

COOPERATIVE AGREEMENT
BETWEEN THE
BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM
AND THE
METROPOLITAN POLICE DEPARTMENT OF THE DISTRICT OF COLUMBIA

A. Definitions

1. "Agreement" means this Cooperative Agreement between the Board of Governors of the Federal Reserve System and the Metropolitan Police Department of the District of Columbia.
2. "Board" means the Board of Governors of the Federal Reserve System.
3. "Board LEOs" means the law enforcement officers employed in the Security Services Unit of the Board who have federal law enforcement authority under 12 U.S.C. § 248(q).
4. "Jurisdiction" means the area described in Section B of this Agreement.
5. "MPD" means Metropolitan Police Department of the District of Columbia.

B. Jurisdiction

1. Board LEOs may assist the MPD in carrying out crime prevention and law enforcement activities under District of Columbia law by patrolling with the same authority as MPD officers (including the carrying of firearms, the use of force, and the making of arrests under D.C. law) in the following areas of the District of Columbia:
 - a. The Eccles Building: the area within and bounded by Constitution Avenue, 20th Street, 21st Street, and C Street, NW;
 - b. The Martin Building: the area within and bounded by C Street, 21st Street, and Virginia Avenue, NW, but not the Federal parkland;
 - c. The New York Avenue Building and surrounding alleys: the area identified by District of Columbia tax records as Square 0170, Lot 0040, commonly known as 1709 New York Avenue, NW; which area is within and bounded to the south by New York Avenue, NW, to the east by the building's driveway, to the north by a wall and fence, and to the west by a short wall separating the building from the driveway associated with 1735 New York Avenue, NW. The surrounding alleys are the driveway and east alley associated with the building located at 1724 F Street, NW, and are adjacent to the north side of the New York Avenue Building.
 - d. The area within and immediately surrounding the residence of the Chairman of the Board of Governors of the Federal Reserve System if within the District of Columbia; and
 - e. In an emergency, as declared by the Chief of Board Security or other Board official with authority to declare an emergency,

- (i) any area within the District to which the Board transfers its operations (i.e., Board contingency site); or
- (ii) the area immediately surrounding the temporary or permanent residence of any Governor on the Board residing within the District of Columbia.

This jurisdiction includes the named streets, the adjacent sidewalks on both sides of these streets, and any areas within the described boundaries, except those areas that are considered Federal parkland (the Board's law enforcement authority in the Federal parkland within the jurisdiction is governed by a separate agreement between the Board and the Department of Interior's National Park Service and United States Park Police).

The attached map is a general depiction of the jurisdictional areas and is not intended to supersede the specific description of jurisdiction set forth in this paragraph B.1., which description is controlling.

2. Board LEOs may assist the MPD in carrying out crime prevention and law enforcement activities under District of Columbia law with the same authority as MPD officers (including the carrying of firearms, the use of force, and the making of arrests under D.C. law), when on-duty Board LEOs are traveling within the District of Columbia between and among duty posts. The attached map shows the usual travel routes by foot and in a Board vehicle between duty posts at the Board's Eccles, Martin, and New York Avenue Buildings.

3. It remains within the discretion of the Board to determine whether Board LEOs will assist the MPD in carrying out crime prevention and law enforcement activities. This Agreement shall not be interpreted to require the Board to provide such assistance at a particular time or in a particular manner. The Board may also decline to conduct crime prevention and law enforcement activities in specific instances and for specific periods of time. Any such declination will not be considered as unwillingness to continue the arrangement provided for in this Agreement. Whenever the Board provides such assistance, however, Board LEOs will be deemed to be acting at the direction of MPD and shall have the same legal status and immunity from suit as an MPD officer.

C. Reports and Records

1. Reporting Forms (for arrests involving violations of D.C. law)

- a. The Board will adopt MPD reporting forms for its use in reporting arrests occurring in the jurisdiction. In addition, the Board may also prepare reports using its own forms.
- b. The Board will utilize MPD central complaint numbers on all arrests in the jurisdiction and will have authority to draw MPD central complaint numbers from the MPD Communications Division.

