

GENERAL AGREEMENT
By and Between
THE U.S. DEPARTMENT OF THE INTERIOR NATIONAL PARK SERVICE
SHENANDOAH NATIONAL PARK
And
THE COUNTY OF ALBEMARLE, VIRGINIA

Article I. BACKGROUND & OBJECTIVES

WHEREAS, pursuant to 54 U.S.C. 102701 the United States Department of the Interior National Park Service, hereinafter referred to as the NATIONAL PARK SERVICE, has the authority, jurisdiction, and responsibility to detect, investigate, and apprehend persons violating the criminal laws of the United States, and to provide law enforcement and emergency services within Shenandoah National Park; and

WHEREAS, Title 54 U.S.C. 102711 authorizes the NATIONAL PARK SERVICE to render emergency and other cooperative assistance to other agencies outside the boundaries of units of the NATIONAL PARK SERVICE; and

WHEREAS, the Chief of the Albemarle County Police Department, hereinafter referred to as the CHIEF, has the authority, jurisdiction, and responsibility to detect, investigate, and apprehend persons violating State Law, and provide law enforcement and emergency services for THE COUNTY OF ALBEMARLE, VIRGINIA, hereinafter referred to as ALBEMARLE COUNTY; and

WHEREAS, Title 54 U.S.C. 102701 authorizes the NATIONAL PARK SERVICE to designate officers of a State to act as NATIONAL PARK SERVICE special police officers in areas of the National Park System where supplemental law enforcement may be needed; and

WHEREAS, Title 16 U.S.C. 1a-6 authorizes the NATIONAL PARK SERVICE to designate officers of a State to act as NATIONAL PARK SERVICE special police officers in areas of the National Park System where supplemental law enforcement may be needed; and

WHEREAS, the Code of Virginia under Section 15.2-1728 authorizes mutual aid agreements in any case where exclusive jurisdiction over any property or territory has been granted by the Commonwealth to the United States government, or to a department or agency thereof, the governing body of any contiguous locality or the Division of Capitol Police may enter into a mutual aid agreement with the appropriate federal authorities to authorize police cooperation and assistance within such property or territory. Subject to the conditions of any such agreement, all police officers and agents of the contracting governing body or agency shall have the same powers, rights, benefits, privileges and immunities while acting in the performance of their duties on the property or territory under federal authority as are lawfully conferred upon them within their own jurisdictions; and

WHEREAS, pursuant to Section 19.2-12 of the Code of Virginia, special agents and law enforcement officers of the Department of the Interior are designated as Conservators of the Peace within the Commonwealth of Virginia while engaged in the performance of their official duties; and

WHEREAS, criminal activity on a regional, statewide, and national level affect the quality of life inside Shenandoah National Park; and

WHEREAS, the NATIONAL PARK SERVICE Park Rangers and Special Agents are sometimes called to investigate criminal violations that originate within the park but may lead to suspects, evidence and investigative leads outside the park boundary; and

WHEREAS, The CHIEF'S officers are sometimes called to investigate criminal violations that originate within Albemarle County but may lead to suspects, evidence, and investigative leads inside Shenandoah National Park; and

WHEREAS, both the NATIONAL PARK SERVICE and the CHIEF have personnel, equipment, and skills suited to the task of managing law enforcement incidents and providing emergency services in their respective areas; and

WHEREAS, by pooling the resources of the NATIONAL PARK SERVICE and the CHIEF in mutual assistance, the combined strengths and efforts of these two agencies will provide more extensive and effective law enforcement, emergency services, search and rescue efforts, and a safer working environment for officers of both agencies in such a manner that will coordinate best considering geographic, economic, population, and other factors influencing the needs of outlying communities.

NOW THEREFORE, the NATIONAL PARK SERVICE and ALBEMARLE COUNTY, enter into this Mutual Aid Agreement.

Article II. STATEMENT OF WORK

The NATIONAL PARK SERVICE and the CHIEF agree as follows:

(1) To ensure that each of the entities referred to above may enjoy effective and the most efficient law enforcement, investigations, and police protection, as well as emergency services (search and rescue, public assistance, and other emergency assistance) the NATIONAL PARK SERVICE and the CHIEF agree to assist each other in carrying out law enforcement activities and other emergency operations on properties which are normally the concern of the other, as resources and circumstances allow.

