

GREATER HARRISONBURG/ROCKINGHAM COUNTY LAW ENFORCEMENT MUTUAL AID AGREEMENT

Pursuant to Sections 15.2-1724, 15.2-1726 and 23-234 of the Code of Virginia (1950) as amended, this Mutual Aid Agreement is made as of the 30th day of June 2015, by and among the CITY OF HARRISONBURG, a municipal corporation (City), ROCKINGHAM COUNTY, a political subdivision of the Commonwealth of Virginia (County) and the SHERIFF OF THE COUNTY OF ROCKINGHAM, VIRGINIA (the Sheriff), and the BOARD OF VISITORS OF JAMES MADISON UNIVERSITY (JMU).

WHEREAS, the parties have determined that providing police aid across jurisdictional boundaries in certain emergencies will increase the ability of the local law enforcement agencies to promote the public safety and protect the general welfare of the citizens, and intend by this accord to enter into a reciprocal agreement for cooperation in furnishing police services and for the use of their joint police forces, their equipment and materials for their mutual protection, defense and maintenance of peace and good order; and

WHEREAS, the parties agree that it is to their mutual benefit to cooperate in the enforcement of certain laws and emergency situations as set forth in Section 15.2-1724 of the Code of Virginia (1950) as amended; and

WHEREAS, the parties agree that it may be necessary, in the investigation of certain matters such as felony criminal sexual assault and particular deaths as set forth in applicable law;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, subject to the specific terms and conditions herein, the parties hereto jointly resolve and agree with one another as follows:

1. The principal law enforcement officer of the respective parties, or such officer's designee, is authorized to determine the need for additional law enforcement assistance, without the necessity of deputizing officers from the other cooperating jurisdictions, when an emergency or need as defined in Paragraph 2 herein exists. Such officers and their principals shall have full police powers as conferred upon them by law during the period of such need in the jurisdictions which they do not normally serve. In such cases, they may participate in law enforcement activities beyond their respective jurisdictions to the extent authorized by the general laws of this Commonwealth.

2. The need for such additional law enforcement assistance may arise (i) for the enforcement of laws designed to control or prohibit the use or sell of controlled drugs as defined in §54.1-340I, or laws prohibiting kidnapping and related offenses contained in Article 3 (§ 18.2-47 et seq.) of Chapter 4 of Title 18.2, laws prohibiting sexual offenses and prostitution contained in Article 3 (§18.2-344 et seq.) of Chapter 8 of Title 18.2, (ii) for felony criminal sexual assault as defined in Article 7 (§18.2-61 et seq.) of Chapter 4 of Title 18.2 occurring on JMU campus, in or on a noncampus building or property, or on public property as defined in §23-234, (iii) in response to any law enforcement emergency involving any immediate threat to life or public safety, (iv) during execution of the provisions of Article 4 (§ 37.2-808 et seq.) of Chapter 8 of Title 37.2 or §§16.1-340 or 16.1-340.1 relating to orders for temporary detention or emergency custody for mental health evaluation (v) during any emergency resulting from the existence of a state of war, internal disorder, or fire, flood, epidemic, or other public disaster; (vi) upon a medically unattended death occurring on property owned or controlled by JMU or any death resulting from an incident occurring on such property;

3. The Sheriff shall allow officers of the City or James Madison University to utilize the Sheriff's jail booking facilities to process arrested persons at no cost. The Sheriff hereby appoints and constitutes officers of the City and University Police Department as authorized to act in this respect, pursuant to Sections 19.2-390 and 19.2-392, of the Code of Virginia.

4. The Sheriff shall allow officers of the City and James Madison University to utilize, at no cost, the Sheriff's instruments, equipment, and facilities for processing and administering breathalyzer examinations to persons arrested for driving under the influence of alcohol or controlled substances, pursuant to Section 18.2-266, and following, of the Code of Virginia.

