

**Memorandum of Understanding
Between
The Sheriff of Stafford County, Virginia
and
The Aquia Harbour Police Department
2025**

Introduction, Purpose, Recitals

This Memorandum of Understanding (MOU) is made between the Sheriff of Stafford County, Virginia (Sheriff) and the Aquia Harbour Police Department (AHPD) and shall take effect upon execution by all parties herein named.

This MOU will replace any and all agreements previously executed upon its full execution by all parties named herein.

The purpose of the MOU is to facilitate cooperation, define expectations, identify the provision or sharing of resources, and ensure effective law enforcement efforts in Stafford County, Virginia as provided by the Sheriff and AHPD. Furthermore, this MOU addresses duties and the responsibilities of the AHPD and Sheriff in the conduct of criminal investigations as required by Virginia Code Section 9.1-101.

This MOU recognizes the authority of the Sheriff as the primary law enforcement officer, and the Sheriff's Office as the primary law enforcement agency, of Stafford County. It further recognizes the authority of the AHPD to provide law enforcement services within its geographic jurisdiction in cooperation with the Sheriff. The Sheriff claims and retains all of his statutory and common-law powers, authority, and responsibilities in Stafford County, including the geographic area of Stafford County known as Aquia Harbour. The AHPD claims and retains all powers, authorities and responsibilities as authorized by the Virginia Code as a Private Police Department, meeting all of the qualifications as required by law, within the boundaries of the Aquia Harbour subdivision and contiguous properties as authorized herein by the Sheriff.

This MOU establishes a commitment among the parties to cooperate with each other in the enforcement of criminal and traffic laws within the geographic areas where concurrent jurisdiction exist, and in other subject areas as identified within this MOU.

Jurisdiction

As authorized by Virginia Code Section 9.1-101, in addition to the geographical boundaries of the Aquia Harbour Subdivision, the Sheriff grants the AHPD law enforcement authority on the specific properties contiguous to the Aquia Harbor Subdivision, as identified on the map attached to this MOU as Exhibit A. These properties are generally known as the Aquia Town Center, Aquia Church, Aquia Creek, and Government Island. Authorization of law enforcement authority to the properties identified as Aquia Town Center and Aquia Creek are granted for the purpose of providing the ability to the AHPD to provide assistance to the Sheriff's Office in an emergency or other situation when requested. Routine patrol of those properties is not required nor expected.

Records Management, Reporting and Crime Statistics

The AHPD will maintain organizational, law enforcement and crime records as required by Virginia law and will make them available to the Sheriff upon request. In addition, the AHPD will provide reports to the Sheriff as provided in this MOU.

In joint operations, Incident Based Reporting (IBR) shall be the responsibility of the Sheriff's Office. (This does not substitute for internal reports required by AHPD or Virginia Law). In all cases in which AHPD are sole responders, the responsibility for IBR will rest with the AHPD and shall conform to the Sheriff's General Order-407. AHPD will submit paper copies of the Sheriff's Office IBR report for data entry to the Sheriff's Office Administrative Services Division, within 16 hours of the incident. The AHPD will use the Sheriff's ORI for incident reporting purposes. This data will be included in the data provided to the Virginia State Crime Report and for investigative follow-up where appropriate.

The Sheriff's Office is the custodian of the records submitted to it in accordance with this MOU, including criminal incident reporting, and evidence records and materials. Request for records of which the Sheriff's Office is the custodian of the record will be forwarded to the Sheriff's Office for disposition. All Virginia Freedom of Information Act (FOIA) requests to the AHPD that might result in the dissemination of information or records housed in, or in the custody of, the Sheriff's Office shall be coordinated with the Sheriff's Office custodian of the record. The Sheriff's Office retains responsibility for the release of all public information based on its responsibilities, as addressed in this MOU.

Radio and Computer Aided Dispatch Access

The Sheriff authorizes the AHPD to have access to specific radio talk groups, owned by the County and controlled by the Sheriff, for the purpose of law enforcement and public safety coordination. A record of the current talk groups authorized by the Sheriff will be on file in the Emergency Communications Center (ECC).

When units from both the Sheriff's Office and the AHPD are responding to, or operating on, the scene of an incident, AHPD agrees to operate on the Sheriff's Office assigned talk group for coordination and safety functions (assigned at time of incident).

The units will have authorized talk groups programed into the electronics. Damage and/or loss of the units are the responsibility of the AHPD, and the cost of repair or replacement will be the financial responsibility of the AHPD. The AHPD will reimburse the Sheriff's Office for frequency and equipment utilization based on an annual fee. The fee will be reviewed and agreed upon annually by the parties and memorialized in writing. Records of the current units assigned to the AHPD and the agreed upon fees will be on file in ECC.

The AHPD access to Computer Aided Dispatch (CAD) information will be authorized on a limited basis. The AHPD will have access to CAD information for calls for service or incidents AHPD officers have been assigned to, or responded to, for law enforcement services.

911 Dispatch Service

The Sheriff will provide 911 dispatch to AHPD units. In addition, if the Sheriff's ECC receives non-emergency communication via phone or cellphone, the message will be relayed to the on duty AHPD officer. This will reduce confusion in an emergency situation and allow for quick efficient dispatch and coordination of units.

VCIN Access and Sharing of Law Enforcement Information

The AHPD will enter into a Virginia Criminal Information Network (VCIN)/National Crime Information Center (NCIC) Non-Terminal Agency User Agreement with the Sheriff and Virginia

State Police. The contents of that agreement will regulate the exchange of VCIN/NCIC information and administrative activities including Computerized Criminal History for both criminal and employment purposes.

