

MUTUAL AID AND EMERGENCY RESPONSE AGREEMENT

This Mutual Aid and Emergency Response Agreement (Agreement) is made between the City Council for the City of Charlottesville, Virginia (City); the Board of Supervisors of Albemarle County, Virginia (County); and The Rector and Visitors of the University of Virginia (University), on behalf of their respective police departments and public safety agencies and departments, including: Charlottesville Police Department (CPD), Albemarle County Police Department (ACPD), and University Police Division (UPD). In this Agreement, they will be collectively referred to as the “Parties.”

I. Purpose

The Parties acknowledge and agree that the continued operation and collaboration of the Parties are necessary to respond effectively to emergencies, threats to life, property, and public safety and to enhance the general welfare of the public throughout the region. The Parties make this Agreement for their mutual benefit, continuing and clarifying their long-standing practices in the provision of law enforcement and emergency response services to their citizens and visitors in the City, County, and University.

II. Authority

The Code of Virginia, §§ 15.2-1726, 15.2-1736, 23.1-815, and 44-146.20, authorizes this Agreement and its terms. The Parties intend and agree that this authority is invoked in this Agreement to the fullest extent permitted by law. The Parties also acknowledge the authority to send their respective personnel and equipment under the authority of Code of Virginia §§ 15.2-1724, 27-1, and 32.1-111.4:4. This Agreement does not limit or proscribe the acknowledged authority under these Sections or other provisions of law. The powers authorized to the respective Parties by Title 44, Chapter 3.2 of the Code of Virginia (“Emergency Services and Disaster Law”) are in no way limited or proscribed by this Agreement. Nothing in this Agreement requires mutual aid or emergency response services to be provided if requested.

III. Concurrent Jurisdiction and Property of the University of Virginia

- A. City and County extra-territorial public properties. Pursuant to Virginia Code § 15.2-1725, the City and County may exercise full police power over their respective public properties located beyond the limits of the locality. Law enforcement officers and public safety personnel of both localities may be lawfully sent to such properties to protect the property, keep order, and enforce the laws of the Commonwealth and ordinances of the owning locality. ACPD, CPD, and the respective fire marshals and assistants have concurrent jurisdiction over properties within their own political boundaries, together with the law enforcement of the owning locality.
- B. University extra-territorial properties. Pursuant to Virginia Code § 23.1-816, the University may exercise full police power over its properties, whether owned, leased, or rented, including properties beyond the limits of its campus territory. In addition, UPD officers have concurrent jurisdiction in the designated areas of the City of Charlottesville, pursuant to Charlottesville Circuit Court Order, entered March 7, 2005, and to the extent any future court orders may alter or amend the territorial scope of that concurrent jurisdiction in either the City of Charlottesville or County of Albemarle. For purposes of

this Agreement, the jurisdiction of UPD is defined as the designated areas identified in any respective court orders. The Parties acknowledge that any concurrency does not extinguish any lawful power or authority of ACPD and/or CPD on University property that is otherwise located within the political boundaries of the respective local governments. Notwithstanding such lawful power, the City and County acknowledge the primary responsibility for law enforcement of University property lies with UPD.

IV. Scope

This Agreement is intended to and shall provide for the broadest scope of cooperation, collaboration, mutual aid, assistance, and support permitted by law. No provision in this Agreement shall be construed to limit any lawful authority to achieve the Purpose. This Agreement includes mutual aid, cooperation, and authorization for law enforcement (including sworn officers, auxiliary personnel, and volunteers), fire protection, emergency medical services, and emergency management personnel. This Agreement also applies to the transport to and return from a Party's jurisdiction when any of that Party's personnel are engaged in providing emergency, mutual aid, and cooperative services, except to the extent said personnel are engaged in a frolic or detour.

V. Prior Agreements, Existing Agreements, Future Agreements

This Agreement replaces the "Police Mutual Aid Agreement" of August 16, 1995. The Parties acknowledge the continued effect of the "Executive Agreement for Implementation of Police Mutual Aid Agreement" of April 14, 2004, between the City and County and the "Executive Agreement for Implementation of Police Mutual Aid" of March 11, 2005, between the City and University and hereby authorize the Parties' respective executives or their designees to amend, re-execute, or replace these Executive Agreements to implement the provisions of this Agreement. Nothing contained in the Executive Agreements, as amended or superseded, shall contradict this Agreement. The Parties further authorize their respective executives to approve or execute additional protocols, including but not limited to those of the emergency management Multi-Agency Coordination Group. The 2023 "Mutual Aid Agreement between City of Charlottesville and County of Albemarle" regarding fire protection, firefighting, and emergency medical services, continues in full force and effect and is not altered by this Agreement. The "Memorandum of Agreement between UPD and ACPD" regarding emergency custody and temporary detention transfers, pursuant to Virginia Code § 37.2-808 et seq., is acknowledged, as amended.