- c. The Board will be responsible for making such notifications as are required by MPD General Orders in preparing reports.

2. Report Processing

All MPD arrest reports processed by the Board also will be processed at MPD Central Records.

3. Records Access

Board LEOs will have access to all MPD records that are necessary for the Board to fulfill its responsibilities for the event in which Board LEOs are involved. However, this does not include access to records or documents created or maintained by the MPD Office of Internal Affairs. Likewise, and when necessary, the records maintained by the Board will be available to members of the MPD, subject to the Board's rules on disclosure of its information.

D. Arrests

1. Arrest Authority

Within the jurisdiction defined in Section B of this Agreement, Board LEOs shall possess the same authority as MPD officers, including the carrying of firearms, the use of force, and the making of arrests.

2. Arrest Procedures

The following procedures apply with respect to any arrest made by Board LEOs pursuant to this Agreement:

- a. The MPD shall provide to the Board:
 - i. support services such as fingerprinting and photographing prisoners;
 - ii. detention and confinement facilities for all prisoners;
 - iii. prisoner transportation services, upon request, for the purposes of on-scene viewing, booking, and processing through the courts; and
 - iv. medical treatment and/or hospitalization for prisoners in accordance with the procedures outlined in MPD General Order 502-7 (Medical Treatment and Hospitalization for Prisoners).
- b. MPD station personnel shall accept and process collateral according to department procedures.
- c. It shall be the responsibility of the MPD station clerk to arrange for the release of persons arrested by Board LEOs, if the arrested person qualifies for release under the provisions of the Citation Release Program.

- d. The Board LEO who made the apprehension will be listed as the arresting officer and will be responsible for preparation of all required reports.

3. Property and Evidence

- a. The MPD will retain and process all prisoner's property resulting from arrests by Board LEOs.
- b. The MPD will provide for crime scene searches, evidence collection and identification, ballistics testing and examination, chemical testing, and narcotics testing. The MPD will retain evidence for presentation in court.
- c. As necessary, members of the MPD will provide expert or supportive court testimony in court cases resulting from arrests by Board LEOs.

E. Appearing in Court

The Board will establish its own procedures for Board LEOs who check in and out of court in connection with cases resulting from arrests by Board LEOs, but will use the facilities of the Court Liaison Branch. It will be the responsibility of the Board to obtain from the Identification and Records Division such records as are necessary to prosecute cases in court.

F. Investigations

1. Board LEOs will take appropriate police action to preserve the crime scene until the MPD responds. The MPD (or another law enforcement agency that MPD designates) will take the lead in the investigation. The Board shall not have primary responsibility for the investigation or prosecution of criminal violations of law, including those occurring on Board property.

2. If the MPD takes the lead in the investigation, Board LEOs will provide information necessary for MPD to conduct the investigation.

3. The Chief of MPD has found that alleged misconduct by Board LEOs should not be subject to review by the Citizen Complaint Review Board because of the attached certification from an appropriate representative of the Board.

4. Use of force investigations and investigations of complaints about Board LEOs shall be handled by the Board.

G. Warrants

Board LEOs must coordinate with MPD, and may not act unilaterally, when applying for or executing search or arrest warrants related to their authority in the jurisdiction that is conferred by this Agreement.

H. Handling Juveniles

1. Board LEOs who either arrest or contact juveniles shall follow MPD General Orders. Upon request by Board LEOs, the MPD will provide transportation services.

2. The Board is responsible for ensuring that Board LEOs understand the sensitive nature of juvenile processing and the need to protect against unwarranted disclosure of juvenile records.

I. Traffic, Towing, and Other Enforcement Activity

1. Board LEOs shall possess the same authority to enforce traffic and municipal regulations as do MPD officers.

2. Board LEOs shall be responsible for prosecution of traffic tickets issued by them, including appearances before the Bureau of Traffic Adjudication and/or the Superior Court.

