

**A RESOLUTION BY THE COUNCIL OF THE
TOWN OF ABINGDON, VIRGINIA
TO ENCOURAGE SUPPORT FOR THE MUTUAL AID AND
COOPERATION AGREEMENT FOR LAW ENFORCEMENT SERVICES
BY AND BETWEEN THE TOWN OF ABINGDON, VIRGINIA
AND THE COUNTY OF WASHINGTON, VIRGINIA**

WHEREAS, the Code of Virginia, 1950, as amended, §§ 15.2-1724, 15.2-1726, 15.2-1730.1, and 15.2-1736 supports that law enforcement services of each locality better serve their citizens via the manner described in the Mutual Aid and Cooperation Agreement for Law Enforcement Services for Town of Abingdon, Virginia and Washington County, Virginia (“Agreement”), a copy of which is attached hereto and made a part hereof; and

WHEREAS, the Town and County have determined that providing emergency police aid across jurisdictional boundaries 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 use of their joint policies, forces, equipment, and materials for their mutual protection, defense, and maintenance of peace and good order as further detailed in the Agreement; and

NOW, THEREFORE, BE IT KNOWN, AGREED, AND RESOLVED that Council approves the Agreement and further authorizes the Mayor and the Chief of Police to endorse the Agreement on behalf of the Town.

TOWN OF ABINGDON, VIRGINIA

BY: Wayne Craig
Mayor Wayne Craig

The undersigned Clerk of the Town of Abingdon, Virginia (the “Town”) hereby certifies that the foregoing constitutes a true and correct copy of a resolution duly adopted at a meeting of the Council held on April 20, 2020. I hereby further certify that such meeting was a regularly scheduled meeting and that, during the consideration of the foregoing resolution a quorum was present. I further certify that the minutes of such meeting reflect the attendance of the members and the voting on the foregoing resolution was as follows:

Member	Attendance	Vote
Wayne Craig, Mayor	yes	aye
Cindy Patterson, Vice Mayor	yes	aye
Al Bradley	yes - electronic	aye
Donna Quetsch	yes	aye
Derek Webb	yes	aye

WITNESS my hand and seal of the Town of Abingdon as of April 20, 2020.
(SEAL)

Kimberly Kingsley
Kimberly Kingsley, Clerk

**MUTUAL AID AND COOPERATION AGREEMENT FOR LAW ENFORCEMENT SERVICES FOR
TOWN OF ABINGDON, VIRGINIA AND WASHINGTON COUNTY, VIRGINIA**

Pursuant to Virginia Code §§ 15.2-1724, 15.2-1726, 15.2-1730.1, and 15.2-1736 (1950, as amended), in order that law enforcement services of each locality better serve their citizens, this Mutual Aid and Cooperation Agreement for Law Enforcement Services (“Agreement”) is made this the 1st day of January, 2020, by and between the County of Washington, Virginia, the Sheriff of the County of Washington County, Virginia, the Town of Abingdon, Virginia, and the Chief of Police of the Town of Abingdon, Virginia (together, Parties or parties).

WHEREAS, the Town of Abingdon, Virginia is located fully within the County of Washington, Virginia, is a political subdivision of the Commonwealth of Virginia, and is governed by an elected Town Council and the County of Washington, Virginia is a political subdivision of the Commonwealth of Virginia, governed by an elected Board of Supervisors;

WHEREAS, Washington County does not have a county police force and the Sheriff of the County serves as the chief law enforcement officer;

WHEREAS, the parties have determined that providing emergency police aid across jurisdictional boundaries 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 use of their joint police forces, their equipment, and materials for their mutual protection, defense, and maintenance of peace and good order;

WHEREAS, County and Town (together, Localities) are members of the Southwest Virginia Regional Jail Authority, and use the jail facilities of the Southwest Virginia Regional Jail located in Washington County, Virginia (“Jail”), to house prisoners;

