

INTRODUCED: November 30, 2017

AN ORDINANCE No. 2017-239

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Law Enforcement Mutual Aid Agreement between the City of Richmond, Virginia, and the Division of Capitol Police for the purpose of establishing cooperation between the City's Department of Police and the Commonwealth of Virginia's Division of Capitol Police in the furnishing of certain law enforcement services.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: DEC 7 2017 AT 12 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute a Law Enforcement Mutual Aid Agreement between the City of Richmond, Virginia, and the Division of Capitol Police for the purpose of establishing cooperation between the City's Department of Police and the Commonwealth of Virginia's Division of Capitol Police in the furnishing of certain law enforcement services. The Law

AYES: 5 NOES: 0 ABSTAIN: _____

ADOPTED: DEC 7 2017 REJECTED: _____ STRICKEN: _____

Enforcement Mutual Aid Agreement shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

§ 2. This ordinance shall be in force and effect upon adoption.



CITY OF RICHMOND
INTRACITY CORRESPONDENCE

RECEIVED
NOV 29 2017
OFFICE OF CITY ATTORNEY

O&R REQUEST

DATE: November 29, 2017

EDITION: 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor [Handwritten signature and note: 'at request of Mayor Stoney']

THROUGH: Selena Cuffee-Glenn, Chief Administrative Officer [Handwritten initials]

FROM: David M. Mitchell, Esq., on behalf of Alfred Durham, Chief of Police [Handwritten signature]

RE: POLICE MUTUAL AID AGREEMENT - CAPITOL POLICE

ORD. OR RES. No. _____

PURPOSE:

To authorize the Chief Administrative Officer to execute, on behalf of the City of Richmond, a Law Enforcement Mutual Aid Agreement to formally establish cooperation between the law enforcement agencies of the City of Richmond, Virginia, and the Division of Capitol Police.

REASON:

The Code of the Commonwealth of Virginia Sections 15.2-1724 and 15.2-1726 authorize the governing bodies of localities and the Division of Capitol Police to enter into Police Mutual Aid Agreements for cooperation in furnishing of certain police services. The City of Richmond and the Division of State Police concur to execute an agreement, pursuant to this authority, as it is deemed mutually beneficial to each jurisdiction.

RECOMMENDATION:

The City Administration recommends adoption of this ordinance.

BACKGROUND:

The City of Richmond and the Division of Capitol Police have determined that the provision of law enforcement aid between the parties will increase the ability to preserve the safety and welfare of the entire area.

As such, the parties, pursuant to this Agreement, will endeavor to provide reciprocal law enforcement support within the capabilities available at the time the request is made and with the terms of the Agreement.

The parties also recognize that they are each fully capable of independently providing services to adequately serve their respective (and concurrent) jurisdictions. This Agreement further enhances each of the parties involved ability to do so.

COST TO CITY: None

FISCAL IMPLICATIONS:

No party to this Agreement shall be liable to the other party for any loss or damage to equipment or the personal injury or death of law enforcement personnel resulting from the performance of this Agreement.

BUDGET AMENDMENT NECESSARY: No

REVENUE TO CITY: None

DESIRED EFFECTIVE DATE: Upon adoption

REQUESTED INTRODUCTION DATE: November 30, 2017

CITY COUNCIL PUBLIC HEARING DATE: December 7, 2017

REQUESTED AGENDA: Consent Agenda

RECOMMENDED COUNCIL COMMITTEE: Organizational Development

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None

AFFECTED AGENCIES: The City of Richmond Police Department

RELATIONSHIP TO EXISTING ORD. OR RES.: None

REQUIRED CHANGES TO WORK PROGRAM(S): None

ATTACHMENTS:

Law Enforcement Mutual Aid Agreement between the City of Richmond and the Division of Capitol Police

O&R Request

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STAFF:

David Mitchell, Esq.
Office of General Counsel
Richmond Police Department
804-646-4467

LAW ENFORCEMENT MUTUAL AID AGREEMENT

This AGREEMENT is made this ___ day of December, 2017, by and between and among the Division of Capitol Police, and the CITY OF RICHMOND, VIRGINIA (each, individually a "party" and collectively the "parties").

WHEREAS, Code of Virginia §§ 15.2-1724 and 15.2-1726 authorize localities and the Division of Capitol Police to assist each other and to enter into reciprocal agreements for cooperation in the furnishing of certain law enforcement services; and

WHEREAS, the DIVISION OF CAPITOL POLICE and the CITY OF RICHMOND have determined that the provision of law enforcement aid between the parties will increase the ability to preserve life safety, protect property, preserve public order, and advance the welfare of citizens of the City of Richmond; and

WHEREAS, it is deemed to be mutually beneficial to each party to enter into an agreement concerning mutual aid with regard to law enforcement; and

WHEREAS, the parties desire that the terms and conditions of law enforcement mutual aid be established.

