

RESOLUTION NO. 052410-3

WHEREAS, the Borough of Gettysburg, a municipal corporation organized under the laws of the Commonwealth of Pennsylvania, provides police protection and services to its citizens and visitors through its police force; and

WHEREAS the United States Park Police and commissioned National Park Service Law Enforcement Rangers are charged with law enforcement authority on land owned by the National Park Service and, in particular, the Gettysburg National Military Park which adjoins and is partially within the Borough of Gettysburg; and

WHEREAS, 16 U.S.C. §1b(1) authorizes the rendering of emergency cooperative assistance to nearby law enforcement agencies for related purposes outside the National Park System; and

WHEREAS, 53 P.S. §46121 authorizes the mayor of any borough to appoint persons as "special policemen" during an emergency in which the safety and welfare of the borough and the public is endangered; and

WHEREAS, 53 P.S. §46121 further authorizes that a borough may appoint "auxiliary policemen" as provided by general law; and

WHEREAS, auxiliary policemen and special policemen shall have the same powers as regular police officers of the municipality in which they are serving and shall perform other duties as may be assigned to them by the chief of police; and


WHEREAS, the June 19, 2010 Aryan Nations NE rally and counter demonstrations at Gettysburg National Military Park are of special concern with regard to security of persons within the Gettysburg National Military Park and with regard to the health, safety and welfare of persons within the Borough of Gettysburg; and

WHEREAS, the Borough Council of the Borough of Gettysburg desires to enter into a Memorandum of Agreement substantially in the form attached hereto as Exhibit "A" for the purposes of appointing and activating auxiliary police and special policemen (should such action become necessary) from qualified personnel of the United States Park Police and the National Park Service Law Enforcement Rangers under the terms and conditions of the said Memorandum of Agreement.

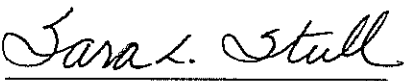
RESOLVED, that John D. Butterfield, President of Borough Council be authorized to execute and deliver the Memorandum of Agreement on behalf of the Borough of Gettysburg substantially in the form attached hereto as Exhibit "A" to the United States Park Police and the National Park Service, Gettysburg National Military Park.

THIS RESOLUTION is duly adopted according to law on this 24th day of May, 2010 at a duly advertised regular meeting of the Borough Council of the Borough of Gettysburg.

BOROUGH OF GETTYSBURG

By: 
John D. Butterfield
President of Borough Council

Attest:

By: 
Sara L. Stull, Secretary

APPROVED this 24th day of May, 2010.

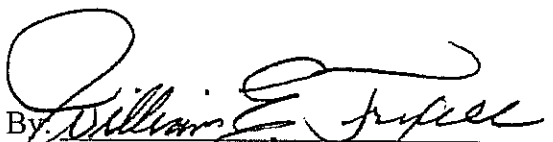
By: 
William E. Troxell, Mayor

Exhibit "A"

MEMORANDUM OF AGREEMENT
BETWEEN
BOROUGH OF GETTYSBURG
AND THE
UNITED STATES PARK POLICE (USPP)
AND
GETTYSBURG NATIONAL MILITARY PARK (GNMP)

Agreement made this ____ day of June 2010 by Borough of Gettysburg Police Department and the United States Park Police and Gettysburg National Military Park.

WITNESSETH:

WHEREAS, 16 U.S.C. §1a-6(b) provides that the United States Park Police and commissioned National Park Service Law Enforcement Rangers, hereafter known as the Force/NPS LE, have law enforcement authority within the National Park System, and

WHEREAS, 16 U.S.C. §1b(1) authorizes the rendering of emergency cooperative assistance to nearby law enforcement agencies for related purposes outside the National Park System; and

WHEREAS, 53 P.S §46121 authorizes the mayor of any borough to appoint persons as “special policemen” during an emergency in which the safety and welfare of the borough and the public is endangered; and

WHEREAS, 53 P.S §46121 further authorizes that a borough may appoint “auxiliary policeman” as provided by general law, and

WHEREAS, 53 P.S §734 authorizes that the burgess (mayor) may call auxiliary police to active duty during any period of distress, disaster or emergency; and