3. The towing of non-evidentiary vehicles remains the responsibility of the Board.

J. Notification

The public information program established by the “Federal Law Enforcement Officer Cooperation Act of 1999,” see D.C. Law 13-100, 47 D.C. Reg. 74 (Feb. 11, 2000), shall be supplemented as determined by MPD, except that information concerning the residence(s) of members of the Board shall not be publicized without the express, advance approval of the Board.

K. Liability

1. The MPD and the Board understand that there are no special relationships created or third-party beneficiaries established. The MPD and the Board retain all rights, privileges, immunities, and defenses provided under law, and there shall be no joint and several liability for any action taken by either the Board or MPD pursuant to this Agreement. Furthermore, the MPD and the Board are responsible for any and all liabilities and costs that arise as a result of the actions of their respective law enforcement/police officers. Nothing in this Agreement shall be construed to create an agency relationship between the MPD and the Board.

2. Because the Board has entered into a cooperative agreement with the MPD to assist the MPD in carrying out crime prevention and law enforcement activities pursuant to D.C. Code §5-133.17 and the “Federal Law Enforcement Officer Cooperation Act of 1999,” D.C. Law 13-100, 47 D.C. Reg. 74 (Feb. 11, 2000), Board LEOs who, in their official capacity are authorized to make arrests, shall, when making an arrest in the District of Columbia for a nonfederal offense pursuant to this Agreement, have the same legal status and immunity from suit as an MPD officer.

L. Training on the District of Columbia Code

A Board LEO will be authorized to exercise authority in the jurisdiction pursuant to this Agreement only upon successful completion of the MPD's Institute of Police Science District of Columbia Code training (Part I) and the United States Attorney's Office (USAO) Legal Issues training (Part II). MPD will maintain records and certify that the Board LEO has received and completed with a passing score the training on District of Columbia Code (Part I) as required by their department. The USAO will maintain attendance records for the Part II training. Not until both trainings are completed will a Board LEO exercise authority under this Agreement.

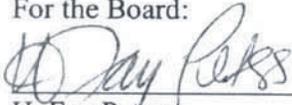
M. Notification and Coordination with the United States Park Police (USPP) for Incidents on Federal Parkland

In the event of an incident occurring on Federal parkland within the jurisdiction, the Board will respond and/or notify the USPP consistent with the provisions of the Board's Agreement with the United States Department of Interior, National Park Service and USPP.

N. Effective Date

This Cooperative Agreement shall take effect on the date of execution by both parties and shall remain in effect until terminated by either party. Either party may terminate this Agreement by providing 30 days' advance written notice to the other party.

For the Board:



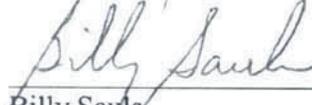
H. Fay Peters
Director, Management Division
Board of Governors of the
Federal Reserve System
20th & C Streets, NW, Stop 148
Washington, DC 20551

For MPD:

Charles H. Ramsey
Chief of Police
Metropolitan Police Department of the
District of Columbia
300 Indiana Avenue, NW
Washington, DC 20001

Date: 8/15/2005

Date: _____



Billy Sauls
Chief, Security Services
Board of Governors of the
Federal Reserve System
20th & C Streets, NW, Stop 111
Washington, DC 20551