WITNESSETH

That for and in consideration of the mutual benefits to be derived by the DIVISION OF CAPITOL POLICE and the CITY OF RICHMOND from a Law Enforcement Mutual Aid Agreement ("Agreement"), the DIVISION OF CAPITOL POLICE and the CITY OF RICHMOND covenant and each agree with the other, pursuant to proper governing body action approved by each party, as follows:

LAW ENFORCEMENT MUTUAL AID AGREEMENT

1. The parties will endeavor to provide reciprocal law enforcement support within the capabilities available at the time the request is made and within the terms of this Agreement.
2. No party to this Agreement shall be liable to the other party 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 outside the jurisdictional boundaries of the parties, or for expenses arising out of assistance provided pursuant to this Agreement, unless otherwise mutually agreed upon by the parties.
3. Requests for assistance pursuant to the terms and conditions of this Agreement shall be made to and authorized by the Chief of Police from whom assistance is sought or, in his or her absence or incapacitation, any member of his or her command staff. Such requests may be made in person or by electronic means, provided that the identity of the requestor is verified if electronic means are used.
4. The personnel of the requested party shall report to and render assistance under the direction of the Chief of Police of the requesting party, except that the ultimate control of the personnel of any party rendering assistance shall rest with the officers or supervisors of such personnel.
5. The parties shall be responsible for maintaining a radio communications system for use by the requested party. Use of the Statewide Interdepartmental Radio System ("SIRS") or other region-wide communications channel or system, including but not limited to the Statewide Agencies Radio System ("STARS"), as a link between the communications or dispatch centers of each party shall constitute fulfillment of this requirement. Any Computer Aided Dispatch (CAD) events that generate multi-agency responses may include the dispatch of resources of the Richmond Police Department, the Richmond Fire Department, the Richmond Ambulance Authority, and the Division of Capitol Police. The City will administer the response plans that

LAW ENFORCEMENT MUTUAL AID AGREEMENT

require a dual or multi-agency response as mutually agreed upon by the City and the Division of Capitol Police.

6. The services performed and expenditures made pursuant to this Agreement shall be deemed to be for public and governmental purposes, and all immunities from liability enjoyed by the parties, their agents and employees within their respective jurisdictions shall extend to participation in rendering assistance pursuant to this Agreement. It is understood that for the purpose of this Agreement, the personnel of the responding parties are rendering aid once they have been dispatched at the request of the party receiving assistance.
7. Officers responding to this Agreement shall have all necessary authority to enforce the laws of the Commonwealth of Virginia and to perform the other duties of a law enforcement officer. Such authority and all actions pursuant to this Agreement shall be in conformance with the Code of Virginia §§ 15.2-1724 and 15.2-1726, including future amendments, and all other applicable laws and regulations.
8. This Agreement shall be effective from the date of execution, until terminated by either the Chief Administrative Officer of the CITY OF RICHMOND or the Chief of the Division of Capitol Police, giving thirty (30) days prior written notice of termination to the other.
9. Any notice required by this Agreement shall be deemed effective if given by registered or certified mail, return receipt requested, or by other receipted delivery, to the other party at its regular address of record.

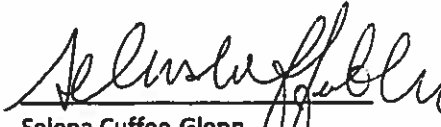
<<<<ENDORSEMENTS ON FOLLOWING PAGE>>>>

LAW ENFORCEMENT MUTUAL AID AGREEMENT

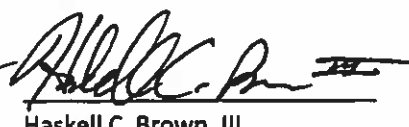
The signatures of the parties are set out below in acknowledgement of this Agreement:

SEEN AND AGREED:

APPROVED AS TO FORM:



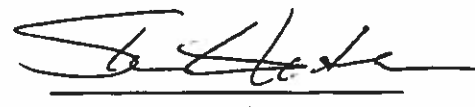
Selena Cuffee-Glenn
Chief Administrative Officer
City of Richmond, Virginia



Haskell C. Brown, III
Deputy City Attorney
City of Richmond, Virginia



Col. Alfred Durham
Chief of Police
City of Richmond, Virginia



Captain Steven Witmer
Senior Legal Specialist
Division of Capitol Police



Col. Anthony Pike
Chief of Police
Division of Capitol Police