WHEREAS, 53 P.S §732 authorizes the chief of police of any municipality (borough) to nominate persons as auxiliary policeman who have satisfactorily completed such training as the chief of police may prescribe; and

WHEREAS, 53 P.S §735 provides that auxiliary policeman (and special policeman by implication) shall have the same powers as regular police officers of the municipality (borough) in which they are serving and shall perform other duties as may be assigned them by the chief of police; and

WHEREAS, on June 19, 2010 the Aryan Nations NE rally and counter demonstrations at Gettysburg National Military Park are of special concern in regards to security issues for the Borough of Gettysburg, the Borough would like to be able to have the Force/NPS LE respond to law enforcement distress or emergencies related to Aryan Nations NE or counter- demonstration activities that may occur in the Borough, off NPS property on that date.

NOW THEREFORE, in consideration of the mutual rights and obligations herein, the parties agree to the following:

1. The Chief Ranger of GNMP will provide a list of Force/NPS LE personnel available for appointment as "auxiliary policemen" to the Chief of Police for the Borough of Gettysburg no later than Monday, June 14, 2010. All members of this list will have completed, at a minimum, the Basic Police School at the Federal Law Enforcement Training Center in Glynco, Georgia.
2. The Chief of Police for the Borough of Gettysburg will nominate the members of this list as "auxiliary policemen" and the Mayor of the Borough of Gettysburg will appoint them as such on the morning of June 19, 2010.
3. Pursuant to 53 P.S Section(s) §732-35, once sworn in and when called to active duty by the Mayor of the Borough of Gettysburg in time of distress or emergency, these Force/NPS LE members will have the same powers as a regular policeman in the Borough of Gettysburg for the duration of the activation.
4. When the Mayor of the Borough of Gettysburg determines it appropriate to activate the members on the list and the Chief of Police calls for assistance, the Force/NPS LE will respond. The number of Force/NPS LE officers available to respond to distress or emergencies in the Borough of Gettysburg under this MOU will be dictated by the amount of activity related to the Aryan Nations NE rally and counter-demonstrations occurring in GNMP at the time the request is made. The final decision on how many officers to send rests with the Officer-in-charge of the Force/NPS LE Force.
5. The on-scene commanding officer for the Gettysburg Police Department shall be in command of all officers, including all Force/NPS LE while they are rendering emergency law enforcement assistance to the Borough, provided that the on-scene commander shall exercise command and direction of the Force/NPS LE officers only through the highest ranking Force/NPS LE officers present at the scene who shall be identified by the GMNP Chief Ranger. At all times while rendering emergency law enforcement assistance Force/NPS LE officers shall remain under the authority and control of Force/NPS LE supervisors.
6. Police reports prepared by Force/NPS LE or Gettysburg Police Department officers, concerning incidents that occurred during any activation under this agreement, shall be made available to the other agency on request in accordance with applicable laws.
7. Force/NPS LE will wear only the official USPP/NPS uniform or, if required and approved by the USPP OIC/Chief Ranger or designee, plain clothes.
8. Emergency law enforcement assistance shall only be provided by "on-duty" Force/NPS LE officers.
9. Force/NPS LE officers 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.

10. 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.
11. This agreement is subject to the availability of funds. Nothing shall be construed as binding the NPS to expend in any one 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 NPS in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.
12. Each of the parties shall waive any and all claims against the other party hereto that may arise out of the 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 claims or legal actions, including but not limited to judgments, settlements, attorney and expert witness fees.
13. As a result of this Agreement, Force/NPS LE officers shall not under any circumstances be entitled to any compensation from or be considered to be employees, agents or "borrowed servants" of the Gettysburg Police Department nor shall Gettysburg Police Department officers be entitled to any compensation from or be considered to be employees, agents or "borrowed servants" of the United States of America or the NPS.
14. The Agreement may be amended only by mutual agreement of the parties. The Agreement may be terminated by mutual agreement or by either party upon ten (10) days notice in writing to the other party.
15. This agreement shall be effective on 19 June 2010 and shall remain in effect until 26 June 2010.

