** All electronic and information technology deliverables (web sites and web-based information, video and multimedia products, compact disks, software applications and operating systems, and telecommunication products) must be developed and produced in a format that is accessible according to Section 508 accessibility requirements. Specifically, video should contain closed-captioning and audio description options. Electronic publications should be created in HTML, PDF fully tagged, or accessible text file format and

all web sites must be fully compliant with 508 accessibility standards. For more information on Section 508 accessibility requirements, consult <http://www.section508.gov/>.

L. Employment: This MOU does not create any employment relationship or any benefits incident to employment.

M. M. ACPD and Arlington County Seals, Logos or Insignia: ACPD and Arlington County seals, logos, or other insignia will only be used by the ACPD for official business. The Partner will not use the ACPD or Arlington County seal, logo or other insignia for commercial, educational, ornamental or other purposes without prior written approval from ACPD Chief of Police.

VII. Terms of Understanding

A. Duration: This MOU becomes effective when all authorized representatives for the Participants have signed this MOU and will remain in effect for one year.

B. Modification: This MOU may be modified by written agreement by all Participants.

C. Extension: The duration of this MOU may be extended by written agreement by all Participants.

D. Termination: A Participant may terminate this MOU at any time upon written notice to the other Participant, with the termination becoming effective on the date established in the written notice.

VIII. Authorization

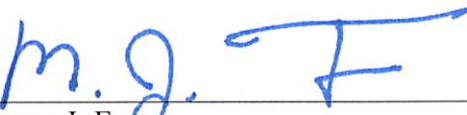
The signing of this MOU is not a formal undertaking. It implies that the Participants will strive to reach, to the best of their ability, the objectives stated in this MOU.

On behalf of the organization that I represent, I am authorized to sign this MOU and wish to contribute to its success.



Phil Keith
Director
Office of Community Oriented Policing Services

Date: 5/23/18



Murray J. Farr
Chief of Police
Arlington County Police Department

Date: 06.05.2018