

COOPERATIVE AGREEMENT

BETWEEN THE

DEFENSE INTELLIGENCE AGENCY

AND THE

**METROPOLITAN POLICE DEPARTMENT OF THE DISTRICT OF
COLUMBIA**

A. Definitions

1. "DIA" means the Defense Intelligence Agency Police.
2. "MPD" means the Metropolitan Police Department of the District of Columbia.
3. "Jurisdiction" means the areas described in Part B of this agreement.
4. "Agreement" means this Cooperative Agreement between the Defense Intelligence Agency and the Metropolitan Police Department of the District of Columbia.

B. Jurisdiction

1. DIA may assist MPD in carrying out crime prevention and law enforcement activities. These activities may include but are not limited to: the power to arrest, when on-duty DIA officers are engaged in official business involving the protection of DIA employees, information, and property; carrying firearms; and the use of necessary force. DIA police may exercise this authority in the following areas of the District of Columbia:

- a. the area that surrounds the Defense Intelligence Agency Headquarters complex (DIA complex) on Joint Base Anacostia-Bolling (JBAB) and that is inside the perimeter created by MacDill Boulevard, SW, Defense Boulevard, NW, Brookley Avenue, SW, and Boundary Road, and extending 500 feet from the perimeter of the complex;
- b. parking facilities surrounding the DIA complex
- c. the following streets and roadways within the District of Columbia that are used by DIA to travel to satellite locations in the Commonwealth of Virginia and the State of Maryland:

(1) I-295 north from the District of Columbia/Maryland line to I-395
(Southeast/Southwest Freeway);

(2) I-395 where it intersects with I-295 to the District of Columbia/Virginia
Line;

- (3) South Capitol Street from JBAB to the intersections with I-395 (Southeast/Southwest Freeway);
- (4) Overlook Avenue from JBAB to the Naval Research Laboratory;
- (5) Suitland Parkway from South Capitol Street to the District of Columbia/Maryland line;
- (6) Pennsylvania Avenue, SE, from I-295 to the District of Columbia/Maryland line;
- (7) Kenilworth Avenue/295 to the District of Columbia/Maryland line;
- (8) I-395 to New York Avenue (Rt. 1) to New York Avenue/Baltimore Washington Parkway to the District of Columbia/Maryland;
- (9) I-695 from I-295 to I-395;
- (10) Maine Ave. SW to the intersection with Independence Ave. SW;
- (11) Independence Ave. SW to its intersection with Ohio Dr. SW;
- (13) Ohio Dr. SW to its intersection with Whitehurst Freeway;
- (14) Whitehurst Freeway to its intersection with Canal Rd. NW;
- (15) Canal Rd. NW to its intersection with Foxhall Rd. NW;
- (16) Foxhall Rd. NW to its intersection with Reservoir Rd. NW;
- (17) Reservoir Rd. NW to its intersection with MacArthur Blvd. NW;
- (18) MacArthur Blvd. NW to the DC/MD state line;

This jurisdiction includes the named streets, the adjacent sidewalks on both sides of the streets and any areas within the described boundaries, except those areas that are considered federal parklands. DIA jurisdiction may extend beyond the listed boundaries in situations requiring immediate action by DIA police officers in order to protect DIA employees, information, and property.

2. It remains within the discretion of DIA to determine whether DIA police officers will assist the MPD in carrying out crime prevention and law enforcement activities. This Agreement shall not be interpreted to compel DIA to provide such assistance at a particular time or in a particular manner. DIA 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 DIA provides such assistance, DIA police officers will be deemed at the direction of MPD and shall have the same legal status and immunity for suit as a MPD officer.

C. Reports and Records

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

- a. **DIA will adopt MPD reporting forms for its use in reporting arrests occurring in the jurisdiction. DIA may also prepare reports using its own forms.**

b. DIA will utilize MPD central complaint numbers in all arrests in the jurisdiction and will have the authority to draw MPD central complaint numbers from the Office of Unified Communications (OUC).

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

2. Report Processing

a. All MPD arrest reports processed by DIA will also be processed by MPD Central Records.