(2) The CHIEF agrees that in the event that law enforcement or emergency assistance (beyond routine incidents) is needed, any request for such mutual assistance will be placed with a supervisor. Follow up requests will be made with written communications in the form of teletype, email or fax. Absent a request, NPS may take action in an emergency situation as defined as follows:

AN EMERGENCY SHALL BE DEFINED AS THE FOLLOWING:

- a. The commission of a felony or serious misdemeanor which presents a direct threat to human life and/or safety;
- b. Officer "in trouble" (needing emergency assistance);
- c. Any incident resulting in a death;
- d. Assistance needed to preserve a crime scene;
- e. Serious injury and/or fatal motor vehicle accidents;

- f. Natural or man-made disasters, such as severe storms, floods, radiological emergencies, hazardous material incidents, train or aircraft accidents, fires, bomb threats, or other incidents involving injury or risk of injury to persons;
 - g. Incidents such as accidents, downed trees, and similar emergencies which block roadways and which require control or rerouting of traffic to prevent hazards to the public;
 - h. Search and/or rescue incidents involving missing, lost, stranded, or injured persons;
 - i. Emergency medical incidents where human life and/or safety is threatened due to injury or illness.
- (3) The NATIONAL PARK SERVICE agrees that in the event that law enforcement or emergency assistance (beyond routine incidents) is needed, any request for assistance will be placed with a supervisor. Follow up requests will be made with written communications in the form of teletype, email or fax.
- (4) Criminal investigations within Shenandoah National Park will be conducted by NATIONAL PARK SERVICE Park Rangers or Special Agents. Criminal investigations that occur outside Shenandoah National Park in Virginia will be conducted by the CHIEF or the appropriate state or local agency. The NATIONAL PARK SERVICE or the CHIEF may request mutual assistance on criminal investigations, in cases that have a relationship with both jurisdictions, or have events that have occurred in both jurisdictions.
- (5) Mutual assistance provided by and to each agency may include, but not be limited to, conducting interviews, surveillance, record checks, vehicle searches, K-9 use, sharing of informants and sensitive intelligence and case information, and assistance with arrests and warrant service.
- (6) Law enforcement or emergency incidents occurring within the county will be directed by the CHIEF of the Albemarle County Police Department, or his/her representative. Law enforcement or emergency incidents occurring within Shenandoah National Park will be directed by the Chief Ranger of Shenandoah National Park, or his/her representative.
- (7) The NATIONAL PARK SERVICE and the CHIEF agree not to comment to the media on incidents that occur in the other's jurisdiction. All media inquiries will be directed to the respective agency's information officer.
- (8) The NATIONAL PARK SERVICE and the CHIEF each agree to permit personnel from each agency's enforcement and emergency services to attend training sessions and to use training facilities on a space available basis.
- (9) The NATIONAL PARK SERVICE and the CHIEF each agree that members or employees of the assisting agency shall at no time be considered employees of the agency being assisted under any circumstances or be entitled to compensation from the

assisted agency, nor shall the employees of one agency be considered to be borrowed servants of the other agency.

10) The NATIONAL PARK SERVICE and the CHIEF agree to utilize the principles of the Incident Command System (ICS) to manage emergency responses and cross-jurisdictional investigations. The following ICS principles will be observed.

- a) The legal and policy requirements of each agency shall be observed
- b) Planning will occur cooperatively
- c) The incident should be structured such that supervisors of each agency have control of their employees and shall ensure compliance with their policies. They may withdraw their personnel if the situation requires.
- d) In complex incidents the agencies will either:
 - 1) Establish a Unified Command or
 - 2) The lead agency will ensure that an Agency Representative from the other agency is requested. An Agency Representative's duties are to advise the Incident Commander (or equivalent person) of the abilities and limitations of their personnel.
 - 3) Incident Plans will meet the media relations needs of both agencies

ARTICLE III - TERM OF AGREEMENT

This Agreement will remain in effect for five (5) years from the date of approval by ALBEMARLE COUNTY, and may be reaffirmed at the end of the five (5) year period by a reaffirmation memorandum.

ARTICLE IV - KEY OFFICIALS

The key official for the NPS shall be:

Chief Park Ranger
Shenandoah National Park
3655 Hwy 211 East
Luray, VA 22835

Telephone: (540) 999-3500 X 3401
Fax: (540) 999-3236

The key official for the County shall be:

Chief, Albemarle County Police Department
1600 5th Street, Suite D
Charlottesville, VA 22902
Telephone: (434) 296-5807

ARTICLE V –AGREEMENT REVIEW

The parties agree to confer on each anniversary date of this Agreement, or more often as necessary, to review the terms of this Agreement or other items of interest which will enhance their mutual cooperation.

ARTICLE VI – PROPERTY UTILIZATION

In rendering mutual assistance, each party shall be responsible for providing its own equipment, material, and supplies, except in emergency cases where it is mutually agreed that the sharing of use of equipment loaned or furnished by another party is necessary or proper.

ARTICLE VII – REPORTS

Nothing in this section shall purport to waive, limit, or remove confidentiality imposed or allowed by law in regard to any such reports or the content of the reports.

