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|--|---|--|---------------------------------------|--|
|  <b>City of Norfolk</b> | <b>Administrative General Order - 125</b> |  | <b>Jurisdiction – City of Norfolk</b> |  |
|  | <b>Department of Police General Order</b> |  |                                       |  |
|  | <b>CALEA:</b>                             | 2.1.1,.2                                       |                                       |  |
| <b>VLEPSC:</b>   | ADM.13.01                                 |  |                                       |  |
| <b>LEGAL REVIEW DATE:</b>  | 8-20-2012                                 | <b>PRESCRIBED DATE:</b>                        | 9-7-2012                              |  |
| <b>City Attorney:</b>  | <i>James E. Cloud</i>                     | <b>City Manager/Director of Public Safety:</b> | <i>Maureen Dan</i>                    |  |
| <b>APPROVED BY THE AUTHORITY OF THE CHIEF OF POLICE:</b>   |   | <i>[Signature]</i>                             |                                       |  |

Office of Preparation: Strategic Management Division / acb

**Purpose**

The purpose of this order is to identify the City of Norfolk's jurisdiction and its jurisdictional relationship with regional cities, local military facilities, government agencies, Norfolk State University and Old Dominion University.

**Policy**

The Norfolk Department of Police recognizes that areas within and abutted to the city boundaries, shall be enforced by law. The concurrent and proprietary jurisdictions are set forth and will be adhered to in order to enforce the laws, as agreed upon, within the discussed areas.

**Supersedes:**

1. G.O. ADM-125, dated December 29, 2010
2. Any previously issued directive conflicting with this order

**Order Contents:**

- I. City of Norfolk Boundaries and Jurisdiction
- II. Harbor Patrol Area of Operation
- III. Law Enforcement Mutual Aid Agreement
- IV. Proprietary Jurisdiction
- V. Concurrent Jurisdiction of Sewells Point Complex
- VI. Concurrent Jurisdiction with Norfolk State University
- VII. Concurrent Jurisdiction with Old Dominion University
- VIII. Concurrent Jurisdiction with Federal Government
- IX. Concurrent Jurisdiction with the Virginia Port Authority
- X. Concurrent Jurisdiction with the Eastern Virginia Medical School

I. City of Norfolk Boundaries and Jurisdiction (CALEA 2.1.1,2)

- A. The boundaries of the City of Norfolk are shown on the attached map (Attachment A). As a basic rule, the City's criminal jurisdiction extends to the city boundaries, and includes the water area within the line drawn from Ocean View, south through the Elizabeth River, until it connects with the land boundary in South Norfolk. The provisions of Section 15.2-3105, Code of Virginia, 1950, as amended, where applicable, extends the boundaries shown on the attached map to embrace all wharves, piers, docks and other structures, erected along the waterfront and extending into the Chesapeake Bay.
- B. The following exceptions extend such jurisdiction:
1. When in close pursuit of a fleeing person as provided in Section 19.2-77, Code of Virginia, 1950 as amended.
  2. The Norfolk City Charter provision that the courts of the City shall have concurrent jurisdiction with the courts of the City of Chesapeake or the City of Portsmouth over the Elizabeth River and its tributaries lying between the City of Norfolk and the cities of Chesapeake or Portsmouth, subject in each case only to the maritime and admiralty jurisdiction of the United States.
  3. Other provisions of law may expand the City's and its officers' law enforcement authority beyond the terms of this Order and the Mutual Aid Agreement, for specific law enforcement activities. Officers called upon to act as law enforcement officers outside the jurisdictions signatory to the Mutual Aid Agreement shall satisfy themselves as to the legal basis of such exercises of jurisdiction by consulting their supervisors. Supervisors shall if necessary seek legal counsel from the City Attorney or the Commonwealth Attorney, as appropriate.

II. Harbor Patrol Area of Operation

The Harbor Patrol of the Norfolk Department of Police routinely responds to areas at the outskirts of the boundaries of the city and within the areas of others that fall under the ownership of the city that include the following:

- A. The routine patrol area for the police boats includes the eastern branch of the Elizabeth River from the Military Highway Bridge to and including the channel off the Norfolk Naval Station in Hampton Roads, and the entrance reach channel to Buoy #1. From there by Buoys #25 and #23 to Thimble Shoal Light House and down Thimble Shoal Channel to Buoy #13, then straight into Little Creek Harbor.
- B. The patrol area includes the southern branch of the Elizabeth River south to the Norfolk city line and all lakes owned by the City of Norfolk.

III. Law Enforcement Mutual Aid Agreement (VLEPSC ADM.13.01)

- A. The City of Norfolk and a number of other nearby cities, counties and sheriffs have entered into an agreement providing for mutual aid and cooperation with regard to law enforcement, pursuant to Section 15.2-1726, Code of Virginia, 1950, as amended.
- B. The Law Enforcement Mutual Aid Agreement among these parties is attached to this order and is maintained in the Strategic Management Division (SMD). It is the responsibility of all sworn personnel to be familiar with the Agreement and what jurisdictions are parties to it.
- C. Certain situations, **not** involving the provision of a specific mutual aid request from one of the signatories to this agreement, will permit Norfolk law enforcement officers to exercise their police powers while **on duty**.
  - 1. law enforcement officers may enter a signatory's jurisdiction in furtherance of law enforcement purposes, concerning any offense in which the entering jurisdiction may have a valid interest.
  - 2. the entering law enforcement officers shall, as soon as practical, make such presence known to the Chief of Police or Sheriff of the entered jurisdiction, or his designated representative.
- D. While **off duty**, law enforcement officers who might be casually present in the jurisdiction of one of the signatories of this Mutual Aid Agreement shall have the power to apprehend and make arrests only in such instances wherein an apparent, immediate threat to public safety precludes the option of deferring action to the local law enforcement agency. Absent the justification of an immediate threat such action will be viewed as that of a private citizen.
- E. In jurisdictions other than those listed in the Mutual Aid Agreement, officers generally have no more (or less) power than an ordinary citizen. A private citizen may make an arrest when a felony has actually been committed, and the citizen has reasonable grounds for believing that the person arrested had committed the crime. If you make such a 'citizen arrest', you are acting as a private citizen, not as a Norfolk police officer. If you are injured in the course of making such a citizen's arrest, you may not be covered by the City's Workers Compensation program, and if you are sued as a result of such a citizen's arrest, you may not be entitled to a defense or coverage of a lawsuit under Section 2-155 of the City Code.

