

# MEMORANDUM OF UNDERSTANDING WITH THE UNITED STATES CAPITOL POLICE

**Date:**

<b>1. Parties</b>	1a. _____  <i>Herein "Partner Agency"</i>	<b>1b. United States Capitol Police</b>
<b>2. Jurisdiction</b> <ul style="list-style-type: none"> <li>City</li> <li>County</li> <li>State</li> <li>Institution</li> </ul>	2a.	<b>2b.</b> The USCP is a federal law enforcement agency under the Legislative Branch of Government. It is the mission of the USCP to protect the Congress – its Members, employees, visitors, and facilities – so it can fulfill its constitutional and legislative responsibilities in a safe, secure and open environment.
<b>3. Point of Contact (POC)</b> <ul style="list-style-type: none"> <li>Name</li> <li>Title</li> <li>Address</li> <li>Email</li> <li>Phone Number</li> </ul>	3a.	<b>3b.</b> Jeanita Mitchell Acting Assistant Chief of Police for Protective and Intelligence Operations United States Capitol Police 119 D Street, NE Washington, DC 20510 Jeanita.Mitchell@uscp.gov (C) 202-384-8720
<b><i>IN WITNESS WHEREOF, the parties hereto have executed this MOU as follows</i></b>		
<b>4. Authorizing Official</b> <ul style="list-style-type: none"> <li>Name</li> <li>Title</li> </ul>	4a.	<b>4b.</b> Michael G. Sullivan Chief of Police United States Capitol Police
<b>5. Authorizing Official's Signature</b>	5a.	5b.
<b>6. Date of Authorizing Officials' Signature</b>	6a.	6b.

## Terms & Conditions

### I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered into by and between the United States Capitol Police ("USCP") and the Partner Agency, collectively referred to as the "Parties," for the purpose of reimbursing the Partner Agency for agreed upon law enforcement services.

### II. BACKGROUND

The USCP Office of Protective and Intelligence Operations (P&IO) has the statutory requirement pursuant to 2 U.S.C. §1966 to protect the Members of Congress when security considerations so require. In order to fulfill this responsibility, P&IO requires augmentation of its capabilities in the form of law enforcement support within the Partner Agency's jurisdiction.

<b>III. PURPOSE</b>
<p>A. The purpose of this MOU is to set forth the terms by which the USCP will reimburse the Partner Agency for the protective services specified in Section IV(A), such services to commence on the date the MOU is fully executed. In instances in which Partner Agency services must be provided prior to full execution of this MOU, USCP will consider the return of this form with fields 1a, 2a, and 3a completed as a good faith effort to proceed towards full execution such that those services will be eligible for reimbursement once the MOU is finalized.</p> <p>B. This MOU does not obligate the Partner Agency to provide resources at USCP's request.</p> <p>C. This MOU does not obligate USCP to reimburse the Partner Agency for protective services provided without direct coordination with USCP.</p> <p>D. This MOU is an agreement between the Parties and is not intended and should not be construed, to create or confer any other person or entity any right or benefit, substantive or procedural, enforceable at law or otherwise against the Partner Agency, USCP, or any state, locality, or other entity.</p>
<b>IV. RESPONSIBILITIES OF THE PARTNER AGENCY UNDER THIS MOU</b>
<p>A. Upon request from USCP, and agreement by the Partner Agency, based on available resources, the Partner Agency shall provide support and enhancements to the USCP protective mission for Congressional events and/or USCP protective operations occurring in the Partner Agency's jurisdiction. Services may involve the expenditure of overtime by the Partner Agency. During the events and/or protective operations, the Partner Agency shall maintain routine communications with USCP leadership as necessary.</p> <p>B. The Partner Agency agrees to provide the USCP with a summary of expenses incurred in connection with the Partner Agency's provision of services requested by the USCP. This summary will be consistent with the format for record keeping provided by the USCP. Upon request, the Partner Agency agrees to make available to USCP accounting records related to services provided under this MOU and that such records may be subject to audit and examination. The Partner Agency will direct correspondence related to reimbursement to USCP and no other party.</p> <p>C. The Partner Agency will secure prior, explicit approval for any expenditure on equipment used to support USCP requests where reimbursement will be sought.</p> <p>D. The Partner Agency will provide advance notice to USCP of any third-party law enforcement agency it engages to support a USCP request unless there are exigent circumstances. Third-party agencies cannot be directly reimbursed by USCP through this MOU and must seek reimbursement through the Partner Agency.</p> <p>E. The Partner Agency will submit invoices within 60 days of having provided the relevant services/support to ensure payment.</p>
<b>V. RESPONSIBILITIES OF USCP UNDER THIS MOU</b>
<p>A. The USCP agrees to provide the necessary funds due to the Partner Agency as part of this MOU between both parties. The USCP shall promptly pay all invoices submitted by the Partner Agency regarding services provided pursuant to this MOU.</p> <p>B. The USCP agrees to bear its own costs in relation to this MOU.</p>
<b>VI. DURATION OF THIS MOU</b>
<p>This MOU will continue in force until it is terminated by either party. Either party may terminate this MOU after giving 30 days' written notice to the other Party.</p>
<b>VII: FUNDING</b>
<p>No provision of this MOU shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341. Reimbursements and expenditures under this MOU shall be subject to the USCP's budgetary processes and to the availability of funds.</p>
<b>VIII: SEVERABILITY</b>
<p>Nothing in this MOU shall be construed to conflict with current law. If a term of this MOU is inconsistent with such authority, that term shall be invalid to the extent of the inconsistency. The remainder of that term and all other terms of this MOU shall remain in effect.</p>
<b>IX: MODIFICATIONS</b>
<p>The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.</p>
<b>X: MISCELLANEOUS</b>
<p>The Parties shall comply with all applicable laws, rules, and regulations.</p>