WHEREAS, criminal investigations often cross jurisdictional lines and the demands of emergencies and disasters, as addressed in Virginia Code § 15.2-1730.1, may require interjurisdictional law enforcement support;

WHEREAS, in light of the foregoing, the Localities are so located in relation to each other and to the Jail, that it is advantageous of each, under the circumstances herein specified, to permit law enforcement officers of the neighboring jurisdictions to provide service of civil summons, service of criminal warrants, process of arrest, and emergency support in the neighboring jurisdictions of the parties to this Agreement as if they were officers in such jurisdictions; and

WHEREAS, the parties hereto have determined that it is in the best interests of the public health, safety, and welfare that their law enforcement personnel should have the authority

pursuant to Virginia Code §§ 15.2-1724, 15.2-1726, 15.2-1730.1, and 15.2-1736 to cooperate and to request and render assistance as provided herein.

NOW THEREFORE, BE IT KNOWN AND AGREED that the governing bodies of the County and Town by proper resolutions adopted at regular meetings, at the request of, and with the agreement of the Sheriff of the County and Chief of Police of the Town, hereby approve and enter into this Agreement, and the parties hereto jointly resolve and agree with one another as follows:

Assistance in Event of Emergency, Disaster, or Other Need

1. The chief law enforcement officer of the respective parties, or the officer commanding in his or her absence, is authorized to determine the need for additional law enforcement assistance, without the necessity of deputizing officers from the other cooperating jurisdictions, when such officer determines that an emergency or other need exists. In such cases, they may participate in law enforcement activities beyond their respective jurisdiction to the extent authorized by the general laws of the Commonwealth of Virginia.

2. In the event that a determination is made that law enforcement assistance is required, the law enforcement officer authorized to act shall communicate the determination to the chief law enforcement officer or his/her then officer in command of the law enforcement agency from which assistance is requested. In the event where immediate response is required for the requesting agency said request may be made through general dispatch at the direction of the requesting officer. Such request will include the following:

- a) Name and title of the officer 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 officer to whom assisting personnel shall report.

3. Upon receipt of a request for assistance, the law enforcement officer authorized to act will provide such assistance as is consistent with the circumstances within the requesting jurisdiction and the availability of his or her own agency's forces.

4. Nothing contained in this Agreement shall compel any party hereto to respond to a request for law enforcement assistance nor shall any party providing assistance pursuant to this Agreement be compelled to continue with such assistance after such assistance was initiated.

5. 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 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. For 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. This specifically includes, but is not limited to, the following: the authority to serve civil summons; the authority to serve criminal warrants; and the authority to make arrests.

Interjurisdictional Actions

6. Further, pursuant to this Agreement, (1.) law enforcement officers of the Town of Abingdon may serve civil summons, serve criminal warrants, and make arrests within the territorial limits of Washington County when the alleged offense or civil cause of action occurred in the territorial limits of Town of Abingdon, and (2.) the officers of the Washington County Sheriff's Office may serve civil summons, serve criminal warrants, and make arrests in the territorial limits of Town of Abingdon, when the alleged offense or civil cause of action occurred within the territorial limits of Washington County, including the Towns of Abingdon, Damascus, Glade Spring, and the portion of Saltville located within Washington County.

Formation of Task Force

7. Pursuant to Virginia Code § 15.2-1726, in the event that a determination is made by the chief law enforcement officers of two or more participating jurisdictions, or either of their then acting second in command, that cooperation between both agencies would be necessary or beneficial to the enforcement of laws and maintenance of peace in their respective jurisdictions, then they may form a task force of officers from two or more jurisdictions until such time as the agency of that participating jurisdiction determines that the need for such a task force no longer exists. The purpose for which the agency of two or more participating jurisdictions may form a task force include, but is 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 sale of controlled substances as defined by Virginia Code § 54.1-3401;
- c) The investigation of serial rapes, murders, armed robberies, or other felonies;
- d) Law enforcement and crowd control at special events and athletic events, such as parades, sporting events, rallies, gatherings, or such other occurrences; or
- e) The occurrence of any other event which in the opinion of both chief law enforcement officers makes cooperation between their respective agencies necessary.