IV. Proprietary Jurisdiction

- A. The Norfolk Department of Police has proprietary jurisdiction (the same rights as on private property) over all United States Postal Service property located in the City of Norfolk.

- B. Police units are to patrol and observe postal grounds and especially postal lobbies open twenty-four hours a day to protect citizens and property. This includes enforcing handicapped parking laws.
- C. Other enforcement matters regarding postal property should be coordinated with the Postal Inspector at the General Mail Facility on Church Street.
- D. The Norfolk Department of Police has proprietary jurisdiction over the buildings listed in Attachment B that are leased/owned by the U.S. Government Services Administration. The Security Officer for each location is included.

V. Concurrent Jurisdiction of Sewells Point Complex

- A. The United States Government and the Commonwealth of Virginia have ceded to each other concurrent jurisdiction over the lands generally described as the Sewells Point Complex. Sewells Point Complex is the area of the City bounded on the north by Willoughby Bay, continuing along Staten St.; on the east by 4th View St., Hampton Beltway, West Government Ave., Garret Ave., Ridgewell Ave., First View St., West Bay Ave., Albermarle Dr., Mason Creek, and Hampton Beltway; on the south by I-564, and International Terminal Blvd.; on the west by Railroad Ave., Baker St., Hampton Blvd., Woodview Ave., Naval Air Station Drainage Field, 90th St., D Ave. and the Elizabeth River.
- B. The February 18, 2003 Memorandum of Understanding between the Commander, Navy Region, Mid-Atlantic (COMNAVREG MIDLANT) and the City of Norfolk includes the following:
  - 1. The City will provide child protective services and other juvenile services in the Sewells Point Complex in the same manner and same degree that such services are provided for other citizens of the City. In general, only cases involving juveniles or cases of spouse or child abuse normally referred by the City to Human Services agencies will be referred to the Juvenile and Domestic Relations Court.
  - 2. No changes will be made with respect to police, fire protection, paramedical and other emergency response services unless the parties mutually agree otherwise.
  - 3. Persons living and working on the property covered by this understanding will call Naval Base Police and Fire Departments for assistance as required. However, should Norfolk Police be called or be in hot pursuit of a fleeing suspect, the Base Police will not interfere with the Norfolk Police and will render all aid necessary and proper for the resolution of the problem at hand. Norfolk Police officers will not board naval vessels at any time to make an arrest. The Base Police or the federal agency apprehending an offender will turn that offender over to the United

States Attorney for prosecution. The United States Attorney will decide whether to prosecute in Federal or State courts.

VI. Concurrent Jurisdiction with Norfolk State University

- A. That area of the City of Norfolk bounded on the north by Princess Anne Road beginning at its intersection with Tidewater Drive and proceeding east to Marshall Avenue, then north along Marshall Avenue, then east along Cary Avenue, then south along Kenton Avenue to Princess Anne Road again and continuing east until reaching the railroad tracks that run just east of Princess Anne Road's intersection with Cromwell Road; bounded on the east by said railroad tracks proceeding south to the northern edge of Interstate 264, but not including the Interstate; bounded on the south by the said Interstate, proceeding west to Ballentine Boulevard, then south along Ballentine Boulevard to the shoreline of the eastern branch of the Elizabeth River, then west along the shoreline to the railroad tracks that follow the eastern edge of the site of Harbor Park; bounded on the west by said railroad tracks proceeding north to Holt Street, then west along Holt Street to Tidewater Drive, then north along Tidewater Drive to its intersection with Princess Anne Road. The sidewalks, if any, of both sides of streets expressly included in describing these boundaries shall be considered within these boundaries.
- B. A copy of the Agreement between the City of Norfolk and Norfolk State University, dated February 27, 2007, concerning police cooperation and mutual assistance, is maintained in SMD.
- C. A copy of the Petition and Order granting the above Concurrent Police Jurisdiction to the Norfolk State Police Department is maintained in SMD.

VII. Concurrent Jurisdiction with Old Dominion University

- A. The exercise of police jurisdiction by the Old Dominion University Police Department is extended to run concurrently with that of the Norfolk Police Department within the geographical area described here. From the shore line of the Elizabeth River along the northern boundary of the property known as 5905 Studeley Avenue, then to and along the far edge of the sidewalk, or the equivalent line if there is no sidewalk, on the northern side of Magnolia Avenue to and across Jamestown Crescent and along the property line between the properties known as 900 and 904 Jamestown Crescent to the Lafayette River, then following its shoreline south, and without excluding the Colley Avenue bridge, to and along the shoreline of Colley Bay to Knitting Mill Creek, then along the shoreline on Knitting Mill Creek's western shore extended to the northwest corner of the intersection of Mayflower Road and Virginia Avenue, then south across Virginia Avenue and along the curb line on the western side of Mayflower Road across Carolina Avenue to Georgia Avenue, then south to the northern curb line of 38<sup>th</sup> Street at a point on the eastern edge of the curb cut of the driveway at the east side of the United States Post Office Building, then west across said curb cut and along said curb line extended across Colley Avenue to the northwest corner of Colley Avenue and 38<sup>th</sup>

Street, then south across 38<sup>th</sup> Street to the southern edge of the sidewalk, or the equivalent if there is no sidewalk, extended from the southwest corner of 38<sup>th</sup> Street and Colley Avenue west to the Elizabeth River, then north along its shoreline to the place of beginning.

