

MUTUAL AID AGREEMENT

THIS AGREEMENT made this 21st day of October, 2016, by and between the **COUNTY OF ALBEMARLE, VIRGINIA** (the "County") and the **TOWN OF SCOTTSVILLE, VIRGINIA** (the "Town").

WHEREAS, Va. Code §§ 15.2-1726 and 15.2-1736 authorize the governing bodies of a County and Town to enter into reciprocal agreements for mutual aid for emergency purposes, for maintenance of peace and good order and for cooperation in the furnishing of police services;

WHEREAS, pursuant to Va. Code § 15.2-1702, the County has established the Albemarle County Police Department (ACPD), which has full police power and law enforcement responsibilities throughout the entire County, including within the Town; and

WHEREAS, the County and Town have determined that the provision of police aid across jurisdictional lines will increase their ability to respond to law enforcement emergencies involving immediate threats to life or public safety in their respective jurisdictions, and will assist them in the preservation of public safety and welfare of the entire area;

WHEREAS, it is deemed to be mutually beneficial to the parties hereto to enter into an agreement concerning mutual aid and cooperation with regard to law enforcement; and

WHEREAS, the parties hereto desire that the terms and conditions of this Mutual Aid Agreement (the "Agreement") be established.

NOW THEREFORE, for and in consideration of the mutual benefits to be derived from this Agreement, the parties hereto covenant and agree as follows:

1. Each party will endeavor to provide police support and assistance to the other party to this Agreement within the capabilities available at the time the request for such support is made and within the terms of this Agreement.

2. Requests for support and assistance pursuant to the terms and conditions of this Agreement shall be initiated by the requesting party's on-duty commander, bureau commander, their respective designees or the highest-ranking officer on-duty at the time of the request.

3. To the extent feasible, the requesting party shall be responsible for designating a communications system for use by the requested party.

4. The personnel of the requested party shall render such support and assistance under the direction of the Chief of Police of the requested party, or such Chief's designees.

5. Law enforcement support provided pursuant to this Agreement shall include, but not be limited to, the following resources: uniformed officers, canine officers, forensic support, plainclothes officers, special operations personnel and related equipment. Law enforcement assistance may include, but shall not be limited to, criminal investigative services for felonies, criminal investigative services for serious misdemeanors, traffic enforcement activities, fatal crash investigative services, exchange of information (access to CompStat meetings and databases upon request), and civil disorder within the Town.

6. The decision whether to provide law enforcement support and assistance under this Agreement shall at all times remain within the discretion of the requested agency. Nothing contained in this Agreement should in any manner be construed to compel any of the parties hereto to respond to a request for law enforcement support and assistance when the personnel of the party to whom the request is made are, in the opinion of the requested party, needed or are being used within the boundaries of their jurisdiction, nor shall any such request compel the requested party to continue to provide police support and assistance to the other party when its police personnel or equipment, in the opinion of the requested party, are needed for other duties within the boundaries of its own jurisdiction.

7. When the Town provides law enforcement support and assistance pursuant to a request by the County, responsibility for investigation and subsequent actions within the County shall remain with the ACPD. Town law enforcement personnel leaving their jurisdiction and entering another, including the County, shall promptly notify the agency of the entered jurisdiction upon discovery of a crime in the jurisdiction where the offense occurred. Town officers entering the County shall adhere to all ACPD on-duty supervisory requests and direction when responding outside the Town's jurisdictional boundaries pursuant to this agreement.

8. Officers acting pursuant to this Agreement shall be granted authority to enforce the laws of the Commonwealth of Virginia and to perform the other duties of a law enforcement officer, such authority shall be in conformance with Va. Code §§ 15.2-1724, 15.2-1726, 15.2-1730 and 15.2-1736 as may be applicable. ACPD officers shall continue to have full police powers in the Town; however, law enforcement officers of the Town who might be casually present in the County shall have power to apprehend and make arrests only in such instances where an apparent, immediate threat to public safety precludes the option of deferring action to the ACPD.

9. When performing police duties in the requesting jurisdiction pursuant to the provisions of this Agreement, each law enforcement officer, agent, and other employee of the parties hereto shall have the same police powers, rights and privileges, including the authority to make arrests, as the officers, agents or employees have in the jurisdiction where they were appointed.

