

104TH CONGRESS  
2D SESSION

# H. J. RES. 166

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

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## IN THE HOUSE OF REPRESENTATIVES

MARCH 21, 1996

Mr. BOUCHER (for himself and Mr. QUILLEN) introduced the following joint resolution; which was referred to the Committee on the Judiciary

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## JOINT RESOLUTION

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

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

3        **SECTION 1. CONGRESSIONAL CONSENT.**

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

7        “THIS MUTUAL AID AGREEMENT, made and  
8 entered into by and between the CITY OF BRISTOL  
9 VIRGINIA, a municipality incorporated under the laws of  
10 the Commonwealth of Virginia (hereinafter ‘Bristol Vir-

1 ginia’); and the CITY OF BRISTOL TENNESSEE, a  
2 municipality incorporated under the laws of the State of  
3 Tennessee (hereinafter ‘Bristol Tennessee’).

4 “WITNESSETH:

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

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

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

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

21 “NOW, THEREFORE, for and in consideration of  
22 the mutual promises and the benefits to be derived there-  
23 from, the City of Bristol Virginia and the City of Bristol  
24 Tennessee agree as follows:

1           “1. Each city will respond to calls for law en-  
2           forcement assistance by the other city only upon re-  
3           quest for such assistance made by the senior law en-  
4           forcement officer on duty for the requesting city, or  
5           his designee, in accordance with the terms of this  
6           Agreement. All requests for law enforcement assist-  
7           ance shall be directed to the senior law enforcement  
8           officer on duty for the city from which aid is re-  
9           quested.

10           “2. Upon request for law enforcement assist-  
11           ance as provided in Paragraph 1, the senior law en-  
12           forcement officer on duty in the responding city will  
13           authorize a response as follows:

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

17           ““(1) A minimum response of one vehi-  
18           cle and one person.

19           ““(2) A maximum response of fifty  
20           percent (50%) of available personnel and  
21           resources.

22           “b. The response will be determined by the  
23           severity of the circumstances in the requesting  
24           city which prompted such request as determined  
25           by the senior law enforcement officer on duty in

1 the responding city after discussion with the  
2 senior law enforcement officer on duty in the  
3 requesting city. Any decision reached by such  
4 senior officer of the responding city as to such  
5 response shall be final.

6 “c. If an emergency exists in the respond-  
7 ing city at the time the request is made, or if  
8 such an emergency occurs during the course of  
9 responding to a request under this Agreement,  
10 and if the senior law enforcement officer on  
11 duty in the responding city reasonably deter-  
12 mines, after a consideration of the severity of  
13 the emergency in his jurisdiction, that the re-  
14 sponding city cannot comply with the minimal  
15 requirements under this Agreement without en-  
16 dangering life or incurring significant property  
17 damage in his city, or both, he may choose to  
18 use all equipment and personnel in his own ju-  
19 risdiction. In such event, such officer of the re-  
20 sponding city shall immediately attempt to in-  
21 form the senior law enforcement officer on duty  
22 in the requesting city of his decision.

23 “3. The city which requests mutual aid under  
24 this Agreement shall not be deemed liable or respon-  
25 sible for the equipment and other personal property

1 of personnel of the responding city which might be  
2 lost, stolen or damaged during the course of re-  
3 sponding under the terms of this Agreement.

4 “4. The city responding to a request for mutual  
5 aid under this Agreement assumes all liabilities and  
6 responsibility as between the two cities for damage  
7 to its own equipment and other personal property.  
8 The responding city also assumes all liability and re-  
9 sponsibility, as between the two cities, for any dam-  
10 age caused by its own equipment and/or the neg-  
11 ligence of its personnel occurring outside the juris-  
12 diction of the requesting city while en route thereto  
13 pursuant to a request for assistance under this  
14 Agreement, or while returning therefrom.

15 “5. The city responding under this Agreement  
16 assumes no responsibility or liability for damage to  
17 property or injury to any person that may occur due  
18 to actions taken in responding under this Agree-  
19 ment; all such liability and responsibility shall rest  
20 solely with the city requesting such aid and within  
21 which boundaries the property exists or the incident  
22 occurs, and the requesting party hereby assumes all  
23 of such liability and responsibility.

24 “6. Each city hereby waives any and all claims  
25 against the other city which may arise out of their

1 activities in the other city’s jurisdiction under this  
2 Agreement. To the extent permitted by law, the city  
3 requesting assistance under this Agreement shall in-  
4 demnify and hold harmless the responding city (and  
5 its officers, agents and employees) from any and all  
6 claims by third parties for property damage or per-  
7 sonal injury which may arise out of the activities of  
8 the responding city within the jurisdiction of the re-  
9 questing city under this Agreement.

10 “7. The city responding to a request for assist-  
11 ance under this Agreement assumes no responsibility  
12 or liability for damage to property or injury to any  
13 person that may occur within the jurisdiction of the  
14 requesting city due to actions taken in responding  
15 under this Agreement. In accordance with Section  
16 15.1–131 of the Code of Virginia and Section 29–  
17 20–107(f) of the Tennessee Code Annotated, all per-  
18 sonnel of the responding city shall, during such time  
19 as they providing assistance in the requesting city  
20 under this Agreement, be deemed to be employees of  
21 the requesting city for tort liability purposes.

22 “8. No compensation will be due or paid by ei-  
23 ther city for mutual aid law enforcement assistance  
24 rendered under this Agreement.

1           “9. Except as provided in Paragraph 7 of this  
2 Agreement, neither city will make any claim for  
3 compensation against the other city for any loss,  
4 damage or personal injury which may occur as a re-  
5 sult of law enforcement assistance rendered under  
6 this Agreement, and all such rights or claims are  
7 hereby expressly waived.

8           “10. When law enforcement assistance is ren-  
9 dered under this Agreement, the senior law enforce-  
10 ment officer on duty in the requesting city shall in  
11 all instances be in command as to strategy, tactics  
12 and overall direction of the operations. All orders or  
13 directions regarding the operations of the responding  
14 party shall be relayed to the senior law enforcement  
15 officer in command of the responding city.

16           “11. Either city may terminate this Agreement  
17 upon sixty (60) days’ written notice to the other  
18 city.

19           “12. This Agreement shall take effect upon its  
20 execution by the Mayor and Chief of Police for each  
21 city after approval of the City Council of each city,  
22 and upon its approval by the Congress of the United  
23 States as provided in Section 15.1–131 of the Code  
24 Of Virginia. Each city will promptly submit this

1 Agreement to its respective Congressman and Sen-  
2 ators for submission to the Congress.”.

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

4 The right to alter, amend, or repeal this joint resolu-  
5 tion is hereby expressly reserved by the Congress. The con-  
6 sent granted by this joint resolution shall not be construed  
7 as impairing or in any manner affecting any right or juris-  
8 diction of the United States in and over the region which  
9 forms the subject of the agreement.

10 **SEC. 3. CONSTRUCTION AND SEVERABILITY.**

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

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