5. The Sheriff designates the City's or James Madison University's arresting officer in a particular case, the City's Chief of Police, the James Madison University's Director of Public Safety or his designee, the James Madison University's Chief of Police, in any case, to complete the report to the Central Criminal Records Exchange, required by Section 19.2-390, of the Code of Virginia, and otherwise to fingerprint, photograph, and process persons convicted of misdemeanors, in the General District Court of Rockingham and Harrisonburg.

6. Each party shall, prior to the effective date hereof, notify its police officers and general liability insurance carriers of this agreement.

7. In the event that a determination is made that law enforcement assistance is required, the law enforcement officer to act shall communicate the determination to the principal law enforcement officer, or such officer's designee, of the law enforcement agency from which assistance is requested. Such request will include the following:

(a) The name and title of the official making the request;

(b) A summary of the circumstances initiating the action and a description of the assistance needed; and

(c) The name, title, and location of the official to whom assisting personnel shall report.

8. Upon receipt of a request for assistance, the officer receiving the request shall consider the circumstances in the requesting jurisdiction. The officer shall evaluate the disposition and availability of the responding jurisdiction's own resources, and the capacity of its agency to provide the requested assistance. The receiving officer who concurs in the existence of a need of law enforcement assistance within the requesting jurisdiction shall provide such assistance as is consistent with the circumstances within the requesting jurisdiction and the availability of the responding agency's own forces.

9. Nothing contained in this agreement shall compel any party hereto to respond to a request for law enforcement assistance when its own personnel are, in the opinion of the agency's principal law enforcement officer, or such officer's designee, needed or are being used within the boundaries of its own jurisdiction. No party actually providing assistance pursuant to this agreement shall be compelled to continue with such assistance if, in the opinion of the agency's principal law enforcement officer, or such officer's designee, its personnel and/or equipment are needed for other duties within its jurisdictional boundaries.

10. During the period assistance is provided, personnel of the assisting agency shall operate in the requesting jurisdiction with the same powers, rights, benefits, privileges, and

immunities as are enjoyed by the members of the requesting agency. Each officer who enters the jurisdiction of the requesting agency pursuant to this agreement is authorized to exercise the full police powers of the requesting agency's law enforcement personnel. This specifically includes the authority of law enforcement officers to make arrests. For the purposes of this agreement, it is understood that the assisting party is considered to be rendering aid once it has entered the jurisdictional boundaries of the party receiving assistance.

11. The principal law enforcement officer of any agency receiving assistance under this agreement shall be responsible for directing the activities of other officers, agents, or employees coming into his jurisdiction.

12. In accord with Virginia Code § 23-234 and the terms and definitions therein, in the event that any law enforcement agency covered by this Agreement conducts an investigation that involves a felony criminal sexual assault occurring on campus, in or on a noncampus building or property, or on public property, that agency shall notify the local attorney for the Commonwealth of such investigation within 48 hours of beginning such investigation. The parties acknowledge that such notification shall not require any of them to disclose identifying information about the victim.

13. Pursuant to Virginia Code Section 15.2-1726 in the event that a determination is made by the Sheriff, the Chief of the Police Department of the city of Harrisonburg, the James Madison University Director of Public Safety or his designee Chief of Police, that cooperation between the such Departments would be necessary or beneficial to the enforcement of laws and maintenance of peace in Rockingham County, the Sheriff, the City of Harrisonburg or James Madison University departments may form a task force of officers from such jurisdictions until such time as the Sheriff, the Chief of Police of the city of Harrisonburg, or the James Madison University Director of Public Safety, determine that the need for such a task force no longer exists. The purposes for which the Sheriff's Department and the respective Police Departments may form a task force include, but are not limited to, the following:

- (a) The investigation of any sexual offense or prostitution as contained in Article 3 of Chapter 8 of Title 18.2;
- (b) The investigation of laws assigned to control or prohibit the use or sell of controlled drugs as defined in Section 54.1-3401;
- (c) The investigation of serial rapes, murders, armed robberies, or other felonies;
- (d) Law enforcement and crowd control at special and athletic events, such as parades, sporting events, rallies, gatherings, or other such occurrences; and
- (e) The occurrence of any other event which in the opinion of the Sheriff and the Chief(s) of Police make cooperation between the Sheriff's Department and the Police Departments necessary or beneficial.