For United States Park Police

By _____
 Salvatore R. Lauro, Chief
 United States Park Police

 Date

For Gettysburg National Military Park

By _____
 Bob Kirby, Superintendent
 Gettysburg National Military Park

 Date

Borough of Gettysburg

By John Butterfield
 Mr. John Butterfield, President
 Gettysburg Borough Council

29 May 10
 Date

MEMORANDUM OF AGREEMENT
BETWEEN
BOROUGH OF GETTYSBURG
AND THE
UNITED STATES PARK POLICE (USPP)
AND
GETTYSBURG NATIONAL MILITARY PARK (GNMP)

Agreement made this 11th day of June 2010 by Borough of Gettysburg Police Department and the United States Park Police and Gettysburg National Military Park.

WITNESSETH:

WHEREAS, 16 U.S.C. §1a-6(b) provides that the United States Park Police and commissioned National Park Service Law Enforcement Rangers, hereafter known as the Force/NPS LE, have law enforcement authority within the National Park System, and

WHEREAS, 16 U.S.C. §1b(1) authorizes the rendering of emergency cooperative assistance to nearby law enforcement agencies for related purposes outside the National Park System; and

WHEREAS, 53 P.S §46121 authorizes the mayor of any borough to appoint persons as "special policemen" during an emergency in which the safety and welfare of the borough and the public is endangered; and

WHEREAS, 53 P.S §46121 further authorizes that a borough may appoint "auxiliary policeman" as provided by general law, and

WHEREAS, 53 P.S §734 authorizes that the burgess (mayor) may call auxiliary police to active duty during any period of distress, disaster or emergency; and

WHEREAS, 53 P.S §732 authorizes the chief of police of any municipality (borough) to nominate persons as auxiliary policeman who have satisfactorily completed such training as the chief of police may prescribe; and

WHEREAS, 53 P.S §735 provides that auxiliary policeman (and special policeman by implication) shall have the same powers as regular police officers of the municipality (borough) in which they are serving and shall perform other duties as may be assigned them by the chief of police; and

WHEREAS, on June 19, 2010 the Aryan Nations NE rally and counter demonstrations at Gettysburg National Military Park are of special concern in regards to security issues for the Borough of Gettysburg, the Borough would like to be able to have the Force/NPS LE respond to law enforcement distress or emergencies related to Aryan Nations NE or counter- demonstration activities that may occur in the Borough, off NPS property on that date.

NOW THEREFORE, in consideration of the mutual rights and obligations herein, the parties agree to the following:

1. The Chief Ranger of GNMP will provide a list of Force/NPS LE personnel available for appointment as "auxiliary policemen" to the Chief of Police for the Borough of Gettysburg no later than Monday, June 14, 2010. All members of this list will have completed, at a minimum, the Basic Police School at the Federal Law Enforcement Training Center in Glynco, Georgia.
2. The Chief of Police for the Borough of Gettysburg will nominate the members of this list as "auxiliary policemen" and the Mayor of the Borough of Gettysburg will appoint them as such, including swearing in of same on the morning of June 19, 2010.
3. Pursuant to 53 P.S Section(s) §732-35, once sworn in and when called to active duty by the Mayor of the Borough of Gettysburg in time of distress or emergency, these Force/NPS LE members will have the same powers as a regular policeman in the Borough of Gettysburg for the duration of the activation.
4. When the Mayor of the Borough of Gettysburg determines it appropriate to activate the members on the list and the Chief of Police calls for assistance, the Force/NPS LE will respond. The number of Force/NPS LE officers available to respond to distress or emergencies in the Borough of Gettysburg under this MOU will be dictated by the amount of activity related to the Aryan Nations NE rally and counter-demonstrations occurring in GNMP at the time the request is made. The final decision on how many officers to send rests with the Officer-in-charge of the Force/NPS LE Force.
5. The on-scene commanding officer for the Gettysburg Police Department shall be in command of all officers, including all Force/NPS LE while they are rendering emergency law enforcement assistance to the Borough, provided that the on-scene commander shall exercise command and direction of the Force/NPS LE officers only through the highest ranking Force/NPS LE officers present at the scene who shall be identified by the GMNP Chief Ranger. At all times while rendering emergency law enforcement assistance Force/NPS LE officers shall remain under the authority and control of Force/NPS LE supervisors.
6. Police reports prepared by Force/NPS LE or Gettysburg Police Department officers, concerning incidents that occurred during any activation under this agreement, shall be made available to the other agency on request in accordance with applicable laws.
7. Force/NPS LE will wear only the official USPP/NPS uniform or, if required and approved by the USPP OIC/Chief Ranger or designee, plain clothes.
8. Emergency law enforcement assistance shall only be provided by "on-duty" Force/NPS LE officers.
9. Force/NPS LE officers 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.

