

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by the Town of Vienna, Virginia ("Town"), the Town of Vienna Police Department ("VPD") and Fairfax County Police Department ("FCPD"), (collectively, the "Parties").

### I. PURPOSE

The purpose of the MOU is to establish and define the working relationship between VPD and FCPD in implementing the Fairfax County Deer Management Program in the Town of Vienna ("Town"), in accordance with the established and operational Fairfax County ("County") Integrated Deer Management Plan approved by the Fairfax County Board of Supervisors.

This MOU will outline the responsibilities of FCPD and VPD in conducting sharp-shooting operations in properties owned and operated by the Town for the purpose of managing deer populations pursuant to the County's Integrated Deer Management Plan.

### II. MISSION

The mission of the deer management operation is to employ best practices in accordance with the County's Deer Management Plan to conduct safe and effective culling of transitory deer herds. This management strategy has been successfully used by the FCPD to control deer populations in the County. Conducting these operations in the Town would benefit both the Town and the County as these herds have been shown to be transitory in nature. The Deer Management Program is conducted to reduce the number of deer-related conflicts that pose safety hazards and public health concerns such as deer-vehicle collisions and tick exposure, and environmental damage to parklands and natural areas associated with an overabundant white-tailed deer population in Fairfax County. There is no current plan to otherwise permit citizen hunting in the Town of Vienna.

### III. AUTHORITY

This MOU does not modify, grant, or restrict any existing authorities of the FCPD or the VPD to conduct enforcement activities, request or respond to requests for mutual aid, or address public safety emergencies in either jurisdiction pursuant to state and local law

and existing or future agreements between the Town and the County. The Town Code, Section 3-25.3 – Deer Management Program, authorizes the Town Manager and the Chief of Police to authorize and conduct deer management operations and exercise deer kill permits and “Deer Population Reduction Programs” in the Town.

#### IV. ORGANIZATIONAL STRUCTURE

##### A. Authority

The Virginia Department of Wildlife Resources (DWR) has issued a kill permit to FCPD to conduct deer population control through sharp-shooting operations. No form of recreational hunting is permitted under this authorization. This kill permit authorizes FCPD to conduct deer management operations in the Town as well as the County. The Town requested FCPD to conduct deer management operations in the Town.

##### B. Direction and Supervision

Any deer management operation in the Town will fall under the operational control of an FCPD law enforcement supervisor who will be present for the entirety of the operation. Additionally, a member of FCPD’s Wildlife Management group will be present to ensure that the operation is conducted according to nationally recognized standards in deer management.

An on-duty VPD supervisor shall be available to the FCPD supervisor in the event his or her assistance is needed. The VPD supervisor shall be responsive by phone or police radio for the duration of the operation.

##### C. Staffing

The operation will be staffed by designated marksmen who are FCPD law enforcement officers that have been identified, oriented, and trained in operational requirements and safety measures related to deer management (FCPD marksmen).

The VPD will provide a sufficient number of law enforcement officers, as determined by the FCPD supervisor, for scene security. The primary role of these officers will be to control entry points to the selected property to ensure community members do not enter the site during the operation. Those officers may be re-assigned by the FCPD supervisor managing the operation.

## **V. PROCEDURES**

### **A. Site Selection**

The Town will propose locations for deer management operations after considering the known presence of deer herds, suitability for sharp-shooting activities, ease of access control, and other factors the Town deems relevant. All proposed locations shall be property under the ownership and control of the Town. The FCPD will evaluate each proposed site and determine which are the best candidates for deer management operations. Final selection of sites will be at the FCPD's sole discretion.

### **B. Operational Periods**

Sharp-shooting operations will be conducted on up to five nights between November and March within each selected site. FCPD will consult with VPD prior to the final selection of dates to determine whether there are any planned park events or potential scheduling conflicts with proposed dates. Final selection of operation dates will be at the FCPD's sole discretion.

Equipment installation and baiting of each selected site will begin 1-3 weeks prior to sharp-shooting operations commencing. Operational periods will commence at a time determined in advance by mutual agreement between FCPD and VPD, and prior to the site closing to the public for the day. Under the direction of the FCPD supervisor, VPD officers will ensure the site is clear of community members prior to any sharp-shooting. FCPD marksmen will conduct sharp-shooting operations after dusk and the VPD will maintain security at the site until the end of the period. During the operational period, any decision to target and shoot deer will be made by FCPD marksmen in their sole discretion. Operational periods will end at a time determined in advance by mutual agreement between the County and the Town, provided, however, that the FCPD supervisor or a VPD supervisor may end an operational period at any time due to safety concerns, poor weather conditions, a lack of deer, or any other reason.

