

MEMORANDUM OF UNDERSTANDING

Between

NATIONAL PARK SERVICE

and

BOROUGH OF GETTYSBURG

Article I. Background and Objectives

WHEREAS, the officials of the above governmental bodies have a genuine interest in safe communities and recognize the continued need to develop a better working relationship with neighboring law enforcement agencies through cooperative assistance agreements; and

WHEREAS, the above governmental bodies recognize the unique geographical relationships created by the park's size and boundaries and the potential for emergency or law enforcement incidents to escalate into or overlap jurisdictional lines; and

WHEREAS, the aforementioned governmental bodies have determined that the provision of specified law enforcement aid across jurisdictional lines will increase their mutual ability to preserve the safety and welfare of law enforcement personnel and all citizens; and

WHEREAS, these same public officials desire to document existing, traditional, cooperative assistance or verbal agreements; and

WHEREAS, cooperation between the above governmental bodies in the exercise and performance of their governmental powers, duties and functions is authorized in Pennsylvania by Act 180 of the General Assembly, 1972, July 12 (Appendix); and is granted to the National Park Service by the United States Congress, 16 U.S.C., Section 1b1, 462(e), and 464 (Appendix); and is encouraged by the Omnibus Crime Bill of 1968; and

WHEREAS, the State of Pennsylvania has retained concurrent jurisdiction over the land within the park as specified in the laws of Pennsylvania, Act 113, 1889 (Appendix); and

WHEREAS, the Pennsylvania Crimes Code has been assimilated by the United States of America for areas within Federal Jurisdiction as specified in Title 18 U.S.C. 13 (Appendix); and

WHEREAS, no new formal organizational structure, administrative or otherwise, is necessary to implement this Agreement and the functional purposes hereof are implemented through the operational procedures set forth herein; and

WHEREAS, no direct financing is required by this Agreement; and

WHEREAS, no property, real or personal, shall be acquired, managed or disposed of pursuant hereto.

NOW THEREFORE, the parties hereto, in consideration of the cooperative provisions and conditions herein contained, promise and agree with each other as follows.

Article II. Statements of Work

1. The parties of this Agreement will reciprocally provide emergency assistance and backup necessary to insure an officer's safety as requested by the law enforcement agency of the other provided the request is within the responding law enforcement agency's physical capabilities. Requests must be initiated by authorized personnel of the requesting agency directly to authorized personnel of the responding agency via radio, telephone, or person-to-person.

2. The requesting agency will be in charge of the incident scene. Responding units will render only specifically requested assistance.

3. In areas of concurrent jurisdiction, it will be mutually determined by participating personnel of each agency who processes any arrests or other legal actions arising from the incident.

4. Each law enforcement agency will normally have sole responsibility for traffic direction and control within its own jurisdiction. However, when an emergency need arises in either agency's jurisdiction, the responding agency, within its capabilities, will assist the requesting agency in providing traffic direction and control.

5. In areas where violations occur over which the correspondent has no jurisdiction, the case will be handled by the National Park Service or appropriate Federal Agency. Otherwise, when requested each party's law enforcement agency, within its capabilities, shall assist the other. Requests for assistance shall be made in the manner herein before provided.

6. For violations occurring within the Park over which the parties exercise concurrent jurisdiction, the following actions will take place:

A. The first law enforcement enforcement agency on the scene will secure the incident scene and if assistance is needed, will immediately notify such agency of the other party hereto.

B. Both law enforcement agencies will mutually agree on who will investigate and/or prosecute.

C. If the Service prosecutes under the provisions of the Assimilative Crimes Act, the case will be filed in a Federal Court.

D. If the Correspondent prosecutes under State Statute the case will be filed in a State Court.

7. Each law enforcement agency will normally have sole responsibility for investigation of motor vehicle accidents occurring within its own jurisdiction.

8. Upon request of a Service Law Enforcement Officer, the Gettysburg Borough Police will, if a trained officer is available, administer breathalyzer tests for the purpose of determining sobriety. If necessary, Gettysburg Borough personnel administering the test will appear as witnesses in Federal Court so long as all of the expenses of so doing are paid by the Service.

Article III. Term of Agreement

This Agreement will remain in effect for five (5) years unless either party gives to the other, sixty (60) days written notice prior to withdrawal. Renegotiation or revision of this Agreement may be requested by either participant at any time and negotiations will thereupon begin within fifteen (15) days thereafter. Revisions or a satisfactory resolution must be completed within seventy-five (75) days of the initial request or this Agreement shall be void.

Each party will be responsible for damages or loss resulting from the actions of its own personnel when rendering emergency or routine assistance and each shall indemnify and save harmless the other from all liability therefor including legal fees and expenses.

Each party will be responsible for all legal actions arising from the improper or alleged improper conduct of its own personnel and each shall indemnify and save harmless the other from all liability therefor including legal fees and expenses.

Article IV. Key Officials

The key operations officials are: for Gettysburg National Military Park, the Chief, Division of Resources Management and Visitor Protection or acting designee, and for the Borough of Gettysburg, the Chief of Police or acting designee.

Article V. Property Utilization

The law enforcement agency of each party will maintain its own personnel and equipment and, except as provided in Paragraph 8 hereof, each will be responsible for all costs for emergency or routine assistance it incurs as a result of the incident.

Article VI. Required Clauses

During the performance of this agreement, the participants agree to abide by the terms of Executive Order 11246 on non-discrimination and will not discriminate against any person because of race, color, religion, sex or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex or national origin.

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.

The parties hereto have caused this Memorandum of Understanding to be executed on the 11th day of July, 1988.

Gettysburg National Military Park
National Park Service
United States Department of Interior

By: Allen A. Carroll
Superintendent

ATTEST:

Harold A. Dillman
Secretary

BOROUGH OF GETTYSBURG

By: Harry Stokes
President