- B. Copies of any agreements or protocols regarding police cooperation and mutual assistance between the City of Norfolk and Old Dominion University are maintained in the SMD. Such agreements or protocols executed before July 2006 remain in full force and effect with regard to cooperation and mutual assistance. Any provisions within them describing geographic boundaries to the area of concurrent police jurisdiction are superseded by this general order and the court order upon which it is based.
- C. A copy of the Petition and Order granting the above concurrent police jurisdiction to Old Dominion University Police, is maintained in the SMD.

VIII. Concurrent Jurisdiction with Federal Government

- A. The jurisdiction of the City of Norfolk Police Officers is extended to include the following Federal Properties:
  - 1. Customhouse, 101 East Main Street
  - 2. Hoffman Courthouse Building, 600 Granby Street
  - 3. Norfolk Federal Building, 200 Granby Street
- B. A copy of the Notice of Assignment of Concurrent Criminal Authority to assign to the Commonwealth of Virginia, concurrent authority to administer its criminal laws in relation to Federal Properties is maintained in SMD.

IX. Concurrent Jurisdiction with the Virginia Port Authority

- A. The Police Department of the Virginia Port Authority and its officers shall hereafter share concurrent jurisdiction with the Norfolk Department of Police in a Concurrent Jurisdiction Area within Norfolk, the limits of which shall be exactly as follows:
  - 1. From the front gate of the Norfolk International Terminals (NIT), which opens at the intersection of Hampton Boulevard and International Boulevard, to the north along Hampton Boulevard to Gate 2 of the Naval Base, which opens just north of Admiral Taussig Boulevard and to the south along Hampton Boulevard until the northern edge of the Hampton Boulevard Bridge.
  - 2. From the front gate of NIT to the east along International Terminal Boulevard until its intersection with the Interstate Highway System just east of Ruthven Road.
  - 3. In all instances, jurisdiction extends on both sides of Hampton Boulevard and International Terminal Boulevard to the far edge, the edge furthest from the street, of the attached sidewalks, if any, or to the edge of the City's right-of-way if no sidewalks exist – but

no further. Jurisdiction shall not include any of the neighborhoods abutting Hampton Boulevard or International Boulevard beyond the far edge of the two streets', public sidewalks, if any, or beyond the far edge of the City's right-of-way if no sidewalks exist.

- B. The Concurrent Jurisdiction Agreement shall in no way diminish, restrict or modify the existing authority of law enforcement officers of the City of Norfolk in the area described. The authority of Port Authority police officers in the Concurrent Jurisdiction Area shall encompass full and general police authority, as set forth in all applicable sections of the Code of Virginia and at common law, including but not limited to, the authority to issue summons to appear, or arrest on view or on information without warrant as permitted by law, and to conduct before the courts of competent jurisdiction in Norfolk and person violating, within the Concurrent Jurisdiction Area, any law of the Commonwealth or any ordinance of the City of Norfolk.
  - C. A copy of the Agreement between the City of Norfolk and the Virginia Port Authority, concerning police cooperation and mutual assistance, is maintained in SMD.
  - D. A copy of the Petition and Order granting the above Concurrent Police Jurisdiction to the Virginia Port Authority is maintained in SMD.
- X. Concurrent Jurisdiction with the Eastern Virginia Medical School
- A. The Police Department of the Eastern Virginia Medical School and its officers shall hereafter share concurrent jurisdiction with the Norfolk Department of Police in a Concurrent Jurisdiction Area within Norfolk, the limits of which shall be exactly as follows:

That area of the City of Norfolk bounded on the north by Redgate Avenue beginning at its intersection with Hampton Boulevard and proceeding east to Redgate Avenue's intersection with Colonial Avenue, then south on Colonial Avenue to its intersection with West Olney Road, then east on West Olney Road to its intersection with Mowbray Arch; bounded on the east by Mowbray Arch to its intersection with Memorial Place, along Memorial Place to its intersection with Yarmouth Street, south on Yarmouth Street until its intersection with West Brambleton Avenue; bounded on the south by West Brambleton Avenue until its intersection with the eastern shore of the Hague, then extended across the Hague to the southwest corner of the intersection of Radar Street and Front Street; bounded on the west by Front Street to its intersection with Colley Avenue, then north along Colley Avenue to its intersection with Southhampton Avenue, then west on Southhampton Avenue to Riverview Avenue, then north on Riverview Avenue until its intersection with West Brambleton Avenue, then north on West Brambleton Avenue until it becomes Hampton Boulevard, then continuing north along Hampton Boulevard to its intersection with Redgate Avenue. The sidewalks, if any, of both sides of the streets expressly included in describing these boundaries shall be considered within these boundaries.

