

MEMORANDUM OF UNDERSTANDING

COMMONWEALTH OF VIRGINIA, OFFICE OF THE ATTORNEY GENERAL AND ARLINGTON POLICE DEPARTMENT

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made this 11th day of September, 2013, by and between the COMMONWEALTH OF VIRGINIA, OFFICE OF THE ATTORNEY GENERAL ("Commonwealth" or "OAG") and the ARLINGTON POLICE DEPARTMENT ("Department").

1. **PURPOSE:** This Memorandum sets out the terms of an understanding between the OAG and the Department for the use of federal asset forfeiture funds to help provide supplemental financial support for the Departments' Crisis Intervention Team (CIT) needs. The OAG will provide \$241,728 in federal asset forfeiture monies to the Department addressing the Departments' CIT need.
2. **TIME FRAME:** These funds should be spent in no more than 24 months from receipt of transfer.
3. **BACKGROUND:** On May 7, 2012, Abbott Laboratories ("Abbott") entered into a plea agreement with the United States, pleading guilty to one count of violating Title 21, United States Code, Sections 331(a), 333(a)(1), 352(a), and 352(f)(1), related to the introduction and delivery into interstate commerce the misbranded drugs Depakote, Depakote ER, and Depakote Sprinkle. *United States v. Abbott Laboratories*, Case No. 1:12-CR-00026 (W.D. Va.) (Judgment entered October 2, 2012).
4. **PARTIES:** The OAG's Medicaid Fraud Control Unit was the lead investigative agency in the Abbott case. As a result of the plea agreement, the OAG was awarded an equitable share of asset forfeiture funds.

The Department submitted a proposal to the OAG for CIT needs.

5. **TERMS AND CONDITIONS:**

- a. The OAG will direct transfer \$241,728 to the Department.
- b. The Department will use the funds to improve their current CIT program while making enhancements in training for officers and service to the public. The funding will improve operations at the crisis intervention drop off center by providing services like a counselor on Sundays and dedicated, trained, CIT officers. Funding will help ensure that the patrol section has adequate staffing to provide all front line law enforcement services while staffing the Crisis Intervention Center.
- c. The Department will abide by the signed Terms and Conditions submitted to the OAG on 03/25/2013.
- d. The Department agrees that funds made available under this transfer will not be used to supplant state or local funds, but will be used to increase the amounts of

such funds that would be, in the absence of these funds, made available for law enforcement activities related to CIT.

- e. The Department agrees to at all times be in compliance with the Agreement, Certification and Audit provisions of the United States Department of Treasury *Greenbook*. All cash transfers must be used in accordance with the permissible use provisions of the *Greenbook* and as outlined in the proposal. The transfer will be reported on the Equitable Sharing Agreement and Certification form filed by both the OAG and recipient agencies.
- f. The Department shall submit a progress report if requested by the OAG.

6. **SUPPLANTING:** Federal asset forfeiture funds must be used to supplement existing funds for program activities and must not replace funds that have been appropriated for the same purpose.


7. **RECORDKEEPING AND AUDITS:** The Department will maintain complete records concerning all expenditures and all payments made from the fund. The Department shall retain all books, records, and other documents relative to expenditures permitted by this MOU for five (5) years, or until audited by the Commonwealth of Virginia, whichever is sooner. The OAG, its authorized agents, and/or state auditors, Inspector General's Office, Governmental Accounting Office, United States Department of Treasury and the Internal Revenue Service shall have full access to and the right to examine any of said materials during said period. The Department will cooperate in any audit of the fund by the Virginia Auditor of Public Accounts or the United States Department of Treasury.

8. **PREVAILING LAW:** This MOU shall be construed, interpreted and enforced according to the laws of the Commonwealth of Virginia.

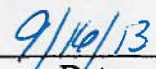
9. **MODIFICATIONS:** Any amendments to or modifications of this MOU must be in writing and signed by the parties.

Witness the following signatures:

**COMMONWEALTH OF VIRGINIA,
OFFICE OF THE ATTORNEY GENERAL**



Name:
Title: Chief Deputy Attorney General




Date

ARLINGTON POLICE DEPARTMENT



Name: BARBARA DONNELLAN
Title: ARLINGTON COUNTY MANAGER



Date