10. 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.
11. This agreement is subject to the availability of funds. Nothing shall be construed as binding the NPS to expend in any one 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 NPS in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.
12. Each of the parties shall waive any and all claims against the other party hereto that may arise out of the 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 claims or legal actions, including but not limited to judgments, settlements, attorney and expert witness fees.
13. As a result of this Agreement, Force/NPS LE officers shall not under any circumstances be entitled to any compensation from or be considered to be employees, agents or "borrowed servants" of the Gettysburg Police Department nor shall Gettysburg Police Department officers be entitled to any compensation from or be considered to be employees, agents or "borrowed servants" of the United States of America or the NPS.
14. The Agreement may be amended only by mutual agreement of the parties. The Agreement may be terminated by mutual agreement or by either party upon ten (10) days notice in writing to the other party.
15. This agreement shall be effective on 19 June 2010 and shall remain in effect until 26 June 2010.

For United States Park Police

By Deputy Chief Kevin C. Laurio
 Salvatore R. Laurio, Chief for
 United States Park Police

6-11-10
 Date

For Gettysburg National Military Park

By Bob Kirby
 Bob Kirby, Superintendent
 Gettysburg National Military Park

5/27/10
 Date

Borough of Gettysburg

By John Butterfield
 Mr. John Butterfield, President
 Gettysburg Borough Council

24 MAY 10
 Date

MEMORANDUM OF AGREEMENT
BETWEEN
BOROUGH OF GETTYSBURG
AND THE
UNITED STATES PARK POLICE (USPP)
AND
GETTYSBURG NATIONAL MILITARY PARK (GNMP)

Agreement made this 14th day of June 2010 by Borough of Gettysburg Police Department and the United States Park Police and Gettysburg National Military Park.

WITNESSETH:

WHEREAS, 16 U.S.C. §1a-6(b) provides that the United States Park Police and commissioned National Park Service Law Enforcement Rangers, hereafter known as the Force/NPS LE, have law enforcement authority within the National Park System, and

WHEREAS, 16 U.S.C. §1b(1) authorizes the rendering of emergency cooperative assistance to nearby law enforcement agencies for related purposes outside the National Park System; and

WHEREAS, 53 P.S. §46121 authorizes the mayor of any borough to appoint persons as "special policemen" during an emergency in which the safety and welfare of the borough and the public is endangered; and

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NOW THEREFORE, in consideration of the mutual rights and obligations herein, the parties agree to the following:

