

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE
TRANSPORTATION SECURITY ADMINISTRATION (TSA)
AND
THE COUNTY BOARD OF ARLINGTON COUNTY,
VIRGINIA, BY THE ARLINGTON COUNTY POLICE
DEPARTMENT (ACPD)

1. PARTIES

The Parties to this Memorandum of Understanding (MOU) are the Transportation Security Administration (TSA), Security Branch, and the County Board of Arlington County, Virginia (ACPD) (hereafter "Parties").

2. AUTHORITIES

This MOU is authorized under the provisions of:

- a. Aviation and Transportation Security Act (ATSA), 49 U.S.C. §§ 114(m) and 106(m), and TSA Management Directive 300.16, Interagency Agreements.
- b. ACPD enters this agreement under the authority of Code of Virginia § 15.2-1726, Agreements for Cooperation in Furnishing Police Services.

3. PURPOSE

The purpose of this MOU is for cooperation in furnishing police services between the Transportation Security Administration (TSA), Security Branch and the Arlington County Police Department (ACPD) relating to the protection of TSA Headquarters and persons on the property within the County of Arlington, Virginia. This MOU is only applicable with sworn TSA law enforcement personnel and does not apply to TSA contract security officers.

The mutual aid contemplated in this agreement will be rendered at the discretion of the ACPD or TSA Law Enforcement Officers (TSA LEOs) on the scene. For the purposes of this MOU, the term TSA LEO includes any TSA employee who has been designated as a LEO under 49 U.S.C. § 114(p) or 49 U.S.C. § 44903(d).

4. SCOPE

The scope of this MOU applies to the TSA Headquarters located at 601 12th Street South and 701 12th Street South, Arlington, Virginia (see attachment #1) (hereafter "TSA Headquarters"). This MOU also applies to the adjacent sidewalks, property, and streets to the extent that activities in those areas affect the security of TSA Headquarters (hereinafter "Property"). Both parties agree that the TSA LEOs' enforcement of the Virginia or Arlington County Code on the Property will be only exercised in furtherance of the protection of TSA

Headquarters and persons thereon located in the vicinity of this property.

5. RESPONSIBILITIES

TSA LEOs shall:

- a. Consistent with federal law, have primary law enforcement responsibility for the Property described in paragraph 4, which is controlled by the TSA under concurrent federal jurisdiction within the County of Arlington, Virginia.
- b. Consistent with federal law, TSA LEOs will continue to support local law enforcement for Property controlled by the TSA.
- c. In conjunction with the protection of the Property and the persons therein, enforce state and local law within that property or on any street, sidewalk, or property adjacent thereto within the County of Arlington, Virginia to the extent that such enforcement is consistent with the LEO's obligations to secure the Property.
- d. Process arrests made on the Property, to include any street, sidewalk or property adjacent to the TSA Headquarters, in accordance with ACPD procedures. And further,
 - (1) The TSA LEO effecting the arrest as the arresting officer of record will be responsible for the preparation of all required reports and the coordination of all prosecution related activities with the Commonwealth Attorney.
 - (2) TSA LEOs shall handle, process and secure all evidence recovered as a result of an arrest made by TSA LEOs in accordance with ACPD procedures.
- e. Shall cooperate with ACPD, or the Arlington County Sheriff's Office as applicable, when summons, warrants, or orders of quarantine must be served on the Property.

ACPD shall:

- a. Have primary law enforcement responsibility for streets, sidewalks, or property adjacent to TSA Headquarters under the jurisdiction of the Commonwealth of Virginia within those areas of the County of Arlington, Virginia where the Arlington County Police Chief has primary jurisdiction.
- b. Provide all necessary support to the arresting TSA LEOs related to arrests and follow the case up to the subsequent prosecution in the Virginia State Court System. This includes but is not limited to prisoner processing, evidence storage, and report and case preparation.
- c. Provide all necessary and routine support services related to arrest, such as fingerprints, photographing, detention, and further processing of the defendant through the state court system.

- d. Provide support/assistance to TSA LEOs, when requested, to mitigate situations or threats that occur at TSA Headquarters.
- e. In the event of an active or ongoing crime scene, threat, and/or active violence incident at TSA Headquarters, ACPD shall establish Incident Command, provide updates, and coordinate with TSA LEOs, as practical, until the situation is stabilized. Thereafter APCD will cede command, control, and evidence collection to federal authorities.
- f. Process arrests on TSA Headquarters in accordance with ACPD procedures and shall notify TSA LEOs.

