

COOPERATION AGREEMENT
between the
BUREAU OF ENGRAVING AND PRINTING
and the
METROPOLITAN POLICE DEPARTMENT

The purpose of this agreement is to implement the provisions of 4 D.C. Code § 192 entitled "Cooperative Agreements Between Federal Agencies and Metropolitan Police Department" and the provisions of the "Federal Law Enforcement Officer Cooperation Act of 1999." See D.C. Law 13-100, 47 D.C. Reg. 74 (2-11-2000).

Definitions

1. "The Agency" means the Bureau of Engraving and Printing, Department of the Treasury.
2. "MPD" means Metropolitan Police Department.
3. "Jurisdiction" means the area described in Part B.

B. Jurisdiction

The Agency may assist the MPD in carrying out prevention and law enforcement activities by sending personnel of the Agency on patrol with the power to arrest in the following area of the District of Columbia which immediately surrounds the area of the agency's jurisdiction, that is:

The Buildings and land under the custody and control of the Agency; buildings and land acquired by or for the Agency through; the streets, sidewalks and open areas immediately adjacent to the Agency along Wallenburg Place (1 5th Street) and 14th Street, SW between Independence and Maine Avenues, SW; C and D Streets, SW, between 12th and 14th Streets, SW; 13th Street, SW, between C and D Streets; to areas which include surrounding parking facilities used by Agency employees, including the lots at 12th and C Streets, SW, Maine Avenue and Water Streets, SW, Maiden Lane, the Tidal Basin, and East Potomac Park.

Unless otherwise noted, the jurisdiction shall include both sides of each street named and adjacent sidewalks. The jurisdiction shall not include federal parkland within its boundaries. The jurisdiction is depicted by the green line superimposed on the attached aerial photographs.

The agency may decline to conduct prevention and law enforcement activities for specific instances or periods of time. Any such declination will not be considered as unwillingness to continue this partnership.

C. Reports and records

1. Reporting Forms

- a. The Agency will adopt MPD reporting forms for its use in reporting arrests and/or other enforcement activity occurring in the jurisdiction. In addition, the Agency may prepare reports using its own forms.
- b. The Agency will utilize MPD central complaint numbers on all arrests and/or other enforcement activity in the jurisdiction.
- c. The Agency will be responsible for making such notifications as are required by MPD general orders in preparing reports.

2. Report Processing

All MPD reports of arrest or other law enforcement activity processed by Agency also will be processed at MPD Central Records.

3. Records Access

Members of the Agency will have access to all MPD records which are necessary for the Agency to fulfill its responsibilities for the event in which they 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 Agency will be available to members of the MPD.

D. Arrests

1. Arrest Authority

Within the jurisdiction, the Agency officers shall possess the same powers of arrest as the MPD officers.

2. Arrest Procedures

- a. The MPD shall provide to the Agency:
 - 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 purpose 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 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 officers of the Agency, if the arrested person qualifies for release under the provisions of the Citation Release Program.

d. The Agency officer 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 Agency members.

b. The MPD will provide services to the Agency 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 Agency court cases.

E. Appearing in Court

The Agency will establish its own procedures for checking in and out of court but will use the facilities of the Court Liaison Branch. It will be the responsibility of Agency officers to obtain from the Identification and Records Division such records as are necessary to prosecute cases in court.

F. Investigations

1. The Agency will take appropriate police action to preserve the crime scene until the MPD responds. The MPD will determine who will take the lead in the investigations. If the MPD asks the Agency to take the lead in the investigations, the Agency may decline; in which case, the MPD shall take the lead in the investigation.

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

3. The Chief of the MPD has found that misconduct by Agency officers should not be covered by the Citizen Complaint Review Board because of the attached certification from an appropriate representative of the Agency.

4. Use of force investigations and investigations of complaints about the Agency officers shall be handled by the Agency.

G. Warrants

Members of the Agency 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.

H. Handling Juveniles

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

2. The Agency is responsible for ensuring that its officers 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. Agency officers shall possess the same authority to enforce traffic and municipal regulations as the MPD officers.

2. The Agency shall be responsible for prosecutions of traffic tickets issued by its officers, including appearances before Bureau of Traffic Adjudication and/or the Superior Court.

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

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 (2-11-2000)), shall be supplemented as determined by MPD.

K. Liability

The MPD and Agency understand that there are no special relationships created or third party beneficiaries established. Each agency retains all of its rights, privileges, immunities, and defenses provided under law. Furthermore, each agency is responsible for any and all liabilities and costs that arise as a result of the actions of their respective employees. Nothing in this agreement shall be construed to create an agency relationship between the MPD and the Agency.

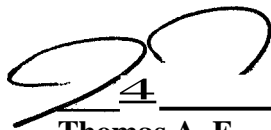
L. Training on the District of Columbia Code

An agency officer will be authorized to begin patrols in the jurisdiction pursuant to this agreement only upon successful completion of MPD's Institute of Police Science District of Columbia Code training (Part I) and the United States Attorney's Office legal issues training (Part II). This limitation does not apply to authority already granted by Public Law 104-208, 110 Stat. 3 009-346, Authority of Special Police Officers.

M. Effective Date

The 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 Cooperation Agreement by providing thirty days written notice to the other agency.

7/21, 4-25
Date



Thomas A. Fison
Director
Bureau of Engraving
and Printing
14th and C Streets, SW
Washington, D.C. 20228

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Date



Charles Mechie
Police Department
300 Indiana Avenue, NW
Washington, D.C. 20001

