

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
BUREAU OF LAW ENFORCEMENT, VIRGINIA DEPARTMENT OF  
ALCOHOLIC BEVERAGE CONTROL  
AND  
COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**

Pursuant to Executive Order 40 (2015), issued by the Governor of the Commonwealth of Virginia, the Bureau of Law Enforcement ("BLE") at the Virginia Department of Alcoholic Beverage Control enters into this Memorandum of Understanding ("MOU") with the COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA (Arlington County Police Department or "ACPD".)

**1. PURPOSE**

The purpose is to memorialize a mutual understanding of enforcement activities conducted by the BLE and the Arlington County Police Department, serving a community or communities within or adjacent to institutions of higher education.

This agreement is entered into with the intention that the law of the Commonwealth of Virginia shall govern its construction and enforcement.

**2. GOALS**

The goals of this MOU are to improve collaboration, communication and understanding among the signatory agencies regarding law enforcement activities performed by BLE special agents in these communities.

**3. DEFINITIONS**

- A. ABC – Virginia Department of Alcoholic Beverage Control
- B. BLE – Bureau of Law Enforcement ("BLE") at the ABC
- C. BLE Regional Special Agent in Charge (SAC) – the BLE SAC of the region with which the activities and parties to this MOU are affiliated

- D. Community – The geographic area of Arlington County, which includes a population of students matriculating at a Virginia institution of higher education who resides, attends classes or participates in other official activities.
- E. Licensee – A licensee may be any individual, group or establishment licensed or required to be licensed by ABC pursuant to Title 4.1 of the Code of Virginia
- F. Parties – Bureau of Law Enforcement (“BLE”) at the ABC and the Arlington County Police Department
- G. Planned Operation – A law enforcement event that is scheduled by the BLE and/or the Arlington County Police Department. A planned event has an operational plan with specific goals and objectives. The operational plan articulates the duties and responsibilities of each agency participating in the event.
- H. Signatory agency – A law enforcement agency that has executed the MOU.
- I. Virginia institutions of higher education – A public or private college or university physically located within the Commonwealth.

#### **4. COLLABORATION**

The parties agree that collaborating with each other on planned operations occurring within communities enhances the security and safety of both citizens and law-enforcement officers.

The parties agree to cooperate in the identification and resolution of violations of ABC laws and regulations.

BLE agrees to provide training on ABC laws and regulations to any signatory Agency if so requested.

## 5. COMMUNICATION

BLE agrees to give reasonable notice to the highest ranking official of any signatory agency, or their designee, of any planned operation targeting the premises of an ABC licensee. The notice will identify the nature of the operation and may include a request for assistance of the signatory agency/ies officers, resources, and equipment. If any arrests are made by BLE personnel during the execution of such operation or activities, BLE agrees to notify the highest ranking official of the signatory agency/ies, or their designee, of the arrest(s) as close in time to the incident as practicable. Information contained in the notice from BLE shall not be released by the signatory agency without prior consent of BLE, unless otherwise required by law.

The signatory agency/ies agree(s) to give reasonable notice to the BLE Regional Special Agent in Charge, or his designee, of any planned law-enforcement operation to be conducted by the signatory agency targeting the premises of an ABC licensee as it relates to the enforcement of ABC laws or regulations. The notice will identify the nature of the operation and may include a request for assistance of BLE officers, resources, and equipment. Information contained in the notice from the signatory agency shall not be released by the BLE without prior consent of the signatory agency.

The signatory agency/ies agree(s) to give reasonable notice to the BLE Regional Special Agent in Charge, or his designee, when there exist multiple calls for service from or about an ABC licensee that the agency believes stems from the licensee's service of alcoholic beverages.

BLE agrees to provide reasonable notice to the highest ranking official of a signatory agency, or their designee, of any statutory or regulatory violation known to BLE that is committed by a licensee operating within the jurisdiction of a signatory agency.

Notice by each party for the circumstances outlined above may be given by telephone, email, or other electronic communications and will provide general information about the nature of an operation, calls for service or violations, including the agent or officer in charge, the general timeframe, and location. If the release of such information may jeopardize the confidentiality of the operation or the safety or security of the agents/officers or the public, such notification may be withheld by the agency conducting

the operation. If a signatory agency does not, under this section, give notice prior to the operation, the decision shall be memorialized by the highest ranking official of the signatory agency, or his designee, in writing; however, notification after the operation is complete shall be given to the signatory agency that did not otherwise receive notification as soon as the need for the waiver is no longer present.

## **6. EXPECTATIONS**

The parties agree that this MOU will be carried out in order to improve collaboration and increase communication and efficacy among the parties.

The parties recognize that there are numerous day to day activities conducted by BLE officers that do not rise to the level of needing to be a planned operation as defined in this MOU. Such activities include but are not limited to delivery of licenses, serving Board orders, meeting with licensees and conducting licensee inspections.

This MOU does not create additional jurisdiction or authority and does not in any way limit or modify existing law enforcement authority vested by law in any party to this MOU.

All of the ACPD's obligations under this agreement 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.

## **7. DURATION**

This MOU sets forth the complete agreement relating to provisions of mutual law enforcement services among the parties, and supersedes all previous agreements, whether written or oral, relating to such services.

Any party may withdraw from this MOU by giving ninety (90) days written notice to the other Party/ies.

## **8. AMENDMENT**

This MOU may be amended in writing by agreement of the Parties. The amended MOU shall supersede any prior MOU upon execution by the signatory agencies.

## **9. LIABILITY**

Each Party is and shall remain solely and exclusively responsible for the acts and omissions of its law enforcement officers and other personnel while performing duties, functions, or services pursuant to this MOU. No Party shall be liable to any other Party for reimbursement for compensation, benefits, injuries to personnel, damages to equipment, costs of supplies, or any other expenses or costs incurred while performing services under this MOU unless the Parties expressly agree to the allocation of such expenses and costs. The duties, functions, or services performed, equipment and supplies used, and any expenses incurred while performing any duty, function or service pursuant to this MOU shall be for public and governmental purposes and all immunities afforded to any person, law enforcement agency, or Party shall extend to all actions performed pursuant to this MOU in any location, including but not limited to the jurisdiction of the requesting law enforcement agency.

Notwithstanding any other provision in this agreement to the contrary, nothing in this agreement 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 to explicitly or implicitly indemnify or hold harmless BLA or any third party from any liability whatsoever.

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.

Agreed:



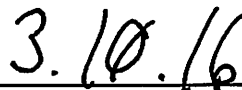
Travis Hill, ABC Chief Operating Officer



Date



M. Jay Farr, Chief of Police



Date



# COMMONWEALTH *of* VIRGINIA

## Department of Alcoholic Beverage Control

### COMMISSIONERS

JEFFREY L. PAINTER, CHAIRMAN

JUDITH G. NAPIER

HENRY L. MARSH, III

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April 7, 2016

Arlington County Police  
1425 N Courthouse Rd  
Arlington VA 22201

Dear Chief M. Jay Farr:

Enclosed please find your copy of the Memorandum of Understanding with Department of Alcoholic Beverage Control.

Should you have any questions, please feel free to contact me at 804-213-4688.

Sincerely,

*Tina Adkins*

Mrs. Tina Adkins  
Enforcement Division