

EXHIBIT NO. 1

City of Alexandria, Virginia

31
6-26-01

MEMORANDUM

DATE: JUNE 22, 2001

TO: THE HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL

FROM: PHILIP SUNDERLAND, CITY MANAGER 

SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE UNITED STATES PARK POLICE

ISSUE: City Council approval of a Memorandum of Understanding for mutual aid and concurrent jurisdiction in routine and emergency circumstances between the City of Alexandria Police Department and the United States Park Police.

RECOMMENDATION: That City Council approve the attached Memorandum of Understanding which formalizes the agreement between the City of Alexandria and the United States Department of Interior, National Park Service, United States Park Police regarding the authority of both police departments to provide services on jointly patrolled land and roadways.

DISCUSSION: It is the policy of the Alexandria Police Department to cooperate with other law enforcement agencies should the need for mutual aid become necessary. The Virginia Code provides that with the prior approval of City Council, the City can enter into reciprocal or mutual aid agreements for cooperation in the furnishing of police services (Va. Code § 15.2-1726). Currently, Jones Point Park and the Daingerfield Island Sailing Marina at the north end of the City are on land owned by the federal government, are under the jurisdiction of the National Park Service, and are patrolled by both the U.S. Park Police and the Alexandria Police Department. The proposed Memorandum of Understanding provides that Alexandria police officers will possess the same power and authority as U.S. Park police officers while acting in an official capacity on park land owned by the United States Department of Interior located within the City and within the environs of the District of Columbia.

The Police Department has a long history of participation in regional mutual aid agreements, and has had a mutual aid agreement with the U.S. Park Police for a number of years. The Northern Virginia Mutual Aid Agreement (5/1/91) and the Metropolitan Washington Council of Governments Police Mutual Aid Agreement (9/90) approved by the local governments and chief law enforcement officers of area Police Departments are other examples of this type of regional cooperative agreement.



FISCAL IMPACT: None.

STAFF: Charles E. Samarra, Chief of Police

ATTACHMENT: Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF ALEXANDRIA, VIRGINIA, POLICE DEPARTMENT
AND
THE CHIEF, UNITED STATES PARK POLICE**

Agreement made this _____ day of May, 2001, by and between the City of Alexandria, Virginia, Police Department and the Chief, United States Park Police.

WITNESSETH:

WHEREAS, pursuant to the Act of March 17, 1948, (62 Stat.81) as amended, the United States Park Police has certain law enforcement authority on and within Federal reservations in the environs of the District of Columbia, and

WHEREAS, The City of Alexandria, Virginia, maintains a police department for law enforcement within city limits, which is within the metropolitan area of the District of Columbia, and,

WHEREAS, the parties desire to set forth in writing the understanding reached between them concerning assistance to be rendered by each party named herein,

WHEREAS, Sections 15.2 - 1724 and 15.2 - 1726 of the Code of Virginia provides that the city may enter into reciprocal or mutual aid agreements for cooperation in the furnishing of police services,

WHEREAS, 16 U.S.C. Section 1a-(b) authorizes the Secretary of the Interior to designate law enforcement personnel of any State or political subdivision thereof when deemed economical and in the public interest and with the concurrence of the agency to act as special policemen in the areas of the National Park System over which the United States exercises exclusive and concurrent jurisdiction and provides that such officers shall have the same powers and authority as U.S. Park Police officers.

WHEREAS, the City of Alexandria and the U.S. Park Police have determined that the provision of law enforcement across jurisdictional boundaries in certain circumstances will increase the ability of the City of Alexandria, Virginia, and the U.S. Park Police to protect the safety and promote the general welfare of the public,

NOW THEREFORE, the consideration of the mutual rights and obligations hereunder, the parties agree to the following:

