

RESUME

September 26, 2017

**APPROVAL OF A REVISED LAW ENFORCEMENT MUTUAL AID
AGREEMENT**

A regional law enforcement mutual aid agreement that includes the Cities of Petersburg, Colonial Heights and Hopewell and the Counties of Chesterfield, Prince George, Dinwiddie, Sussex and Surry has been in place since March 26, 2007. None of the existing Sheriffs were in office in 2007 and are not parties to the 2007 Agreement. The primary change in the new document is to allow designees of the chief law enforcement official to accept a request for aid from another locality. (See ¶ 5). The Dinwiddie County Attorney prepared the proposed changes. The police chief favors adoption of the mutual aid agreement.

LAW ENFORCEMENT MUTUAL AID AGREEMENT

THIS AGREEMENT, prepared in duplicated originals, made as of this 26th day of March, 2007, of (the "Effective Date"), by and between among the CITY OF COLONIAL HEIGHTS, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to as "Colonial Heights", the CITY OF HOPEWELL, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to as "Hopewell", the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to as "Petersburg", the COUNTY OF PRINCE GEORGE, a County of the Commonwealth of Virginia, hereinafter referred to as "Prince George", the COUNTY OF CHESTERFIELD, a County of the Commonwealth of Virginia, hereinafter referred to as "Chesterfield", the SHERIFF OF THE COUNTY OF SUSSEX, a County of the Commonwealth of Virginia, hereinafter referred to as "Sussex", the SHERIFF OF THE COUNTY OF DINWIDDIE, a County of the Commonwealth of Virginia, hereinafter referred to as "Dinwiddie", and the SHERIFF OF THE COUNTY OF SURRY, a County of the Commonwealth of Virginia, hereinafter referred to as "Surry";

WHEREAS, Virginia law authorizes local governments to enter into reciprocal agreements for cooperation in the furnishing of law enforcement services; and

WHEREAS, certain local governments and sheriffs in the Petersburg Metropolitan Area have determined that the provision of law enforcement aid across jurisdictional lines will increase their ability to preserve the safety and welfare of the entire area; and

WHEREAS, it is deemed to be mutually beneficial to Colonial Heights, Hopewell, Petersburg, Chesterfield, Sussex, Dinwiddie, Surry and Prince George to enter into an agreement concerning mutual aid with regard to law enforcement; and

WHEREAS, the parties desire that the terms and conditions of any such Law Enforcement Mutual Aid Agreement be established; NOW THEREFORE

WITNESSETH

That for and in consideration of the mutual benefits to be derived by obtained herein, Colonial Heights, Hopewell, Petersburg, Chesterfield, Prince George and the sheriffs of Sussex, Dinwiddie and Surry hereby covenant and agree, each with the other, as follows:

1. Colonial Heights, Hopewell, Petersburg, Chesterfield, Prince George and the sheriffs of Sussex, Dinwiddie and Surry will endeavor to provide law enforcement support to the jurisdictions which are parties to this Agreement within the capabilities available at the time the request for such support is made and within the terms of this Agreement. The terms "law enforcement support" or "support" include, without limitation, any law-enforcement activity undertaken by a responding party pursuant to the Agreement.

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2. 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 when the law enforcement personnel of the jurisdiction to whom the request is made are, in the opinion of the requested jurisdiction, needed within the boundaries of that jurisdiction, nor shall any such request compel the requested jurisdiction or sheriff to continue to provide law enforcement support in another jurisdiction when its law enforcement personnel or equipment, in the opinion of the requested jurisdiction, are needed for other duties within the boundaries of its jurisdiction.

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3. No party to this agreement shall be liable to any other party hereto for any loss, damage, personal injury or death to law enforcement personnel or equipment resulting from the performance of this Agreement, whether such occurs within or without the jurisdictional boundaries of the respective parties hereto.

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4. There shall be no liability to any of the parties hereto for reimbursement for injuries to law enforcement, equipment or personnel occasioned by a response or law enforcement action, or for injuries to such equipment or personnel incurred when going to or returning from another jurisdiction. Neither shall the parties be liable to each other for any other costs associated with, or arising out of, the rendering of assistance pursuant to this Agreement.

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5. Any parties hereto desiring to request assistance pursuant to the terms and conditions of this Agreement shall make such request to an Officer having the rank or grade of Chief of Police, ~~or the Sheriff, or his/her designee in Counties without a Police Department, or to the County Administrator of Chesterfield, the Sheriff of Sussex, the Sheriff of Dinwiddie, the Sheriff of Surry, the County Administrator of Prince George, the~~ or his/her designee(s), or in the Counties without a police department, the Sheriff or his/her designee(s), City Manager of Colonial Heights, the City Manager of Hopewell, or the City Manager of Petersburg,

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6. The personnel of any party rendering assistance to a jurisdiction requesting assistance under this Agreement shall render such assistance under the direction of the appropriate official designated by the requesting jurisdiction; provided, however, that the ultimate control of the personnel of any party rendering assistance shall rest with the Officers or supervisors of such personnel.