1. The Chief Ranger of GNMP will provide a list of Force/NPS LE personnel available for appointment as "auxiliary policemen" to the Chief of Police for the Borough of Gettysburg no later than Monday, June 14, 2010. All members of this list will have completed, at a minimum, the Basic Police School at the Federal Law Enforcement Training Center in Glynco, Georgia.
2. The Chief of Police for the Borough of Gettysburg will nominate the members of this list as "auxiliary policemen" and the Mayor of the Borough of Gettysburg will appoint them as such, including swearing in of same on the morning of June 19, 2010.
3. Pursuant to 53 P.S Section(s) §732-35, once sworn in and when called to active duty by the Mayor of the Borough of Gettysburg in time of distress or emergency, these Force/NPS LE members will have the same powers as a regular policeman in the Borough of Gettysburg for the duration of the activation.
4. When the Mayor of the Borough of Gettysburg determines it appropriate to activate the members on the list and the Chief of Police calls for assistance, the Force/NPS LE will respond. The number of Force/NPS LE officers available to respond to distress or emergencies in the Borough of Gettysburg under this MOU will be dictated by the amount of activity related to the Aryan Nations NE rally and counter-demonstrations occurring in GNMP at the time the request is made. The final decision on how many officers to send rests with the Officer-in-charge of the Force/NPS LE Force.
5. The on-scene commanding officer for the Gettysburg Police Department shall be in command of all officers, including all Force/NPS LE while they are rendering emergency law enforcement assistance to the Borough, provided that the on-scene commander shall exercise command and direction of the Force/NPS LE officers only through the highest ranking Force/NPS LE officers present at the scene who shall be identified by the GMNP Chief Ranger. At all times while rendering emergency law enforcement assistance Force/NPS LE officers shall remain under the authority and control of Force/NPS LE supervisors.
6. Police reports prepared by Force/NPS LE or Gettysburg Police Department officers, concerning incidents that occurred during any activation under this agreement, shall be made available to the other agency on request in accordance with applicable laws.
7. Force/NPS LE will wear only the official USPP/NPS uniform or, if required and approved by the USPP OIC/Chief Ranger or designee, plain clothes.
8. Emergency law enforcement assistance shall only be provided by "on-duty" Force/NPS LE officers.
9. Force/NPS LE officers 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.

10. 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.
11. This agreement is subject to the availability of funds. Nothing shall be construed as binding the NPS to expend in any one 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 NPS in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.
12. Each of the parties shall waive any and all claims against the other party hereto that may arise out of the 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 claims or legal actions, including but not limited to judgments, settlements, attorney and expert witness fees.
13. As a result of this Agreement, Force/NPS LE officers shall not under any circumstances be entitled to any compensation from or be considered to be employees, agents or "borrowed servants" of the Gettysburg Police Department nor shall Gettysburg Police Department officers be entitled to any compensation from or be considered to be employees, agents or "borrowed servants" of the United States of America or the NPS.
14. The Agreement may be amended only by mutual agreement of the parties. The Agreement maybe terminated by mutual agreement or by either party upon ten (10) days notice in writing to the other party.
15. This agreement shall be effective on 19 June 2010 and shall remain in effect until 26 June 2010.

For United States Park Police

By Deputy Chief Kevin C. Hays
 Salvatore R. Lauro, Chief for
 United States Park Police

6-11-10
 Date

For Gettysburg National Military Park

By Bob Kirby
 Bob Kirby, Superintendent
 Gettysburg National Military Park

5/27/10
 Date

Borough of Gettysburg

By John Butterfield
 Mr. John Butterfield, President
 Gettysburg Borough Council

24 MAY 10
 Date



United States Department of the Interior



NATIONAL PARK SERVICE UNITED STATES PARK POLICE

Headquarters
1100 Ohio Drive, S.W.
Washington, D.C. 20024

IN REPLY REFER TO:

Mr. John Butterfield, President
Gettysburg Borough Council
59 East High Street
Gettysburg, Pennsylvania 17325

Subject: Memorandum of Agreement between the Borough of Gettysburg, United States
Park Police and Gettysburg National Military Park

Dear Mr. Butterfield:

The United States Park Police is pleased to sign the enclosed Agreement with the Borough of Gettysburg, whereby, if operationally available, we will help perform emergency services upon request from the Borough on June 19, 2010. Pursuant to U.S. Park Police operational parameters, however, in the unlikely event that actions under the agreement may violate the law [i.e., violate the First or Fourth Amendment], our on-site supervisor will immediately advise the Borough's on-site supervisor of our concerns and, if the issue cannot be mutually resolved, our on-site supervisor may notify the Borough that we must withdraw from participation in the contested action.

If you have any questions, please contact me or Major Robert MacLean at 202-610-7089. If your attorneys have any questions about our policy, which is due to negate any potential *Bivens* liability, please have them contact Senior Attorney Randolph J. Myers at 202-208-4338.

Sincerely,

Deputy Chief Kevin C. Lauro
for

Salvatore R. Lauro, Chief
United States Park Police

Enclosure

cc: Gettysburg National Military Park