6. POINTS OF CONTACT

TSA

Larry C. Carbone
Chief – Physical Security Section
601 South 12th Street, E1-203N
Arlington, VA 22202
(571) 227-4344

ACPD

M. Jay Farr
Chief of Police
1425 North Courthouse Road
Arlington, VA 22201
(703) 228-4040

7. OTHER PROVISIONS

- a. Nothing in this MOU confers general law enforcement authority on TSA LEOs outside the normal scope of Aviation and Transportation Security Act (ATSA), 49 U.S.C. §§ 114(m), 114(p), and 106(m).
- b. Nothing in this MOU is intended to conflict with current law or regulations or the directives of the TSA, other federal agency, or the ACPD. If a term of this MOU is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.
- c. The Parties acknowledge that this MOU does not constitute the obligation of monetary funds nor promise of indemnification by either party. Nothing in this MOU authorizes, or is intended to obligate, the Parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value, except as incorporated into an interagency agreement that complies with the 31 U.S.C. § 1501 and the Economy Act, 31 U.S.C. § 1535 (or other applicable interagency transfer statute). Further, no provisions of this MOU will be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341.
- d. The Parties retain all rights, privileges, immunities, and defenses provided under law and there shall be no joint or several liabilities for any action taken by either of the Parties pursuant to this MOU. Nothing in this MOU shall be construed to create an agency relationship between the Parties.

- e. All of the ACPD's obligations under this MOU shall be fully subject to the appropriation of funds by the County Board of Arlington County, Virginia, for the purpose of satisfying the ACPD's obligations hereunder.
- f. Federal law shall govern the construction of this MOU, and if federal law is not applicable, the law of the Commonwealth of Virginia shall govern its construction and enforcement. Nothing in this MOU shall be construed to limit or abridge ACPD's law enforcement authority.
- g. Notwithstanding any other provision in this agreement to the contrary, nothing in this MOU nor any action taken by the ACPD pursuant to this agreement shall constitute or be construed as a waiver of the sovereign or governmental immunity of the ACPD or its officers or employees. Further, notwithstanding any other provision of this agreement to the contrary, the ACPD shall have no obligation under this MOU to explicitly or implicitly indemnify or hold harmless the TSA or any third party from any liability whatsoever. The tort liability of TSA shall be governed by the law of the United States, including without limitation the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 1402(b), 2401(b), 2671-2680.
- h. The parties mutually agree that no provision of this agreement shall create in the public, or in any person or entity other than those signing this agreement as parties hereto, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for personal injury, property damage, or breach of contract pursuant to the terms of this agreement or otherwise.

8. EFFECTIVE DATE

The terms of this MOU become effective upon the date of signatures of both parties.

9. MODIFICATION.

This MOU may be modified upon the mutual written consent of duly authorized representatives of the parties.

10. TERMINATION

The terms of this MOU, including any modifications made pursuant to Section 9, will remain in effect until either party, upon 30 days written notice to the other party, requests termination of this MOU.

11. REFERENCES

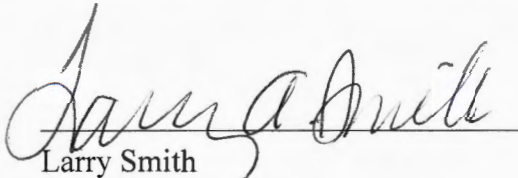
- A. The Code of Virginia § 15.2-1726, Agreements for Cooperation in Furnishing Police Services, stipulates that ACPD has responsibility for the prevention and detection of crime, the apprehension of criminals, the safeguarding of life and property, the preservation of

peace and the enforcement of state and local, regulations, and ordinances throughout the jurisdiction of ACPD.

- B. Under the provisions of the Aviation and Transportation Security Act, 49 U.S.C. § 114(p), the TSA Administrator "may designate an employee of the Transportation Security Administration to serve as a law enforcement officer." Pursuant to that authority, Law Enforcement Officers assigned to the TSA Security Branch have been appointed to provide security and law enforcement services on TSA facilities, to include those on property under the jurisdiction of ACPD.
- C. The Code of Virginia § 19.2-12 (and 19.2-81 as provided in 19.2-18) designates Federal law enforcement personnel engaged in the performance of their official duties as Conservators of the Peace and provides them with authority to make warrantless arrests for crimes committed in their presence in the Commonwealth of Virginia.

APPROVED BY:

For the Transportation Security Administration



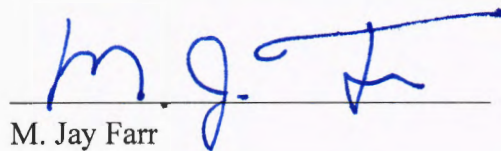
Larry Smith

Chief Security Officer

Transportation Security Administration Headquarters

Date: 11/7/18

For the Arlington County Police Department



M. Jay Farr

Chief of the ARLINGTON COUNTY Police Department

Date: 11.07.18