

Memorandum of Understanding

Between

The Arlington County Police Department

And

The Metro Transit Police Department for the

Washington Metropolitan Area Transit Authority

I. Purpose

To establish written procedures concerning the administration, control, distribution and accountability of the Police SmarTrip card.

II. General

This Memorandum of Understanding (MOU) does not create additional jurisdiction or limit or modify existing jurisdiction vested in the parties. This MOU is exclusively to recognize a coordination of efforts and support the cooperative objective of maximizing law enforcement resources available to maintain public peace and provide for the safety, good order and convenience of persons using WMATA's cross-jurisdictional transportation system to the mutual benefit of both agencies in exchange for free transportation for sworn law enforcement members.

III. Administration of Service

- A. The Chief of the Metro Transit Police Department (MTPD) is responsible for coordinating directly with local police chiefs to facilitate the use of the WMATA Police SmarTrip cards by sworn members of the local law enforcement agency.

- B. MTPD will provide a WMATA Police SmarTrip card that affords free transportation to sworn members of local law enforcement agencies within the Transit Zone on Metrobus and Metrorail in accordance with the WMATA Tariff, as amended. WMATA parking facility fees are not included and **MUST** be paid when used for all activities.
- C. Each WMATA Police SmarTrip card is inscribed: *POLICE, SWORN POLICE USE ONLY*, and displays a non-sequential identifying number. The card **MUST** be registered and signed for by the receiving sworn member. **USE IS RESTRICTED TO THE REGISTERED SWORN MEMBER ONLY AND IS NOT TRANSFERABLE TO ANOTHER PERSON.**

IV. Participant Agreement

- A. The WMATA Police SmarTrip card will be tapped on the fare box or gate target upon boarding a Metrobus or when entering and exiting a Metrorail station.
- B. While traveling on Metrobus or Metrorail, in uniform, the member will take appropriate enforcement action for all crimes which occur in their presence, including quality of life violations such as fare evasion and other public ordinance violations as annotated in jurisdictional criminal law. Law enforcement action taken by a member in casual clothes or when off-duty will be in conformance with their agency guidelines.
- C. Members initiating *ANY* police action, including verbal warnings, will advise the MTPD Communications Division at (202) 962-2121 or through their agencies Communication's Division without delay. A ledger will be established in the Transit Police Communication Division to log activity by local law enforcement agencies.
- D. While traveling on Metrobus or Metrorail, sworn members in uniform will NOT be seated. Members in casual clothes, regardless of duty status, will NOT occupy a seat if regular paying passengers are forced to stand.
- E. A member in casual clothes, regardless of duty status, will display their badge and credentials upon the request of a Metro Transit Police Officer, WMATA bus operator or WMATA station manager.

- F. The local Police Department will develop and monitor an internal control system for the issuance of WMATA Police SmarTrip cards.
- G. The WMATA Police SmarTrip card must be returned to local agency upon the separation of the registered member from the agency or the member no longer serves the agency in a sworn capacity. Local agency to report returns of card for WMATA cancellation within two business days of separation from service.
- H. A damaged WMATA Police SmarTrip card will be returned to local agency and replaced by local agency at no charge to the registered member. Damaged cards returned to local agency to be reported to WMATA within two business days for cancellation by WMATA.
- I. Lost or stolen WMATA Police SmarTrip cards will be replaced in accordance with the current policy for WMATA employees. The registered member *MUST* provide a police report from the local agency. The current replacement cost is: \$5.00 for the first occurrence; \$25.00 for the second or subsequent replacements. It is incumbent on the local agency to track the issuance of cards in a way that connects employees with card numbers such that lost cards can be reported to WMATA within two business days for cancellation by WMATA.
- J. WMATA reserves the right to withdraw the privilege of free transportation to any sworn member when just cause exist to support a determination that an unauthorized use of the WMATA Police SmarTrip card has occurred in violation of this agreement. Notwithstanding anything to the contrary in this MOU, fare policy, including authorization for free transportation, is determined by the WMATA Board of Directors and may be withdrawn by an appropriate action of the WMATA Board of Directors.

V. Amendments and Periodic Review

- A. The WMATA Police SmarTrip Card Program shall be reviewed one year after the effective execution of this agreement and biennially thereafter, to conduct a review of the program's effectiveness and make any amendments necessary to resolve questions, misunderstandings or complaints that may arise but are not specifically addressed in this MOU.

B. This MOU shall remain in effect until specifically abrogated by one of the parties to this agreement with sixty (60) days' notice to the other.

X Ronald A. Pavlik Jr. 6.16.2019
Ronald A. Pavlik Jr. Date
Chief, Metro Transit Police Department

X M. J. Farr 05.30.2019
Chief, Murray Farr Date
Chief, Arlington County Police Department