### **C. Law Enforcement Activities**

If any FCPD or VPD officer at the operation takes any law enforcement action, he or she shall notify the FCPD supervisor as soon as practicable.

## **VI. ADMINISTRATIVE**

### **A. Testing and Disposition of Deer Carcasses**

The FCPD shall be responsible for removing all deer carcasses at the end of the operational period. Collection of herd health data and testing for infectious disease will be at the direction of the FCPD's Wildlife Management staff and based on current trends and patterns. All carcasses suitable for donation will be submitted to the FCPD's designated processor for preparation and distribution. At the conclusion of the deer management period, FCPD will provide a summary of deer harvest totals to VPD for Town properties where sharp-shooting was conducted.

#### **B. Community Notification and Contacts**

The Town will be responsible for notifying residents in the vicinity of any deer management operation prior to the operation. The FCPD will provide templates and samples of notification media employed in the County. VPD will provide notice in the form of mailed letters or postcards to immediate park neighbors (within 500 feet of each site's property line). As a safety precaution, specific dates of sharp-shooting operations are not to be released to the public by the Town without FCPD approval.

The VPD will be responsible for handling and responding to all community member and media inquiries, complaints, and follow-up for any deer management operations conducted in the Town.

#### **C. Cost**

The FCPD will be responsible for providing the necessary equipment and supplies for each operation (excluding community notification materials), costs incurred for infectious disease testing, and any costs associated with carcass removal and processing. Equipment may include, but is not limited to, deer stands, firearms, ammunition, radios, deer feeders, bait (corn), thermal imagers, trucks, trailers, and utility vehicles. The FCPD and VPD will be responsible for any personnel costs for their respective staff members involved in the operation.

### **VII. MEDIA**

All media releases pertaining to the deer management operations within the Town will be coordinated by the FCPD and the VPD prior to their release.

### **VIII. DURATION**

This MOU shall remain in effect until withdrawn, in writing, by the authorized representative of either the VPD or the FCPD.

## **IX. MODIFICATIONS**

The terms of this MOU may be modified at any time by written consent of all parties.

Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

## **X. GENERAL PROVISIONS**

**Notices.** Except as otherwise provided in this MOU, all notices, requests, demands, and other communications under this MOU or in connection therewith shall be given to or be made upon the following, or to such other address and to the attention of such other officer or persons as each of the parties hereto may specify by notice in writing to the other.

If to the County:

Commander, Operations Support Bureau  
Fairfax County Police Department  
3911 Woodburn Road  
Annandale, VA 22003

If to the Town:

Mercury Payton, Town Manager  
  
127 Center Street, South  
  
Vienna, VA 22180  
  
703-883-6370

Nothing in this MOU shall be construed as requiring the County or the FCPD to conduct deer management operations in the Town.

**No Third-Party Beneficiaries.** There are no third-party beneficiaries to this MOU. No person or entity other than a party to this MOU shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this MOU.

**Waiver.** No waiver of any provision of this MOU shall affect the right of either Party thereafter to enforce such provision.

Nothing in this MOU shall be construed as creating any personal liability on the part of any officer, employee or agent of the parties, nor shall it be construed as giving any rights or benefits to anyone other than the parties hereto.

Nothing in this MOU shall be deemed an expressed or implied waiver of the Town's or the County's sovereign immunity.

Liability. Each party shall be responsible for its own actions and the actions of their employees, contractors, subcontractors, and agents conducted pursuant to this MOU. Neither party shall be liable to the other party for any claims, liabilities, or expenses arising solely out of the acts or omissions of such other party or one of its agents or employees. Neither party shall be obligated to defend or assume the cost of defense of the other party or hold harmless or indemnify the other party for any claim arising from the acts or omissions of one of its own agents or employees.

Any financial obligation imposed on the County pursuant to this MOU is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations.

### **Signatures**

On witness thereof, this Memorandum of Understanding is effective as of the last date shown below:

\_\_\_\_\_  
KEVIN DAVIS  
CHIEF OF POLICE  
FAIRFAX COUNTY POLICE DEPARTMENT

\_\_\_\_\_  
JIM MORRIS  
CHIEF OF POLICE  
TOWN OF VIENNA POLICE  
DEPARTMENT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date