ARTICLE VIII – FINANCE AND BUDGET

No special or separate financial arrangements are made under this agreement. Each entity represented shall provide for its own financing and budget to cover the anticipated requirements of this Agreement, unless agreed to prior to a specific incident.

ARTICLE IX – ORGANIZATION

No separate legal entity shall be created by this Agreement.

ARTICLE X – GENERAL PROVISIONS

A. No member or delegate to Congress, or resident commissioner shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

B. As a result of the activities authorized hereunder, NATIONAL PARK SERVICE Park Rangers shall not under any circumstances be considered employees, agents or “borrowed servants” of the CHIEF or ALBEMARLE COUNTY. Under no circumstances shall the CHIEF’S employees be considered Federal employees, agents or “borrowed servants” of the NATIONAL PARK SERVICE; nor shall employees of either party receive or be entitled to any compensation or benefits from the other party for any service performed under the terms of this Agreement. NATIONAL PARK SERVICE Park Rangers will be subject to the policies, regulations and laws of the federal government while rendering emergency law enforcement assistance and will conform to state and local procedures where there is no contradiction of federal policy, regulation or law.

C. This Agreement and the obligations of the NATIONAL PARK SERVICE and the CHIEF hereunder are subject to the availability of funds and resources, and nothing contained herein shall be construed as binding The DEPARTMENT OF THE INTERIOR (the “DOI”) to expend in any fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purposes of this Agreement for that fiscal year or as involving the DOI in any

contract or other obligation for the further expenditure of money in excess of such appropriations or allocations, or as obliging ALBEMARLE COUNTY to expend funds, other than as may be lawfully appropriated. Participation in this Agreement in no way obligates the NATIONAL PARK SERVICE to obligate and/or provide any funding to successfully implement the terms or conditions herein contained. The cost of furnishing services shall be borne by the agency furnishing the services and no claims for reimbursement shall be made upon the other.

D. Nothing contained herein shall be construed to be a waiver of any immunity against suit or as a limitation on the rights of the parties to assert any otherwise available defense, nor shall anything contained herein be construed as creating any third party beneficiary rights.

E. Each of the parties shall waive any and all claims against the other party hereto that may arise out of activities undertaken pursuant to this Agreement. Each party shall be responsible for administration of any claims or legal actions arising from the conduct of its own personnel pursuant to this Agreement, including the expense of investigation and/or defense of any such claim or legal actions, including, but not limited to, judgments, settlements, attorney and expert witness fees.

F. NATIONAL PARK SERVICE Park Rangers and the CHIEF'S OFFICERS will identify themselves by their credentials.

G. NATIONAL PARK SERVICE Park Rangers will wear only the official NPS uniform or, if required and approved by the Chief Ranger or designee, plain clothes.

H. At all times while rendering emergency law enforcement assistance NATIONAL PARK SERVICE Park Rangers shall remain under the authority and control of NATIONAL PARK SERVICE Supervisors.

I. At all times while rendering emergency law enforcement assistance the CHIEF'S OFFICERS shall remain under the authority and control of the CHIEF'S OFFICERS' Supervisors.

J. NATIONAL PARK SERVICE Park Rangers will be subject to the policy, regulations, and law of the federal government while rendering emergency law enforcement assistance and will conform to state and local procedures where there is no contradiction of federal policy, regulation, or law.

K. This Agreement may be amended only by mutual agreement of the parties. The Agreement may be terminated by mutual agreement or by either party upon sixty (60) days notice in writing to the other party.

ARTICLE XI – ASSEST FORFEITURE

The Shenandoah National Park Chief Ranger or their designee and the Albemarle County Police Department shall work toward establishing a fair and equitable agreement in individual case forfeiture. The NATIONAL PARK SERVICE and the Albemarle County Police Department will comply as provided by applicable federal and state law for the equitable sharing of federally forfeited property for state and local law enforcement agencies.

ARTICLE XII – APPROVALS OF SUPERINTENDENT,
SHENANDOAH NATIONAL PARK – FILING

This General Agreement must be submitted to and meet the approval of the Superintendent, Shenandoah National Park. The agreement shall be filed in the Chief Ranger's Office, Shenandoah National Park.

ARTICLE XIII – APPROVALS OF THE ALBEMARLE COUNTY POLICE

As a condition precedent to this Agreement becoming effective, this Agreement must be submitted to and receive the approval of the Albemarle County Board of Supervisors. When the Albemarle County Board of Supervisors approves this Agreement, the Agreement shall be filed with the Chief's Office.

THE U.S. DEPARTMENT OF THE INTERIOR NATIONAL PARK SERVICE

By: _____

James G. Northup, Superintendent
Shenandoah National Park

Date_____

THE COUNTY OF ALBEMARLE, VIRGINIA

By: _____

Thomas C. Foley
County Executive

Date_____