Date: 8-11-05

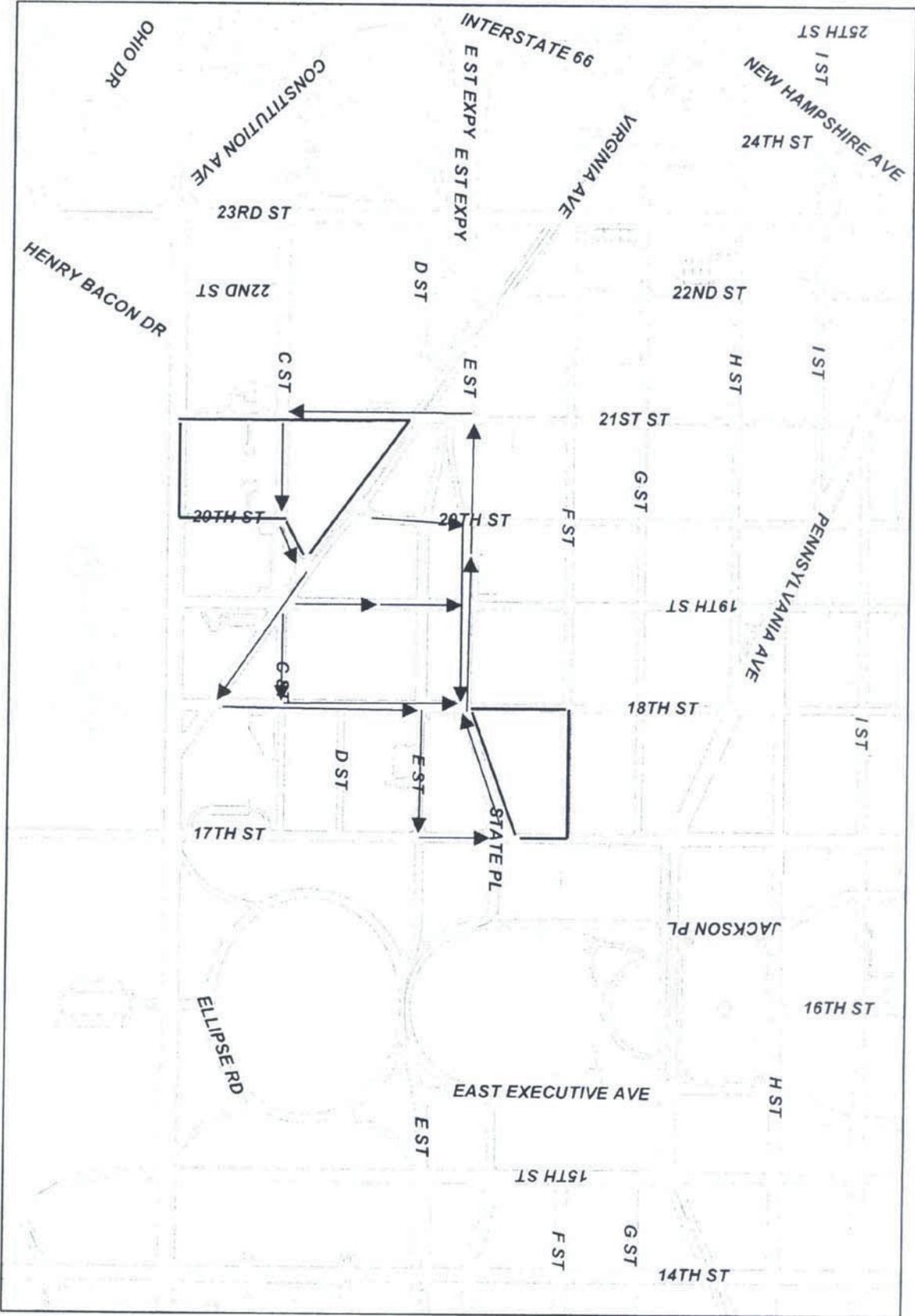
CERTIFICATION

Pursuant to Section F.3 of the Cooperative Agreement between the Board of Governors of the Federal Reserve System ("Board") and the Metropolitan Police Department ("MPD"), I hereby certify that I have provided the MPD with a copy of the Board's Security Services Unit Manual of General Orders, General Order Number 11, entitled "Citizen Complaint Process."



Billy Sauls
Chief, Security Services
Board of Governors of the
Federal Reserve System
20th & C Streets, NW, Stop 111
Washington, DC 20551

Date: 8-16-05



- Jurisdictional Boundaries
- - - Shuttle Route
- Walking Routes