- 1. When either party requests the assistance of the other, the other party is authorized to render assistance and shall attempt to do so subject to the availability of manpower and resources, with due consideration to circumstances in both the requesting and assisting jurisdictions. Normally, all requests for assistance, including minor incidents, originated by either by the City of Alexandria Police Department or the U.S. Park Police will be channeled through the police communications center of each agency.**
- 2. The City of Alexandria Police Department and the U.S. Park Police, without regard to the boundaries of the city or of the National Park System in the Commonwealth of Virginia, will take immediate police action in areas within the jurisdiction of the other agency, pending arrival of the other agency's police force, when necessary, to:**
 - a. Protect and preserve human life**
 - b. Assist an officer in trouble**
 - c. Assist at emergency or accident scenes**
 - d. Assist at crime scenes.**
- 3. The City of Alexandria Police Department and the U.S. Park Police may each maintain fresh pursuit of suspects into the jurisdiction of the other agency.**
- 4. In all cases in which assistance is requested, in which emergency assistance is provided by the first officers on the scene, or in which officers are engaged in fresh pursuit, in accordance with paragraphs 1, 2, and 3 hereof, the officers of each police force shall, while in the jurisdiction of the other agency, have the same police and law enforcement powers of the officers of the agency having primary jurisdiction.**
- 5. The on-scene commanding police officer of the agency receiving assistance shall be in command of all officers and employees of the assisting agency while in the receiving agency's jurisdiction. The on-scene commander shall exercise command and direction of officers of the assisting agency only through the highest-ranking assisting agency officer present at the scene.**
- 6. Police reports made by the City of Alexandria Police Department or the U.S. Park Police concerning incidents that occurred in the other agency's jurisdiction**

shall be made available to the other agency on request in accordance with applicable laws.

7. Following a significant crime or similar occurrence, the technical expertise of either the City of Alexandria Police Department or the U.S. Park Police may be available to the other agency at the request of a supervisory officer.
8. It is the intent and purpose of this mutual aid agreement that there be the fullest cooperation between the City of Alexandria Police Department and the U.S. Park Police to ensure the maintenance of good order and law enforcement within the City of Alexandria, Virginia,. And the National Park System in any situation requiring police assistance beyond the capacity of the requesting agency.
9. The cost of furnishing services described herein shall be borne by the agency furnishing services and no claims for reimbursement shall be made.
10. Parties shall abide by the provisions of Executive Order 12246, as amended, shall be in compliance with the requirements of Title VI of the Civil Rights Act of 1964, as amended (78 Stat. 252; 42 U.S.C. § 2000d et seq. (1994 & Supp. I 1995)); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394, 29 U.S.C. § 794 (1994), as amended), the Age Discrimination Act of 1975 as amended (89 Stat. 728; 42 U.S.C. § 6101 et seq. (1994)) and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, national origin, disability, religion, or sex, in employment and in providing of facilities and services to the public.
11. Pursuant to the Anti-Deficiency Act, 31 U.S.C. § 1341 (a) (1) (1994), nothing herein contained shall be construed as binding the United States to expend in any one fiscal year any sum in excess of appropriations made by Congress for this purpose, or to involve the United States in any contract or other obligation for the further expenditure of money in excess of such appropriations.
12. Pursuant to 41 U.S.C. § 22, Interest of Member of Congress, (1994), “No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon.”
13. The Parties shall abide by the provisions of 18 U.S.C. § 1913 Lobbying with Appropriated Moneys, (1994), which states:

No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram,

telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of congress on the request of any Member of Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

Whoever, being an officer or employee of the United States or of any department or agency thereof, violates or attempts to violate this section, shall be fined under this title or imprisoned not more than one year, or both after notice and hearing by the superior officer vested with the power of removing him, shall be removed from officer or employment.

14. This agreement shall remain in effect for a term of five (5) years, from _____, 2001 to _____, 2005. Said agreement may be terminated or modified by either party upon thirty (30) days written notice to the other party.

IN WITNESSETH WHEREOF, the parties hereto have executed this agreement.

For the United States Park Police

**Robert E. Langston, Chief
United States Park Police**

Date

**For the City of Alexandria, Virginia
Police Department**

**Charles W. Samarra, Chief
Alexandria Police Department**

Date

For the City of Alexandria

City Manager

Date