3. Records Access

a. Members of DIA will have access to all MPD records which are necessary for DIA to fulfill its responsibilities for the event in which they are involved. However, this does not include access to records or documents created by or maintained by the MPD Office of Internal Affairs. Similarly, and when deemed necessary, records, unless classified national security information, will be available to members of the MPD in accordance with DIA's rules on disclosure of its information.

D. Arrests

1. Arrest Authority

a. Within the jurisdiction (defined in Part B of this agreement), DIA officers shall possess the same powers of arrest as the MPD officers, including the carrying of firearms, use of force, and making of arrests.

2. Arrest Procedures

The following procedures apply with respect to any arrest made by DIA officers pursuant to this agreement:

a. MPD shall provide to DIA:

- i. support services such as fingerprinting and photographing of detainees;**
- ii. detention and confinement facilities for all detainees;**

iii. detainee 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 detainees 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 prisoners arrested by officers of DIA, if the arrested person qualifies for release under the provisions of the Citation Release Program.

d. DIA officer who made the arrest will be listed as the arresting officer and will be responsible for all required reports.

3. Property and Evidence

a. MPD will retain and process all detainees' property resulting from arrest by DIA members.

b. MPD will provide services to DIA for crime scene searches, evidence collection and identification, chemical and narcotics testing. MPD will retain evidence for presentation in court.

c. As necessary, members of MPD will provide expert or supportive court testimony in court cases resulting from arrest by DIA officers.

E. Court Appearance

DIA 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 DIA officers to obtain from the Records and Identification Division such records necessary to prosecute cases in court. DIA officer will contact MPD Court Liaison if they encounter any problems obtaining records from the Identification and Records Division.

F. Investigations

1. DIA officers will take appropriate police action to preserve the crime scene until MPD responds. MPD (or other law enforcement agency that MPD designates) will take the lead in the investigation. If MPD asks DIA to take the lead in the investigation, DIA may decline to do so; in which case MPD will take the lead in the investigation.

a. DIA Police must notify the Office of Unified Communications (OUC) and MPD's Command Information Center (CIC) any time DIA Police take any enforcement action at a location other than at a DIA facility in the District of Columbia.

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

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

4. Uses of force investigations and investigations of complaints about DIA officers will be handled by DIA.

G. Warrants

Members of DIA must coordinate with MPD, and may not act unilaterally, when applying for or executing search or arrest warrants related to their authority that is conferred by this agreement.

H. Handling Juveniles

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

2. DIA is responsible for ensuring 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. DIA officers shall possess the same authority to enforce traffic and municipal regulations as do MPD officers.

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

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

J. Notification

The public information program established by the "Federal Law Enforcement Cooperation Act of 1999," see DC LAW 13-100, 47 DC Reg. 74 (2-11-2000), shall be supplemented as determined by MPD.

K. Liability & Immunity

1. MPD and DIA understand that this Agreement does not create or establish special relationships or third-party beneficiaries. Each agency retains its rights, privileges, immunities, and defenses provided under law, and there shall be no joint and severed liability for any action taken by either DIA or MPD pursuant to this Agreement. Furthermore, each agency is responsible for any and all

liabilities and costs that arise as a result of the actions of their respective police officers. Nothing in this agreement shall be construed to create an agency relationship between MPD and DIA.

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

L. Required Training

1. A DIA officer will be authorized to exercise authority in the jurisdiction pursuant to this Agreement only upon successful completion of the MPD Metropolitan Police Academy District of Columbia Code training (Part I) and the United States Attorney's Office (USAO) Legal Issues training (Part II). The MPD will maintain records and certify that the DIA officer 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. A DIA officer may not exercise authority under this Agreement until both Part I and Part II of required training discussed above is complete.

3. DIA officers may be required to complete additional training as part of their special deputation status from the United States Marshals Service.

M. Severability

1. If a provision of this Agreement is or becomes illegal, invalid, or unenforceable in any jurisdiction, that shall not affect:

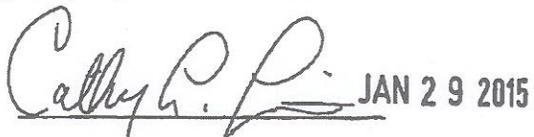
- a. The validity or enforceability in that jurisdiction of any other provision of this Agreement; or**
- b. The validity or enforceability in other jurisdictions of that or any other provision of this Agreement.**

N. Effective Date

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



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