VI. Requests for Mutual Aid and Assistance

- A. Circumstances for request. The Parties may request mutual aid under this Agreement for any lawful purpose related to public safety response, whether the circumstances are existing or anticipated, planned or unplanned.
- B. Authority to request and send aid. For any planned or anticipated event or incident requiring mutual aid or when the resources of multiple public safety agencies of any Party are requested, the County Executive, City Manager, and Chief Executive Officer of the University are authorized to make requests and respond thereto. In addition, mutual aid and assistance may be requested and approved by the following persons or their designees:
 - 1. *Law enforcement services.* The County Executive, City Manager, and Chief Executive Officer of the University may make and approve mutual aid

requests, generally. In addition, the following personnel and their superiors may request and respond to resource-specific mutual aid:

- a. Police chiefs for:
 - i. Emergency response group (Special Weapons And Tactics (SWAT)/Crisis Negotiation Teams/Special Response Team/Emergency Response Team) deployment. The respective chiefs of police may request and respond to a need for special teams deployment.
 - b. On-duty lieutenant or shift commander for:
 - i. Calls for service back-up. The on-duty lieutenant or shift commander from the respective Parties may request and provide officers to answer routine calls for service, if the Requesting Party's agency is responding to an incident within its jurisdiction for which its routine resources are rendered limited or operationally insufficient.
 - c. On-duty shift commander for:
 - i. Drones and special vehicles and equipment deployment;
 - ii. K-9 deployment; and
 - iii. Animal protection services.
 - d. On-duty police sergeant for: investigative services and enforcement.
2. *Fire protection, firefighting, and emergency medical services.* The respective on-duty battalion chiefs of the City or County may make and approve mutual aid requests, including but not limited to hazmat mitigation, water rescue, and vehicle extraction;
 3. *Emergency management services and coordination efforts.* The respective Emergency Management Coordinators for the City and County and Director of Emergency Management for the University, or their designees, may make and approve mutual aid requests.
 4. *Emergencies under Virginia Code §15.2-1724 and related sections* For any circumstances described in Virginia Code §§ 15.2-1724, 27-1, and 32.1-111.4:4, for which law enforcement, firefighting, or emergency medical personnel, together with any necessary equipment, may be sent out of its political jurisdiction, the highest-ranking responsible officer on-scene may request assistance from any or all of the Parties' law enforcement officers and other public safety response personnel. Once lawfully sent, law enforcement officers and other public safety personnel may fulfill any proper duty involving or related to the emergency. This Agreement in no way restricts the Parties' authority to act under the authority of these statutes.
- C. Information and intelligence. When a request is made, the Requesting Party shall provide to Responding Party or Parties all plans, protocols, intelligence, and information, whether in draft or final form, related to the request. The Parties acknowledge that some or all of the contents of this disclosure may be confidential, law enforcement sensitive, or otherwise protected by law from further disclosure ("Confidential Information"). The Requesting Party shall indicate clearly what, if any, information is, in its assessment, confidential and not subject to public disclosure. If a Responding Party is in possession of Confidential Information and receives a request under the Freedom of Information Act (Virginia Code § 2.2-3700 *et seq.*) or a subpoena for which the Confidential Information would be responsive,

the Responding Party will confer with the Requesting Party before making a response.