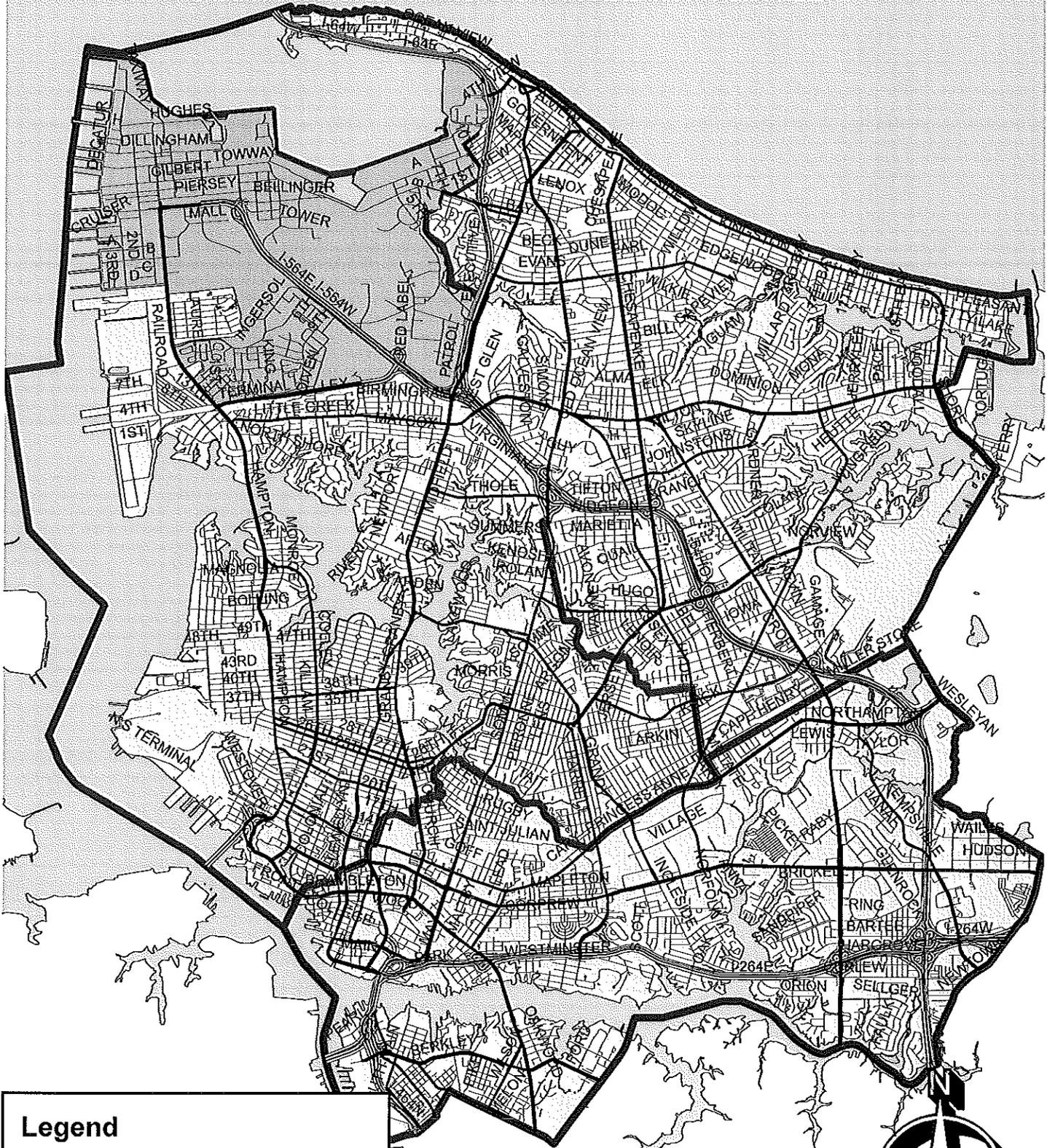
- B. A copy of the Agreement between the City of Norfolk and Eastern Virginia Medical School, dated December 20, 2011 concerning police cooperation and mutual assistance, is maintained in SMD.
- C. A copy of the Petition and Order granting the above Concurrent Police Jurisdiction to the Eastern Virginia Medical School is maintained in SMD.

Related Document: G.O. OPR-440: Multi Jurisdiction Investigations

Attachments:

- A. Norfolk Police Boundaries and Concurrent Jurisdictional Areas
- B. General Services Administration Leased/Owned Buildings in Norfolk
- C. Law Enforcement Mutual Aid Agreement

# FACILITIES HAVING A MOU WITH THE NORFOLK POLICE DEPARTMENT



**Legend**

-  Federal Building
-  Hoffman Federal Courthouse
-  Customs Building
-  Sewells Point Complex



