

Public Law 104-181
104th Congress

Joint Resolution

Granting the consent of Congress to the Mutual Aid Agreement between the city of Bristol, Virginia, and the city of Bristol, Tennessee.

Aug. 6, 1996

[H.J. Res. 166]

Resolved by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. CONGRESSIONAL CONSENT.

The Congress consents to the Mutual Aid Agreement entered into between the city of Bristol, Virginia, and the city of Bristol, Tennessee. The agreement reads as follows:

“THIS MUTUAL AID AGREEMENT, made and entered into by and between the CITY OF BRISTOL VIRGINIA, a municipality incorporated under the laws of the Commonwealth of Virginia (hereinafter ‘Bristol Virginia’); and the CITY OF BRISTOL TENNESSEE, a municipality incorporated under the laws of the State of Tennessee (hereinafter ‘Bristol Tennessee’).

“WITNESSETH:

“WHEREAS, Section 15.1-131 of the Code of Virginia and Sections 6-54-307 and 12-9-101 et seq. of the Tennessee Code Annotated authorize Bristol Virginia and Bristol Tennessee to enter into an agreement providing for mutual law enforcement assistance;

“WHEREAS, the two cities desire to avail themselves of the authority conferred by these respective laws;

“WHEREAS, it is the intention of the two cities to enter into mutual assistance commitments with a pre-determined plan by which each city might render aid to the other in case of need, or in case of an emergency which demands law enforcement services to a degree beyond the existing capabilities of either city; and,

“WHEREAS, it is in the public interest of each city to enter into an agreement for mutual assistance in law enforcement to assure adequate protection for each city.

“NOW, THEREFORE, for and in consideration of the mutual promises and the benefits to be derived therefrom, the City of Bristol Virginia and the City of Bristol Tennessee agree as follows:

“1. Each city will respond to calls for law enforcement assistance by the other city only upon request for such assistance made by the senior law enforcement officer on duty for the requesting city, or his designee, in accordance with the terms of this Agreement. All requests for law enforcement assistance shall be directed to the senior law enforcement officer on duty for the city from which aid is requested.

"2. Upon request for law enforcement assistance as provided in Paragraph 1, the senior law enforcement officer on duty in the responding city will authorize a response as follows:

"a. The responding city will attempt to provide at least the following personnel and equipment in response to the request:

"(1) A minimum response of one vehicle and one person.

"(2) A maximum response of fifty percent (50%) of available personnel and resources.

"b. The response will be determined by the severity of the circumstances in the requesting city which prompted such request as determined by the senior law enforcement officer on duty in the responding city after discussion with the senior law enforcement officer on duty in the requesting city. Any decision reached by such senior officer of the responding city as to such response shall be final.

"c. If an emergency exists in the responding city at the time the request is made, or if such an emergency occurs during the course of responding to a request under this Agreement, and if the senior law enforcement officer on duty in the responding city reasonably determines, after a consideration of the severity of the emergency in his jurisdiction, that the responding city cannot comply with the minimal requirements under this Agreement without endangering life or incurring significant property damage in his city, or both, he may choose to use all equipment and personnel in his own jurisdiction. In such event, such officer of the responding city shall immediately attempt to inform the senior law enforcement officer on duty in the requesting city of his decision.

"3. The city which requests mutual aid under this Agreement shall not be deemed liable or responsible for the equipment and other personal property of personnel of the responding city which might be lost, stolen or damaged during the course of responding under the terms of this Agreement.

"4. The city responding to a request for mutual aid under this Agreement assumes all liabilities and responsibility as between the two cities for damage to its own equipment and other personal property. The responding city also assumes all liability and responsibility, as between the two cities, for any damage caused by its own equipment and/or the negligence of its personnel occurring outside the jurisdiction of the requesting city while en route thereto pursuant to a request for assistance under this Agreement, or while returning therefrom.

"5. The city responding under this Agreement assumes no responsibility or liability for damage to property or injury to any person that may occur due to actions taken in responding under this Agreement; all such liability and responsibility shall rest solely with the city requesting such aid and within which boundaries the property exists or the incident occurs, and the requesting party hereby assumes all of such liability and responsibility.

"6. Each city hereby waives any and all claims against the other city which may arise out of their activities in the other city's jurisdiction under this Agreement. To the extent permitted by law, the city requesting assistance under this

Agreement shall indemnify and hold harmless the responding city (and its officers, agents and employees) from any and all claims by third parties for property damage or personal injury which may arise out of the activities of the responding city within the jurisdiction of the requesting city under this Agreement.

"7. The city responding to a request for assistance under this Agreement assumes no responsibility or liability for damage to property or injury to any person that may occur within the jurisdiction of the requesting city due to actions taken in responding under this Agreement. In accordance with Section 15.1-131 of the Code of Virginia and Section 29-20-107(f) of the Tennessee Code Annotated, all personnel of the responding city shall, during such time as they providing assistance in the requesting city under this Agreement, be deemed to be employees of the requesting city for tort liability purposes.

"8. No compensation will be due or paid by either city for mutual aid law enforcement assistance rendered under this Agreement.

"9. Except as provided in Paragraph 7 of this Agreement, neither city will make any claim for compensation against the other city for any loss, damage or personal injury which may occur as a result of law enforcement assistance rendered under this Agreement, and all such rights or claims are hereby expressly waived.

"10. When law enforcement assistance is rendered under this Agreement, the senior law enforcement officer on duty in the requesting city shall in all instances be in command as to strategy, tactics and overall direction of the operations. All orders or directions regarding the operations of the responding party shall be relayed to the senior law enforcement officer in command of the responding city.

"11. Either city may terminate this Agreement upon sixty (60) days' written notice to the other city.

"12. This Agreement shall take effect upon its execution by the Mayor and Chief of Police for each city after approval of the City Council of each city, and upon its approval by the Congress of the United States as provided in Section 15.1-131 of the Code of Virginia. Each city will promptly submit this Agreement to its respective Congressman and Senators for submission to the Congress."

Effective date.

SEC. 2. RIGHT TO ALTER, AMEND, OR REPEAL.

The right to alter, amend, or repeal this joint resolution is hereby expressly reserved by the Congress. The consent granted by this joint resolution shall not be construed as impairing or in any manner affecting any right or jurisdiction of the United States in and over the region which forms the subject of the agreement.

SEC. 3. CONSTRUCTION AND SEVERABILITY.

It is intended that the provisions of this agreement shall be reasonably and liberally construed to effectuate the purposes thereof. If any part or application of this agreement, or legislation enabling the agreement, is held invalid, the remainder of the agreement or its application to other situations or persons shall not be affected.

Approved August 6, 1996.

LEGISLATIVE HISTORY—H.J. Res. 166:

HOUSE REPORTS: No. 104-705 (Comm. on the Judiciary).

CONGRESSIONAL RECORD, Vol. 142 (1996):

July 29, considered and passed House.

July 31, considered and passed Senate.