14. Subject to the terms of this agreement; and without limiting in any way the other circumstances or conditions in which mutual aid may be requested and provided under this agreement, the parties hereto agree to provide assistance to the requesting jurisdiction in situations requiring the mass processing of arrestees and transportation of the same. The parties to this document further agree to assist the requesting jurisdiction with the security and operation of temporary detention facilities.

15. Services performed and expenditures made as a result of this agreement shall be deemed conclusively to be for public and governmental purposes. As such, all of the immunities from liability

enjoyed by a signatory jurisdiction within its territorial limits shall be enjoyed by it, as well as each police officer, deputy and their principals, to the same extent when it is providing assistance outside its boundaries pursuant to this agreement when acting through its police personnel or other officers, agents or employees.

16. The law enforcement officers, agents, and employees of an assisting agency, when acting beyond its territorial limits, shall have all of the immunities from liability and exemptions from laws, ordinances and regulations and shall have all of the pension, relief, disability, workers' compensation and other benefits enjoyed by them while performing their respective duties within the territorial limits of their own jurisdiction.

17. That each party to this agreement shall waive any and all claims against other parties to this agreement which may arise from their activities outside their respective jurisdictions when acting under this agreement;

18. The parties shall not be liable to each other regarding reimbursement for injuries to personnel or damage to equipment incurred when going to or returning from another jurisdiction. The parties shall not be accountable to each other for the salaries or expenses of their personnel, vehicles, and equipment used in association with, or arising out of, the rendering of assistance pursuant to this agreement.

19. It is the intent and purpose of this mutual aid agreement that there be the fullest cooperation among the local law enforcement agencies in the greater Harrisonburg/Rockingham County area to ensure the maintenance of good order and law enforcement during an emergency situation or other law enforcement matter which requires assistance beyond the capacity of a signatory jurisdiction.

20. If any part, section, sub-section, sentence, clause, or phrase of this agreement is, for any reason, declared invalid, such decision shall not affect the validity of the remaining portions of the agreement.

21. This agreement shall remain in effect until terminated by all parties hereto upon written notice setting forth the date of such termination. Withdrawal from this agreement by one party hereto, shall be made by thirty (30) days written notice to all other parties, but shall not terminate the agreement among the remaining parties. This document shall remain with full force and effect notwithstanding the continued tenure of any of the representatives whose signatures appear hereon.

22. Throughout the duration of any response for assistance, the receiving agency shall provide for adequate radio communications with personnel of the assisting jurisdiction. This may be in the form of agency-owned radios, radio network interfacing, or use of multi-jurisdictional radio frequencies such as SIRS.

23. Any jurisdiction which received aid under this agreement shall provide for the release of assisting personnel as soon as is practicable.

24. For the purpose of providing law enforcement assistance under this agreement, the police of a state-supported institution of higher learning may be sent only to a county, city or town whose boundaries are contiguous with the county or city in which such institution is located.

25. A listing of resources available from parties signatory hereto is attached as Exhibit A and made a part of this agreement. This list will be updated on an annual basis with the information disseminated to all participating jurisdictions.

26. Any revision to this agreement, the annual updating of available resources, shall be proposed in writing. All participating jurisdictions will be provided with a copy of the proposal by the initiating agency. Within sixty (60) days of receipt, each jurisdiction will return its comments concerning agreement or disagreement with the revision to the initiating agency. All signatory jurisdictions must agree with any proposed change, and execute an appropriate revision, in order for it to be adopted. Any approved revision will be made a part of this agreement as an addendum.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

LIST OF RESOURCES: TO BE ADDED BY THE AGENCIES

CITY OF HARRISONBURG:

Date

Mayor

Date

City Manager

Date

Chief of Police

ROCKINGHAM COUNTY:

Date

Board of County Supervisors

Date

County Administrator

Date

Sheriff

JAMES MADISON UNIVERSITY:

Date

Rector of Board of Visitors

Date

President, James Madison University

Date

Director of Public Safety