# FACILITIES HAVING A MOU WITH THE NORFOLK POLICE DEPARTMENT

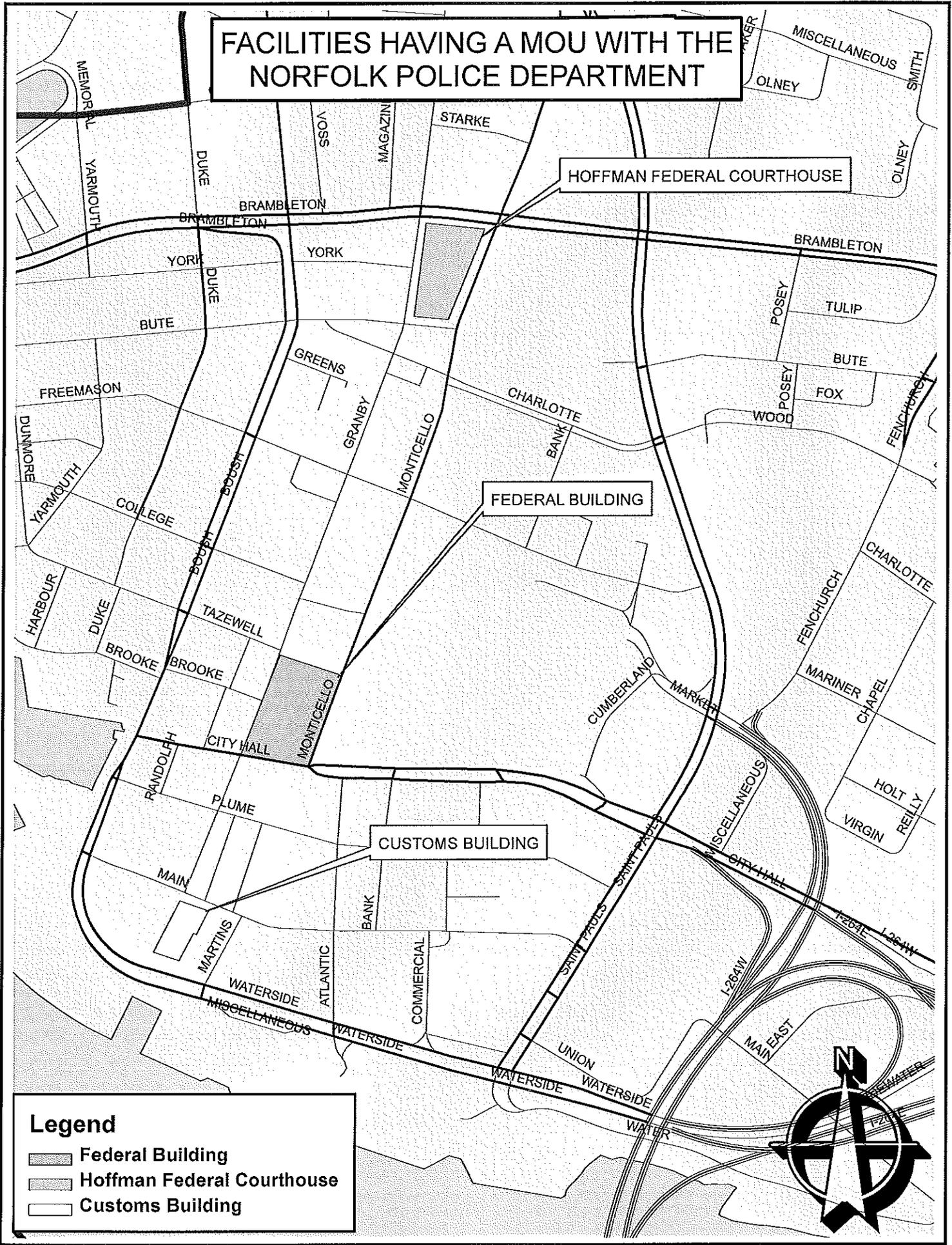
HOFFMAN FEDERAL COURTHOUSE

FEDERAL BUILDING

CUSTOMS BUILDING

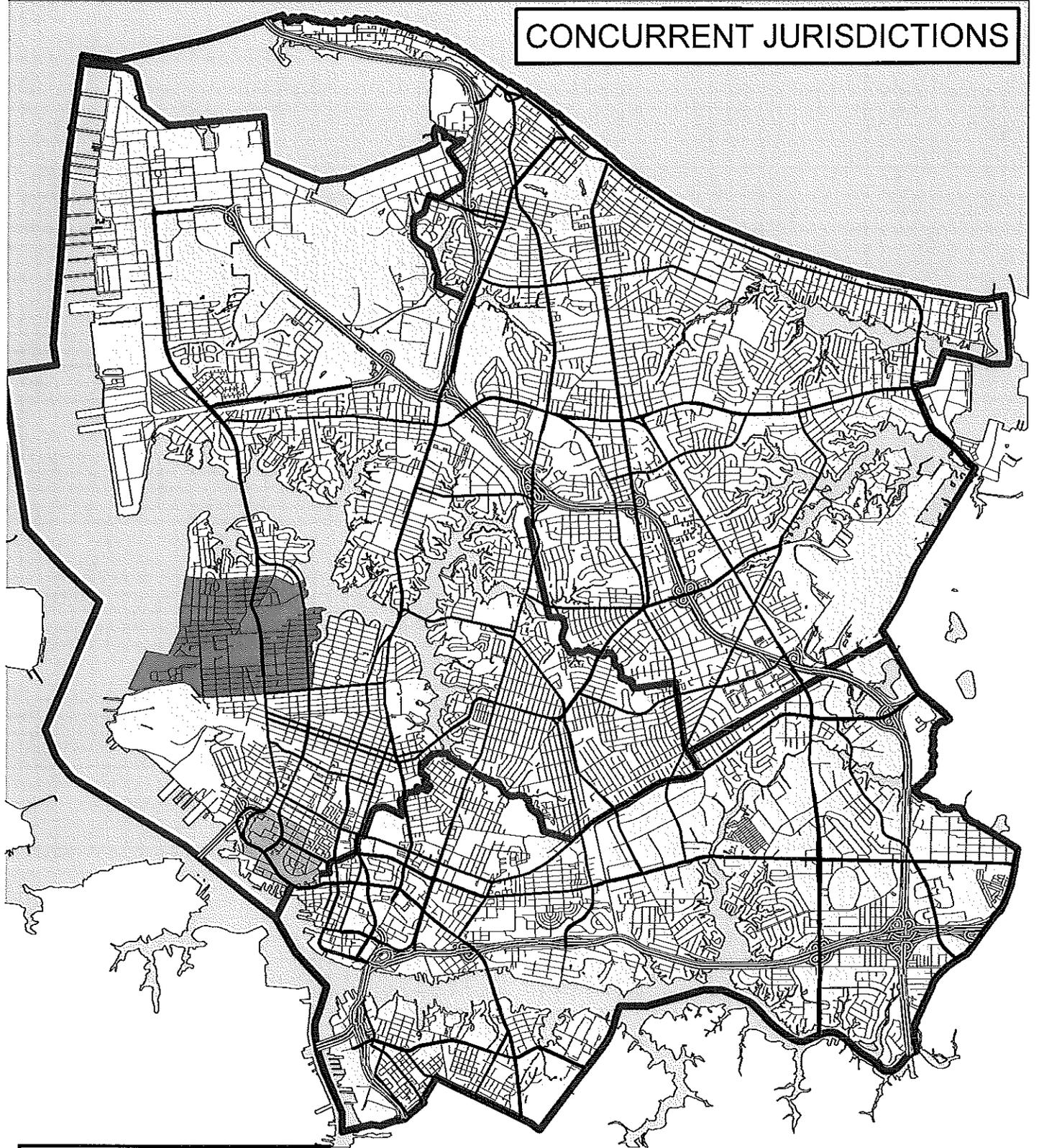
**Legend**

-  Federal Building
-  Hoffman Federal Courthouse
-  Customs Building