- D. Scope of requested aid. The Parties intend that the scope of mutual aid that may be requested or provided by this Agreement is the broadest extent permitted by law. When mutual aid is requested by any Party or Parties, unilaterally or reciprocally, the Responding Party or Parties may send law enforcement officers and other personnel—including but not limited to firefighters, emergency medical providers, and emergency management and response personnel, together with any other resources or equipment of the Parties—beyond the territorial limits of their jurisdiction to the other Party's jurisdiction to assist in meeting a public safety need.
- E. Communications. To the extent feasible, the Requesting Party shall be responsible for designating or supplying radio or other communications equipment for use by and among the Responding Parties. Communications will be facilitated by the Emergency Communications Center (ECC).
- F. Command and control. While performing any duty, function, or service under this Agreement, personnel will at all times remain under the ultimate authority of the chiefs or directors of the Party by which they are appointed or employed. While in use under this Agreement, canines, vehicles, aircraft, drones, watercraft, equipment, and supplies shall at all times remain under the ultimate authority and control of the Party by which they are owned.
 - 1. *Incident command/unified command.* Notwithstanding the authority of the employing and owning Party described above, personnel and equipment deployed under this Agreement will integrate into the Incident Command System (ICS) established for the event. Operational control during the incident will follow ICS protocols under the direction of the Incident Commander or Unified Command. Any restrictions on personnel or equipment usage must be communicated to the Incident Commander before deployment. Every Party with resources provided under this Agreement will have the right to participation in planning for any incident or event and to representation in the command center during all operational periods of an event or incident.
 - 2. *Resulting criminal investigations.* The responsibility for investigation and subsequent actions concerning any criminal offense will remain with the law enforcement agency of the Requesting Party within whose jurisdiction the offense occurred. Law enforcement personnel entering the Requesting Party's jurisdiction will promptly notify the Requesting Party's law enforcement agency upon the discovery of a crime in the Requesting Party's jurisdiction.
 - 3. *After-action debriefing and reporting.* The Requesting Party will provide for an after-action debriefing opportunity as soon as practicable after the event. If a report is generated from the after-action debriefing, all participating Parties may provide input and will be provided a copy of the report. Nothing in this subsection requires distribution of intra-agency evaluations among the Parties, but such evaluations may be provided at the discretion of the respective Parties' police chiefs.
- G. Decline, withdrawal, and termination of aid. Any Party may decline a request for mutual aid. If an authorized person, as identified in Section VI(B), above, determines to terminate or withdraw mutual aid, in whole or in part, the action will

be communicated to the Requesting Party's authorized representative or designee. Withdrawal or termination of mutual aid will be coordinated among the Parties in such a manner as to protect the best interests of the public.

VII. Continuous Aid. In addition to the circumstances giving rise to the need for mutual aid as discussed in Section VI, the Parties intend for and authorize mutual aid and cooperative assistance to be provided on a regular and ongoing basis for the following activities:

- A. Multi-jurisdictional law enforcement investigations. Criminal investigations often require law enforcement activities across jurisdictional boundaries. The chiefs of police for each of the Parties are authorized to designate several investigators who may be sent across their respective political jurisdictional boundaries to participate in joint or related criminal investigations without specific requests. The chiefs of police or their designees will advise their counterparts of the designated investigators and the nature of the investigations. The chiefs of police may establish specific *ad hoc* task forces for specific investigations. The chiefs of police or their designees will confer as needed regarding the scope, efficacy, duration, and identity of assigned personnel designated under this subsection. The following types of investigations are expressly included in this authorization:
 1. *Felony criminal sexual assault and unattended death investigations.* In accordance with Virginia Code § 23.1-815, any Party may request mutual aid, assistance, and support for the investigation of felony criminal sexual assaults and medically unattended deaths. Any Party investigating a crime under this subsection on a University property, non-campus property, or public property immediately adjacent to campus property, will notify the appropriate local Commonwealth's Attorney within 48 hours of the beginning of the investigation. No notification to the Commonwealth's Attorney will require disclosure of the victim's identifying information, unless the victim provides express consent or as otherwise permitted by law.
 2. *Human trafficking, sexual exploitation, intimate partner violence, and stalking.* The Parties may request and provide mutual aid, assistance, and cooperation to investigate crimes involving human trafficking, sexual exploitation, intimate partner violence, and stalking.
- B. 3A Taskforce. The Parties are among the members of the currently constituted 3ATaskforce. All activities within the scope of the Memorandum of Understanding (MOU) between the Parties and the Virginia State Police and authorized by the Special State Police Officer authority of each Taskforce member are recognized by the Parties. To the extent that Taskforce members provide lawful, law enforcement services not covered by the MOU or otherwise authorized by Virginia Code § 15.2-1724, ¶1(i), this Agreement applies, and mutual aid is authorized.
- C. Fire marshal investigations. The respective Fire Marshals for the City and County are responsible for any investigations under their authority as local fire officials under the Statewide Fire Prevention Code, as well as any property subject to the authority of the State Fire Marshal, upon request of the State Fire Marshal.
- D. Joint trainings or exercises. The Parties are signatories to the "Operational Agreement for the Establishment of a Law Enforcement Training Facility." In

addition to the ongoing cooperation pursuant to that operational agreement, the Parties may engage in joint trainings, including but not limited to planning meetings, tabletop exercises, and full-scale drills. This Agreement provides authority for personnel to be present at the training within the hosting Party's jurisdiction as a provision of mutual aid.