10. Pursuant to Va. Code § 15.2-1724, the services performed and expenditures made under this Agreement shall be deemed to be for public and governmental purposes and all immunities afforded to the requested jurisdiction when acting within its boundaries shall extend to its participation in rendering support and assistance outside its boundaries to a requesting jurisdiction. For the purposes of this Agreement, the requested party that responds to a request for support and

assistance is rendering aid once it has entered the jurisdictional boundaries of the requesting party pursuant to the provisions herein.

11. All immunities from suit, liability, exemptions from laws, ordinances and regulations, pension, relief, disability, workers' compensation, life and health insurance, and other benefits enjoyed by law enforcement officers, agents and other employees of each party shall extend to the services they perform under this Agreement outside their respective jurisdictions. Each party agrees that the provision of these benefits shall remain the responsibility of the primary employing party.

12. To the extent permitted by the laws of the Commonwealth of Virginia, each party hereto, in activities involving the rendering of support and assistance to the requesting party pursuant to this Agreement, shall (i) waive any and all claims against the other party to this Agreement which may arise out of such party's activities outside its respective jurisdiction, and (ii) be responsible for the acts or omissions of its law enforcement officers, agents and other employees causing harm to persons not a party to this Agreement. Nothing herein shall be deemed as an expressed or implied waiver of the sovereign immunity of the parties to this Agreement.

13. The parties to this Agreement shall not be liable to each other for reimbursement for injuries to personnel or damage to equipment incurred when going to or returning from another jurisdiction. Neither shall the parties hereto be liable to each other for any other costs associated with, or arising out of, the rendering of support and assistance pursuant to this Agreement, unless the parties expressly agree otherwise in advance of the provision of support and assistance under this Agreement.

14. This Agreement sets forth the complete agreement relating to the provision of mutual police services among the parties hereto; however, nothing herein shall affect the general police powers of the ACPD within the Town. The Town acknowledges that this Agreement, together with

any specific grant of jurisdiction provided by the Virginia Code, provides the only authority for law enforcement officers of the Town to engage in law enforcement activities in the County. Any grant of law enforcement authority within the County previously granted to the Town or its law enforcement officers by the Albemarle County Sheriff or any other County official is hereby revoked and is null and void.

15. Any of the parties hereto may withdraw from this Agreement by giving ninety (90) days written notice to that effect to the other parties.

16. This Agreement is subject to the approval of the governing bodies of the County of Albemarle and Town of Scottsville.

WHEREBY, the parties hereto have executed this Mutual Aid Agreement, by their authorized representatives, whose signatures are set forth following below as of the day and year first set forth above.

COUNTY OF ALBEMARLE, VIRGINIA

By: Thomas C. Foley
Thomas C. Foley
County Executive

Approved as to form:

Greg Kampner
Greg Kampner, County Attorney

TOWN OF SCOTTSVILLE

By: Nancy E. Gill
Nancy E. Gill
Typed Name

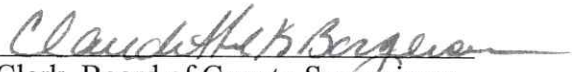
Its: Mayor

**RESOLUTION TO APPROVE THE MUTUAL AID AGREEMENT
BETWEEN THE COUNTY OF ALBEMARLE, VIRGINIA
AND THE TOWN OF SCOTTSVILLE, VIRGINIA**

WHEREAS, the Board finds that it is in the best interest of the County to enter into a Mutual Aid Agreement with the Town of Scottsville for cooperation in the furnishing of police services.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Albemarle County, Virginia hereby approves the Mutual Aid Agreement between the County of Albemarle, Virginia and the Town of Scottsville, Virginia for cooperation in the furnishing of police services, and authorizes the County Executive to execute the Mutual Aid Agreement on behalf of the County after approval as to form and substance by the County Attorney.

I, Claudette K. Borgersen, do hereby certify that the foregoing writing is a true and correct copy of a Resolution duly adopted by the Board of Supervisors of Albemarle County by a vote of six to zero, as recorded below, at a meeting held on October 5, 2016.


Clerk, Board of County Supervisors

	<u>Aye</u>	<u>Nay</u>
Mr. Dill	<u>Y</u>	___
Ms. Mallek	<u>Y</u>	___
Ms. McKeel	<u>Y</u>	___
Ms. Palmer	<u>Y</u>	___
Mr. Randolph	<u>Y</u>	___
Mr. Sheffield	<u>Y</u>	___