# CONCURRENT JURISDICTIONS

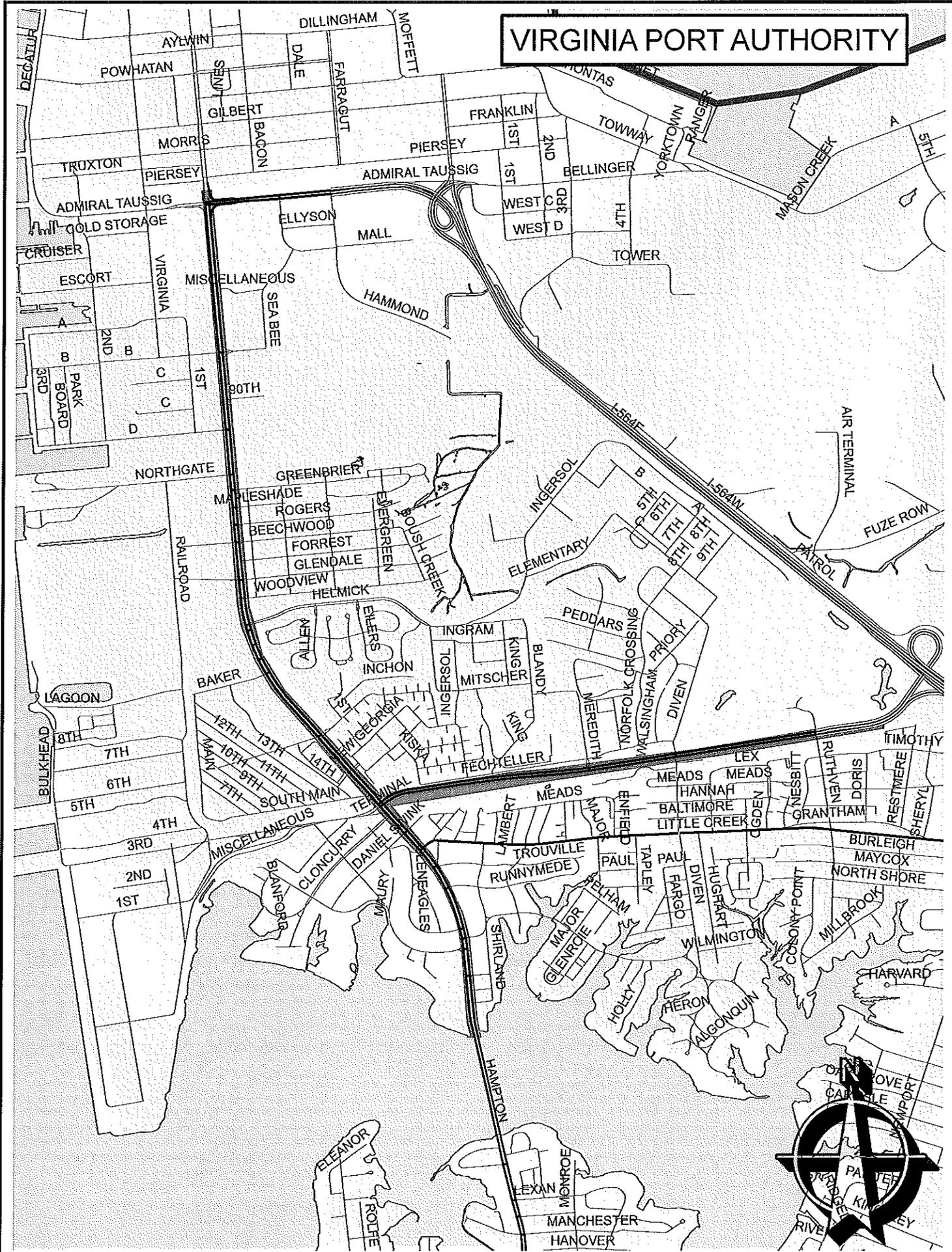


## Legend

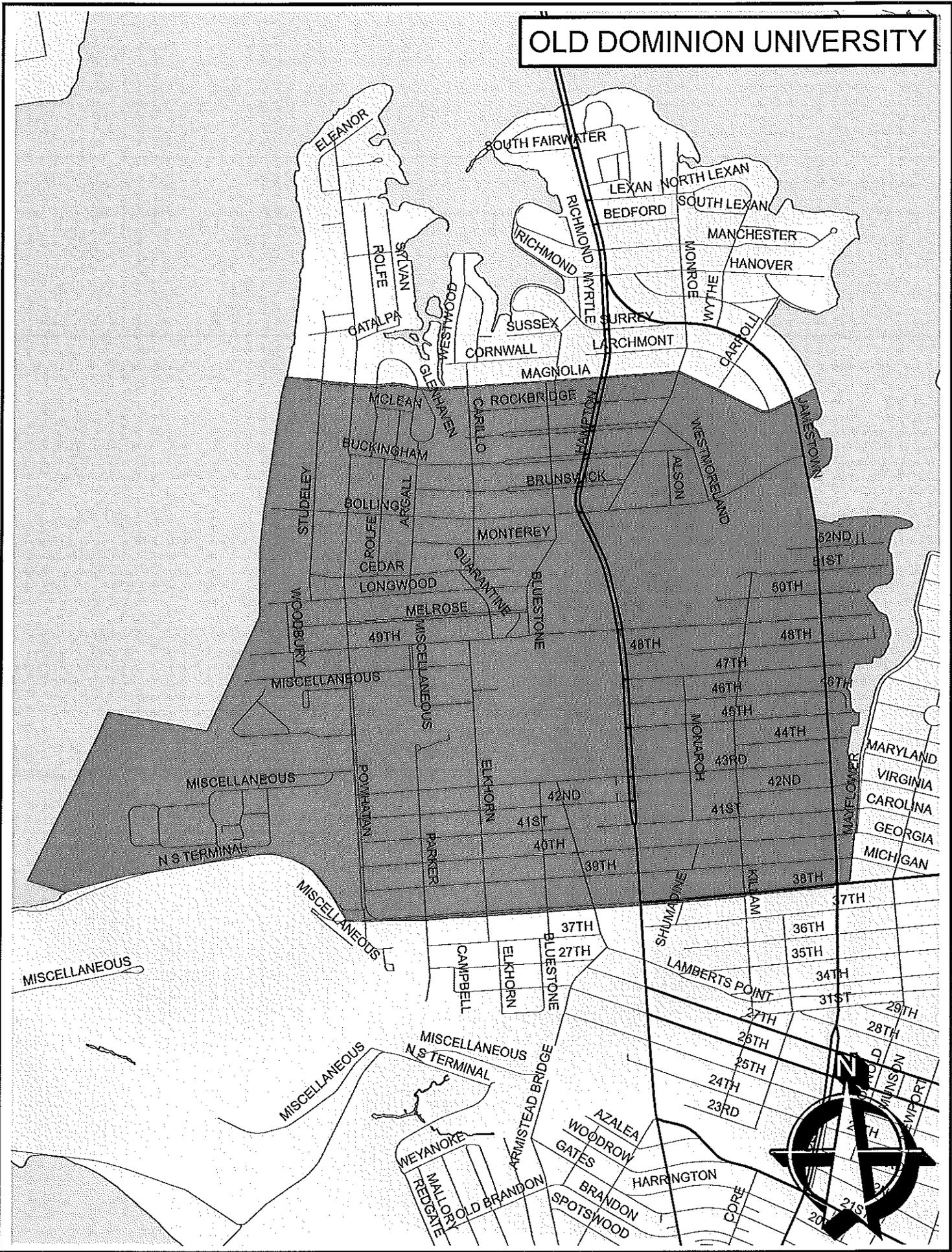
-  EVMS
-  Norfolk State University
-  Old Dominion University
-  Virginia Port Authority



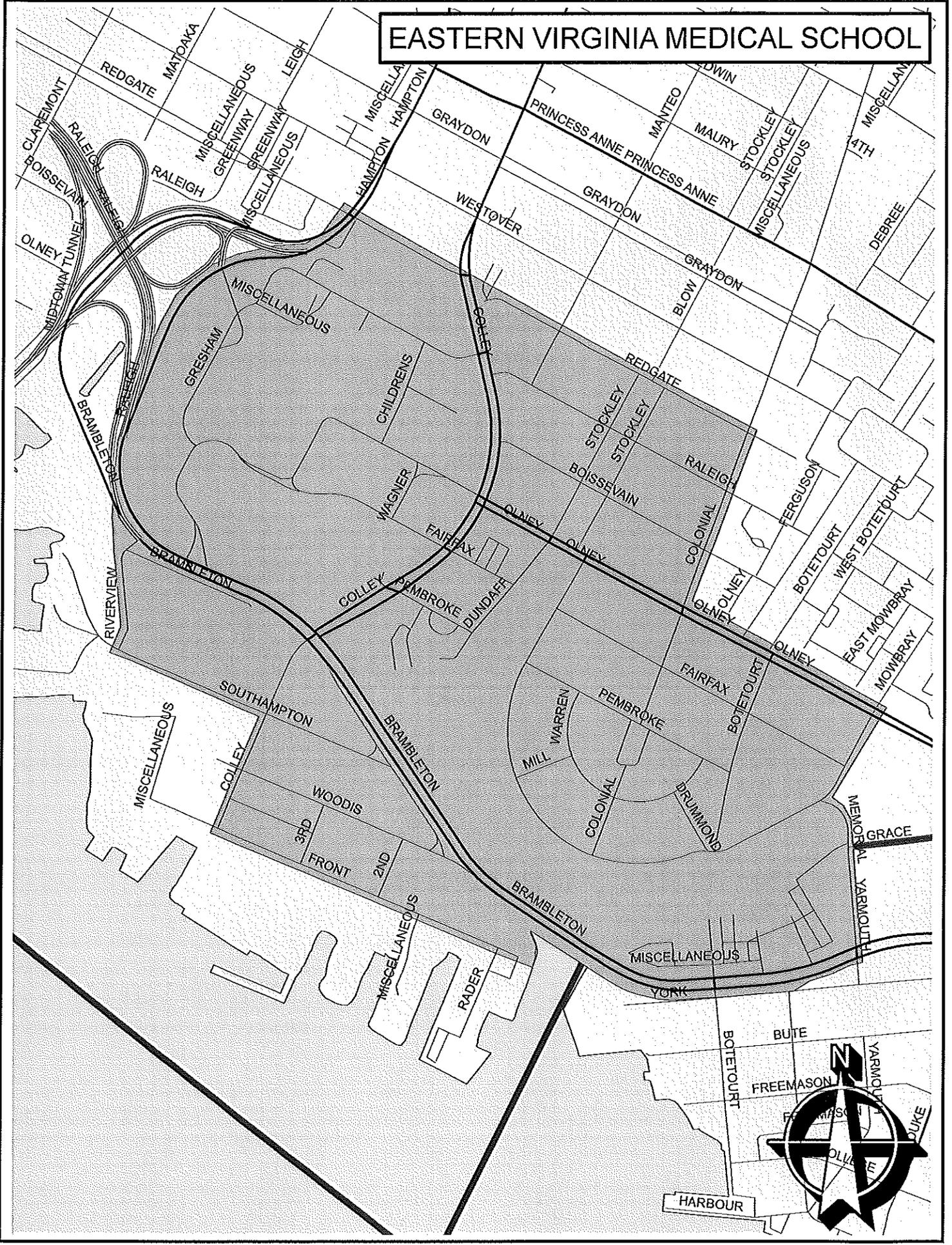
# VIRGINIA PORT AUTHORITY



# OLD DOMINION UNIVERSITY



# EASTERN VIRGINIA MEDICAL SCHOOL







OFFICE OF SECURITY  
ROOM 411, FEDERAL BUILDING  
200 GRANBY STREET  
NORFOLK, VIRGINIA 23510  
TELEPHONE 757-441-3227

January 21, 2004

To: Joseph Harper  
Management Analyst  
Norfolk Police Department

From: Michael T. Hoal  
Physical Security Specialist  
3PDS-12

Subject: Buildings under GSA control in Norfolk, Virginia.