General Terms and Conditions

8. In the event of arrest or service of process by law enforcement outside their regular jurisdiction pursuant to this Agreement, the law enforcement agency of the jurisdiction where the case is to be adjudicated will be responsible for satisfaction of the requirements under Virginia Code § 19.2-390.

9. The chief 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 or her jurisdiction. The chief law enforcement officer of the agency receiving assistance shall notify the chief law enforcement officer of the assisting agency of any complaints, reports, or other instances of inappropriate, criminal, or otherwise improper conduct or act of any assisting officer promptly after receipt of such complaint, report, or other instance.

10. Each agency shall bear any liability arising from acts undertaken by the personnel of that office pursuant to this Agreement. All of the privileges and immunities from liability, exemption from laws, ordinances, and rules, and all pension, insurance, relief, disability, worker's compensation, salary, death and other benefits, which apply to the activity of such officers, agents, or employees of either agency, when performing their respective functions within the territorial limits of their respective public agencies shall apply to them to the same degree, manner, and extent as if they were within their territorial limits while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this Agreement.

11. Each agency shall provide satisfactory proof of law enforcement professional liability insurance, including public liability insurance in the minimum amount of ONE MILLION DOLLARS (\$1,000,000.00). Each agency shall maintain worker's compensation insurance in the statutorily required amount for any person acting under and covered by this Agreement. Should the coverage of such insurance required by this Agreement of either agency be canceled or materially changed, then that agency shall notify the other agency of such cancellation or change in writing within fifteen (15) calendar days of that agency's receipt of notice of such cancellation or material change. Each party shall notify its insurance carriers of this Agreement.

12. Whenever the law enforcement officer, agent, or other employee acts pursuant to this Agreement outside of their normal jurisdiction, pursuant to the authority contained herein, or under any other written agreement subsequent to signing of this Agreement, or any supplement or addition hereto, such persons shall have the same authorities, powers, rights, benefits, privileges, and immunities as if they were performing their duties in the territorial jurisdiction of which they are employed, appointed, or elected.

13. It is the intent and purpose of this Agreement that there be the fullest cooperation among the agencies to ensure the maintenance of good order and law enforcement during an

emergency situation or other law enforcement matter which requires interjurisdictional law enforcement activity pursuant to this Agreement.

14. 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 this Agreement.

15. This Agreement shall be in effect from January 1, 2020 through and including December 31, 2023, and shall extend thereafter until replaced by a subsequent written agreement or until terminated by written notice as provided in this paragraph. Each party to this Agreement may terminate this Agreement upon fifteen (15) days advance written notice to the other parties. This Agreement shall bind the localities indicated herein and the chief law enforcement officer for such localities regardless of changes in administration, subject to the right to terminate as set forth in this paragraph.

16. This Agreement is subject to modification only by written agreement signed by all parties hereto. Any such modification shall be made a part of this Agreement as an addendum.

17. This Agreement may be signed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written below:

Executed pursuant to a resolution of the Council of the Town of Abingdon at its regular meeting on the 20th day of April, 2020.

TOWN OF ABINGDON, VIRGINIA

Wayne Craig
Wayne Craig, Mayor

TOWN OF ABINGDON, VIRGINIA, POLICE

Phillip A. Sullivan
Phillip A. Sullivan, Chief of Police

Executed pursuant to a resolution of the Washington County Board of Supervisors at its regular meeting on the ___ day of _____ 2020.

COUNTY OF WASHINGTON, VIRGINIA

Dwayne Ball, Chairman
Washington County Board of Supervisors

COUNTY OF WASHINGTON, VIRGINIA SHERIFF

Blake Andis, Sheriff
Washington County, Virginia