Equipment, Public Safety Building Access, Evidence

AHPD officers will be granted access to specific areas of the Ford T. Humphrey Building, by electronic pass, for the purpose of coordinating law enforcement activities, processing evidence, using LiveScan, and processing arrestees using the breathalyzer machine. Evidence processing materials, the LiveScan and the breathalyzer, under the control of the Sheriff and housed at the Ford T. Humphrey Building, may be used by trained and qualified officers employed by the AHPD for law enforcement purposes.

The AHPD will follow Sheriff's General Order-410 in reference to packaging, handling and submitting criminal evidence for storage and/or processing.

The Sheriff's Office will function as the local agency repository for criminal evidence and administrative oversight of criminal evidence. Furthermore, the Sheriff's Office will function as the local agency repository for arrest record information of known fingerprints and booking photographs, and provide regulatory and administrative oversight of the combined arrest record information repository. The Sheriff will provide, upon request, the AHPD with access to stored fingerprints, arrest photographs and related information for law enforcement purposes.

The Sheriff's Office will facilitate participation in the Virginia State Police Livescan Project, and function as the local agency administrator for both the Sheriff's Office and the AHPD.

All criminal evidence and arrest record information will be maintained in accordance with applicable laws and shall not be disseminated to any party not included in this MOU without express prior written permission from the Sheriff or his/her designee.

The Sheriff's Office will supply proper evidence and report processing packaging and forms, as mentioned above, for use by the AHPD officers; however, all other operating supplies for use by the AHPD officers shall remain the responsibility of the AHPD. Emergency provisions of supplies may be authorized by the Sheriff's Office supervisor on duty under unusual and infrequent circumstances.

Law Enforcement Operations and Criminal Investigations

The parties agree that the following incidents shall be the responsibility of the Sheriff, his/her designee, or the Sheriff's Office to investigate:

- 1.) missing adults and juveniles;
- 2.) death investigations, including suicides, suspicious deaths, and homicides;
- 3.) runaway juveniles;
- 4.) abduction;
- 5.) suspected or actual gang activity;
- 6.) felonious assault;
- 7.) robbery;
- 8.) rape, attempted rape, and sodomy;
- 9.) felony narcotics violations;
- 10.) crimes against children (physical and sexual abuse);
- 11.) serious or fatal accidents;
- 12.) burglary;
- 13.) stolen/recovered vehicles; and
- 14.) fatal or serious injury traffic crashes.

In the case of incidents or crimes not identified above, follow-up and investigative responsibility will be determined on a case by case basis.

In all incidents identified above, the AHPD officer on duty will respond if available, take any lifesaving actions, and control and secure the scene until the arrival of the Sheriff's designated responder (Sheriff's deputy). Furthermore, the AHPD officer will notify the Sheriff's Office of any of the incidents noted above upon arrival on the scene of an incident, unless the notification has been previously completed. Notification to the Sheriff's ECC of the incident will be considered notification for the purpose of this provision.

If there is any doubt if the Sheriff's Office or the AHPD is responsible for primary investigation, the determination will be made by the Sheriff's Field Supervisor. This does not preclude the AHPD officer from taking action, including arresting the offender, in cases where the officer witnesses an offense in progress (i.e.; drugs, felonious assaults, assault on an LEO, etc.).

A Sheriff's Field Supervisor has the authority to authorize the AHPD to take primary responsibility for any call for service, as deemed necessary by the Sheriff's Field Supervisor.

This section does not prohibit the Sheriff or the Field Supervisor from assuming supervision of any criminal incident (felony or misdemeanor) or investigation within the boundaries of the AHPD's jurisdiction.

Animal Control

The Sheriff's Animal Control Division maintains responsibility and authority for animal control issues and regulations within all boundaries of the County, including Aquia Harbour and any other geographical areas which the AHPD has law enforcement authority. The AHPD is expected to call for animal control assistance when needed. In cases where there are questions as to the need for an Animal Control Officer, the AHPD should contact animal control and consult with the duty officer. When an AHPD officer responds to an animal control complaint, the officer will insure the complaint/incident is documented in the CAD system for the purpose of informing animal control of the event and to provide for any necessary follow-up.

In emergencies, the AHPD officer should take action to protect life and property until the arrival of the Sheriff's Animal Control Officers.

Noise complaints dealing with noise originating from or caused by an animal and enforceable under the Noise Ordinance, are not considered animal issues requiring a Sheriff's Animal Control Officer, unless it is a vicious animal or requires the seizing of the animal.

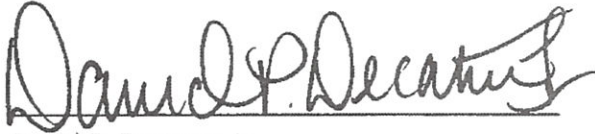
General Conditions

The AHPD officer will not, upon his/her own accord, enforce any Virginia law or engage in law enforcement operations outside of the AHPD's geographical jurisdiction, as defined by law and this MOU, unless specifically requested by the Sheriff's Office under the authority of an appropriately executed mutual aid agreement.

In the event of the lawful and proper forfeiture or seizure of assets within Stafford County (inclusive of Aquia Harbour), those assets become the property of the Sheriff in accordance with Virginia law.

This MOU may be modified, at any time, in writing, executed by both parties hereto. Any addendums or amendments to this MOU shall be kept with the original MOU.

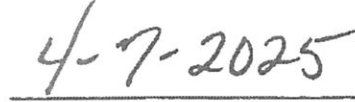
This MOU is effective upon signature of both parties and remains in effect, including all modifications, while signatories remain in office.



David P. Decatur, Jr.

Sheriff

Stafford County, Virginia



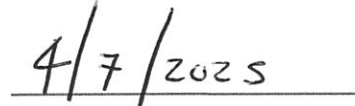
Date



Bryan Cameron

Chief of Police

Aquia Harbour Police Department



Date