

104TH CONGRESS
2D SESSION

H. J. RES. 166

IN THE SENATE OF THE UNITED STATES

JULY 31, 1996

Received

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,*

1 **SECTION 1. CONGRESSIONAL CONSENT.**

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

5 “THIS MUTUAL AID AGREEMENT, made and
6 entered into by and between the CITY OF BRISTOL
7 VIRGINIA, a municipality incorporated under the laws of
8 the Commonwealth of Virginia (hereinafter ‘Bristol Vir-
9 ginia’); and the CITY OF BRISTOL TENNESSEE, a
10 municipality incorporated under the laws of the State of
11 Tennessee (hereinafter ‘Bristol Tennessee’).

12 “WITNESSETH:

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

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

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

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

4 “NOW, THEREFORE, for and in consideration of
5 the mutual promises and the benefits to be derived there-
6 from, the City of Bristol Virginia and the City of Bristol
7 Tennessee agree as follows:

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

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

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

24 “(1) A minimum response of one vehi-
25 cle and one person.

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

4 “b. The response will be determined by the
5 severity of the circumstances in the requesting
6 city which prompted such request as determined
7 by the senior law enforcement officer on duty in
8 the responding city after discussion with the
9 senior law enforcement officer on duty in the
10 requesting city. Any decision reached by such
11 senior officer of the responding city as to such
12 response shall be final.

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

1 jurisdiction. In such event, such officer of the re-
2 sponding city shall immediately attempt to in-
3 form the senior law enforcement officer on duty
4 in the requesting city of his decision.

5 “3. The city which requests mutual aid under
6 this Agreement shall not be deemed liable or respon-
7 sible for the equipment and other personal property
8 of personnel of the responding city which might be
9 lost, stolen or damaged during the course of re-
10 sponding under the terms of this Agreement.

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

22 “5. The city responding under this Agreement
23 assumes no responsibility or liability for damage to
24 property or injury to any person that may occur due
25 to actions taken in responding under this Agree-

1 ment; all such liability and responsibility shall rest
2 solely with the city requesting such aid and within
3 which boundaries the property exists or the incident
4 occurs, and the requesting party hereby assumes all
5 of such liability and responsibility.

6 “6. Each city hereby waives any and all claims
7 against the other city which may arise out of their
8 activities in the other city’s jurisdiction under this
9 Agreement. To the extent permitted by law, the city
10 requesting assistance under this Agreement shall in-
11 demnify and hold harmless the responding city (and
12 its officers, agents and employees) from any and all
13 claims by third parties for property damage or per-
14 sonal injury which may arise out of the activities of
15 the responding city within the jurisdiction of the re-
16 questing city under this Agreement.

17 “7. The city responding to a request for assist-
18 ance under this Agreement assumes no responsibility
19 or liability for damage to property or injury to any
20 person that may occur within the jurisdiction of the
21 requesting city due to actions taken in responding
22 under this Agreement. In accordance with Section
23 15.1–131 of the Code of Virginia and Section 29–
24 20–107(f) of the Tennessee Code Annotated, all per-
25 sonnel of the responding city shall, during such time

1 as they providing assistance in the requesting city
2 under this Agreement, be deemed to be employees of
3 the requesting city for tort liability purposes.

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

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

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

22 “11. Either city may terminate this Agreement
23 upon sixty (60) days’ written notice to the other
24 city.

1 “12. This Agreement shall take effect upon its
 2 execution by the Mayor and Chief of Police for each
 3 city after approval of the City Council of each city,
 4 and upon its approval by the Congress of the United
 5 States as provided in Section 15.1–131 of the Code
 6 of Virginia. Each city will promptly submit this
 7 Agreement to its respective Congressman and Sen-
 8 ators for submission to the Congress.”.

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

10 The right to alter, amend, or repeal this joint resolu-
 11 tion is hereby expressly reserved by the Congress. The con-
 12 sent granted by this joint resolution shall not be construed
 13 as impairing or in any manner affecting any right or juris-
 14 diction of the United States in and over the region which
 15 forms the subject of the agreement.

16 **SEC. 3. CONSTRUCTION AND SEVERABILITY.**

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

 Passed the House of Representatives July 29, 1996.

Attest:

ROBIN H. CARLE,

Clerk.