- E. Law-enforcement activities at the University Medical Center. If law enforcement transports detainees, prisoners, or subjects of emergency custody or temporary detention orders, or otherwise maintains custody of such persons en route to or while at the University Medical Center, their lawful activities are permitted by this Agreement, if not otherwise authorized by Virginia Code § 15.2-1724, ¶1(iii) or other provision of law.
- F. Multi-jurisdictional cooperation pursuant to Virginia Code §§ 15.2-1627.4, -1627.5, 1627.6. If requested by the respective Commonwealth's Attorney for the City or County, UPD, CPD, and ACPD may participate in review teams for sexual assault; child sexual abuse; abuse, neglect, and exploitation of adults; and human trafficking.
- G. Information Sharing and Analysis. In addition to the information and intelligence sharing authorized in Section VI(C), above, the Parties agree to continue and enhance their information and intelligence sharing to the extent permitted by law and their respective policies and procedures.

VIII. Effective Date, Term, and Withdrawal

- A. Effective date. This Agreement shall be effective as of the date of the adopting resolution approved by the Party's governing body last in time.
- B. Term. This Agreement is in effect indefinitely unless and until withdrawal of two or more Parties.
- C. Withdrawal. Any Party may withdraw from this Agreement by giving 90 days' written notice of its intent to the other Parties. The withdrawal of one Party shall not affect the force and validity of the Agreement as to the remaining Parties. Any notice of intent to withdraw requires authorization by the Party's governing body.

IX. Liability, Immunity, Waiver

- A. Liability. To the extent required by law, each Party is solely and exclusively responsible for the acts and omissions of its law enforcement officers and other personnel while performing duties, functions, or services pursuant to this Agreement.
- B. No reimbursement. No Party shall be liable to any other Party for reimbursement for compensation, benefits, injuries to personnel, damages to equipment, cost of supplies, or any other expenses or costs incurred while performing services under this Agreement, unless the Parties expressly agree to the allocation of such expenses and costs, including but not limited to, an agreement for which reimbursement may be received from the Commonwealth of Virginia Department of Emergency Management (VDEM) or Federal Emergency Management Agency (FEMA).
- C. Immunity. Nothing in this Agreement waives or abrogates any immunity available to the Parties or their employees, agents, servants, or volunteers.

1. *Respective Parties.* The acts performed pursuant to this Agreement and the expenditures made for such purposes by the Parties will be deemed conclusively to be for a public and governmental purpose. All of the immunities from liability enjoyed by a Party when acting through its police officers or other officers, agents, or employees for a public or governmental purpose within its territorial limits shall be enjoyed by it to the same extent when the Party acts beyond its territorial limits pursuant to this Agreement.
 2. *Parties' officers, employees, agents, and volunteers.* All immunities from liability, exemptions from laws, ordinances and regulations, pension, relief, disability, workers' compensation, life and health insurance, and other benefits enjoyed by law enforcement officers and other employees, agents, and volunteers of each Party shall extend fully to all the services they perform under this Agreement outside of their respective jurisdictions. The provision of these benefits will remain the responsibility of the employing jurisdiction.
- D. Waiver. Nothing in this Agreement shall be deemed to be a waiver, express or implied, of the sovereign, governmental, or other immunity of the Parties, their respective officers, officials, or employees, or the Commonwealth of Virginia. This Agreement does not create and shall not be construed to create any right or claim by any alleged third-party beneficiary or any basis for reliance by any person or entity not a Party to this Agreement.

X. Miscellany

- A. Governing law. This Agreement is governed by the laws of the Commonwealth of Virginia without regard to its choice of law rules.
- B. Entire agreement. This Agreement is the entire agreement between the Parties on the subject of mutual aid, except as may be augmented and implemented by any supplemental agreements authorized in Section V, above.
- C. Signature authority. By adoption of this Agreement, the Parties authorize their respective County Executive, City Manager, and Chief Operating Officer to sign this Agreement.

[signatures following]

CITY COUNCIL FOR THE CITY OF CHARLOTTESVILLE, VIRGINIA

Samuel Sanders, Jr., City Manager

Date

Seen and agreed:

Michael Kochis, Chief of Police

Date

Michael Thomas, Fire Chief

Date

Brett Burnette, Acting Emergency Management
Coordinator

Date

Approved as to form:

City Attorney's Office

Date

BOARD OF SUPERVISORS FOR ALBEMARLE COUNTY, VIRGINIA

County Executive

Date

Seen and agreed:

Sean Reeves, Chief of Police

Date

Dan Eggleston, Fire Chief
Emergency Management Coordinator

Date

Approved as to form:

County Attorney

Date

RECTOR AND VISITORS OF THE UNIVERSITY OF VIRGINIA

Jennifer Wagner Davis
Executive Vice President and Chief Operating Officer

Date

Seen and agreed:

Timothy J. Longo, Sr.
Associate Vice President for Safety and Security and Chief of Police

Date

John DeSilva
Director of Emergency Management

Date

Approved as to form:

University Counsel

Date