

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

U.S. DEPARTMENT OF HOMELAND SECURITY,
NATIONAL PROTECTION AND PROGRAMS DIRECTORATE
FEDERAL PROTECTIVE SERVICE

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 U.S. Department of Homeland Security, National Protection and Programs Directorate, Federal Protective Service (FPS) and the County Board of Arlington County, Virginia (ACPD).

2. AUTHORITIES

This MOU is authorized under the provisions of:

- a. Title 40, United States Code, Section 1315, *Law Enforcement authority of Secretary of Homeland Security for protection of public property,*
- b. Department of Justice Attorney General Guidelines for the Exercise of Law Enforcement Authorities by Officers and Agents of the Department of Homeland Security Under 40 U.S.C. § 1315, dated February 18, 2005,
- c. DHS Delegation Number 17001, *Revision No. 1, Delegation to the Under Secretary for National Protection and Programs,*
- d. NPPD Delegation Number 17007.00, *Delegation of Administration of the Federal Protective Service,*
- e. FPS Director Memorandum, *Delegation of Authority to Enter Into and Sign Law Enforcement Mutual Support Agreements with Other Federal Law Enforcement Agencies, and State and Local Governments and Law Enforcement Agencies*
- f. Virginia Code § 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 FPS, a federal law enforcement agency, and the ACPD relating to the protection of Federal property and persons on the property within the County of Arlington,

Virginia. This MOU is only applicable sworn FPS law enforcement personnel and does not apply to FPS contract security officers.

4. SCOPE

The scope of this MOU applies to the properties on Exhibit A located within the County of Arlington, Virginia. Both parties agree that the FPS' enforcement of the Virginia or Arlington County Code on these properties will be only utilized in the furtherance of the protection of Federal property and persons thereon located in the vicinity of these properties.

5. RESPONSIBILITIES.

FPS shall:

- a. Consistent with federal law, have primary law enforcement responsibility for property owned or controlled by the Federal government under concurrent federal jurisdiction within the County of Arlington, Virginia.
- b. Consistent with federal law, FPS will continue to support local law enforcement for all property owned or controlled by the Federal government under proprietary jurisdiction.
- c. In conjunction with the protection of Federal property owned or possessed by the Federal Government and the persons thereon, enforce state and local law within that property or on any street, sidewalk, or property adjacent thereto within the County of Arlington, Virginia
- d. Maintain a list of Federal properties located within the County of Arlington, Virginia, which are affected by this MOU and provide said list to ACPD upon request.
- e. Process arrests made off of Federal Property in accordance with ACPD procedures.
- f. Note the FPS officer affecting the arrest as the arresting officer of record and will be responsible for preparation of all required reports.
- g. Handle evidence recovered as a result of an arrest made by FPS officers off of Federal Property in accordance with ACPD procedures.

ACPD shall:

- a. Have primary law enforcement responsibility for streets, sidewalks, or property adjacent to Federally-owned, occupied, or secured property under the jurisdiction of the Commonwealth of Virginia within those areas of the County of Arlington, Virginia where the Police Chief has primary jurisdiction.

- b. Provide all necessary support to the arresting FPS officer related to the arrest 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, 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 FPS, when requested, to mitigate situations or threats on Federal Property.
- e. Process arrests on Federal Property in accordance with ACPD procedures and shall notify FPS.

6. POINTS OF CONTACT.

The FPS primary point of contact for this MOU is Acting Regional Director Maybelle Hallman, DHS-NPPD-Federal Protective Service-Region 11, 1900 Half Street, Washington, D.C. 20003 (office) 202-245-2331, (e-mail) Maybelle.P.Hallman@hq.dhs.gov. The ACPD primary point of contact for this MOU is Chief M. Jay Farr, 1425 N Courthouse Rd. Arlington, Virginia (office) 703-228-4040 (e-mail) mfarr@arlingtonva.us.

7. OTHER PROVISIONS.

- a. Nothing in this MOU confers general law enforcement authority on FPS law enforcement personnel outside the normal scope of FPS law enforcement duties and the authority found in 40 U.S.C. § 1315.
- b. Nothing in this MOU is intended to conflict with current law or regulations or the directive of the DHS, FPS, 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 (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 31 U.S.C. § 1341 (the Anti-Deficiency Act).
- 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 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.

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

g. 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 the FPS or any third party from any liability whatsoever.

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.

APPROVED BY:

For the Federal Protective Service



Maybelle Hallman
Regional Director (A), Region 11
Federal Protective Service

Date: 5/4/2016

For Arlington County Police Department



Chief M. Jay Farr
Chief of the ARLINGTON COUNTY Police Department

Date: 5.12.2016