7. The services performed and expenditures made under this Agreement shall be deemed for public and governmental purposes and all immunities from liability enjoyed by ~~the local government~~ each party within its boundaries shall extend to its participation in rendering assistance outside its boundaries. It is understood that for the purposes of this Agreement, the responding party is rendering aid once it has initiated a response pursuant to this Agreement.

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8. All pension, relief, disability, workers' compensation, life and health insurance, and other benefits enjoyed by said employees shall extend to the services they perform under this Agreement outside their respective jurisdictions.

9. All law enforcement officers, agents, and other employees of the parties to this Agreement shall have the same powers, rights, benefits, privileges, and immunities in every

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jurisdiction subscribing to this Agreement, including the authority to make arrests in every such jurisdiction subscribing to this Agreement.

10. The parties of this Agreement recognize that they are each fully capable of independently providing services to adequately serve their respective political subdivisions. The governing bodies of the parties, other than Sussex, Surry and Dinwiddie, to this Agreement each agree that this Agreement shall neither be used against the Counties in any future annexation proceedings nor shall any cooperative undertaking arising out of this Agreement be used against the Counties in any future annexation proceedings. This cooperative Agreement is entered into in furtherance of the policies set forth in Section 15.2-1736 of the Code of Virginia, 1950, as amended, and shall be without prejudice to the Counties.

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11. This Agreement repeals and supersedes all previous written agreements or oral understandings relating to the provision of mutual law enforcement services as outlined in this document.

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12. This Agreement may be terminated at any time by any party giving thirty (30) days written notice of that effect to the other parties hereto.

13. No provision in this Agreement is intended to or shall create any rights with respect to the subject matter of this Agreement in any third party.

14. In the case any provision or provisions in this Agreement are found invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

15. For the purposes of clarification and not in limitation of any rights current and future sheriffs of Surry, Sussex, and Dinwiddie may have under this Agreement or prior Law Enforcement Mutual Aid Agreements, future sheriffs of Surry, Sussex and Dinwiddie may choose to enter and ratify this Agreement by executing it and providing notice of the same to the other parties to this Agreement.

16. This Agreement, including any exercise of rights under Sections 15 or 17 herein by sheriffs may be executed in counterparts, which together shall constitute a single agreement. This Agreement and any documents relating to it may be executed and transmitted to any other party by facsimile or PDF, which facsimile or PDF shall be utilized in all respects as, an original, wet-inked manually executed document.

17. As of the Effective Date, this Agreement shall rescind and supersede the Law Enforcement Mutual Aid Agreement entered into on the 26th day of March, 2007 by and between the parties to this Agreement. Should a sheriff of Surry, Sussex or Dinwiddie sign this Agreement prior to the Effective Date, his/her signature shall serve to (1) agree to the terms and conditions of and (2) allow said sheriff to become a party to the March 26, 2007 Mutual Aid Agreement until the Effective Date, on which date this Agreement would take effect.

Draft August 4, 2017

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18. Any notice provided pursuant to this Agreement shall be provided to each party at the addresses given below on the respective signature pages of the parties, and shall be deemed given when delivered personally or deposited in the U.S. mail, First Class with postage prepaid.

~~IN WITNESS WHEREOF, Colonial Heights has caused its name to be subscribed hereunto by its City Manager, Hopewell has caused its name to be subscribed hereunto by its City Manager, Petersburg has caused its name to be subscribed hereunto by its City Manager, Chesterfield has caused its name to be subscribed hereunto by its County Administrator, Prince George has caused its name to be subscribed hereunto by its County Administrator, and the Sheriffs of Sussex, Surry and Dinwiddie or Sheriff, as applicable, of the respective jurisdictions have signed by agreement, they ~~being~~ having been duly authorized ~~so to do: so.~~~~

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Steve Micas

From: Keith Early
Sent: Monday, August 07, 2017 9:54 AM
To: Steve Micas
Subject: RE: Law Enforcement Mutual Aid Agreement

Steve,

We are good with revisions.

Keith.

Colonel W. Keith Early
Chief of Police
Prince George County Police Dept.
6600 Courthouse Rd.
Prince George, VA 23875
804-733-2773
804-733-2658 (Fax)
kearly@princegeorgecountyva.gov

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From: Steve Micas
Sent: Friday, August 04, 2017 3:17 PM
To: Keith Early
Subject: FW: Law Enforcement Mutual Aid Agreement

From: Tyler Southall [<mailto:tsouthall@dinwiddieva.us>]
Sent: Friday, August 04, 2017 1:26 PM