Here is the information you requested. If I can be of any further assistance, please feel free to contact me:

Building Number: VA0551ZZ  
Building type: Government leased  
Jurisdiction: Proprietary  
Agency: FBI  
Address: 150 Corporate Blvd.  
Norfolk, Virginia 23502

Building Number: VA0511ZZ  
Building type: Government leased  
Jurisdiction: Proprietary  
Agency: US Att  
Address: World Trade Center, Suites 6500 & 8000  
Norfolk, Virginia 23510

Building Number: VA0053ZZ  
Building type: Government owned  
Jurisdiction: Concurrent  
Agency: Customs  
Address: 101 East Main Street  
Norfolk, Virginia 23510

Building Number: VA0552ZZ  
Building type: Government leased  
Jurisdiction: Proprietary  
Agency: SSA Hearings and Appeals  
Address: First Va Tower, 555 Main St.  
Norfolk, Virginia 23510

Building Number: VA0054ZZ  
Building type: Government owned  
Jurisdiction: Concurrent  
Agency: US District Court  
Address: 600 Granby Street  
Norfolk, Virginia 23510

Building Number: VA0574ZZ  
Building type: Government leased  
Jurisdiction: Proprietary  
Agency: USCG  
Address: 300 East Main Street  
Norfolk, Virginia 23510

Building Number: VA1608ZZ  
Building type: Government owned  
Jurisdiction: Concurrent  
Agency: IRS (multi-tenant)  
Address: 200 Granby Street  
Norfolk, Virginia 23510

Building Number: VA0499ZZ  
Building type: Government leased  
Jurisdiction: Proprietary  
Agency: Navy  
Address: 5301 Robin Hood Rd.  
Norfolk, Virginia 23513

Building Number: VA0443ZZ  
Building type: Government leased  
Jurisdiction: Proprietary  
Agency: SSA/Tri-Care  
Address: 5425 Robin Hood Rd.  
Norfolk, Virginia 23513

Building Number: VA0570ZZ  
Building type: Government leased  
Jurisdiction: Proprietary  
Agency: INS  
Address: 5280 Henneman Drive  
Norfolk, Virginia 23513

Building Number: VA0472ZZ  
Building type: Government leased  
Jurisdiction: Proprietary  
Agency: USCG  
Address: 5505 Robin Hood Rd.  
Norfolk, Virginia 23513

Building Number: VA0677ZZ  
Building type: Government leased  
Jurisdiction: Proprietary  
Agency: DLA-DSO  
Address: 1106 Ingleside Drive  
Norfolk, Virginia

Building Number: VA0473ZZ  
Building type: Government leased  
Jurisdiction: Proprietary  
Agency: NEMAIS  
Address: 2510 Walmer Ave.  
Norfolk, Virginia 23513

Building Number: VA0650ZZ  
Building type: Government leased  
Jurisdiction: Proprietary  
Agency: DOJ Public Defender's Office  
Address: 150 Bousch Street  
Norfolk, Virginia 23510

Building Number: VA0673ZZ  
Building type: Government leased  
Jurisdiction: Proprietary  
Agency: TSA  
Address: 5800 Lake Wright Dr  
Norfolk, Virginia

Building Number: VA0668ZZ  
Building type: Government leased  
Jurisdiction: Proprietary  
Agency: TSA (Airport)  
Address: 2200 Norview Ave  
Norfolk, Virginia 23518

## LAW ENFORCEMENT MUTUAL AID AGREEMENT

THIS AGREEMENT, made this 1<sup>st</sup> day of January, 2013, by and among the Cities of CHESAPEAKE, FRANKLIN, HAMPTON, NEWPORT NEWS, NORFOLK, POQUOSON, PORTSMOUTH, SUFFOLK, VIRGINIA BEACH and WILLIAMSBURG, each a municipal corporation of the Commonwealth of Virginia; the County of JAMES CITY, a political subdivision of the Commonwealth of Virginia; the Sheriff of the County of ACCOMACK; the Sheriff of the County of GLOUCESTER; the Sheriff of the County of ISLE OF WIGHT; the Sheriff of the County of NORTHAMPTON; the Sheriff of the County of SURRY; the Sheriff of the County of YORK; the Town of SMITHFIELD; and the Town of WINDSOR.

WHEREAS, Virginia law authorizes local governments and Sheriffs, in counties where no police department has been established, to enter into reciprocal agreements for mutual aid and for cooperation in the furnishing of law enforcement services; and

WHEREAS, the thirteen local governments and the Sheriffs of the Counties of Accomack, Gloucester, Isle of Wight, Northampton, Surry and York have determined that the provision of law enforcement aid across jurisdictional lines will increase their ability to preserve the safety and welfare of the entire area; and

WHEREAS, it is deemed to be mutually beneficial to the parties hereto to enter into an agreement concerning mutual aid and cooperation with regard to law enforcement; and

WHEREAS, the parties hereto desire that the terms and conditions of this Law Enforcement Mutual Aid Agreement be established.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from a Law Enforcement Mutual Aid agreement, the parties hereto covenant and agree as follows:

1. Each party will endeavor to provide law enforcement support to the other parties to this Agreement within the capabilities available at the time the request for such support is made and within the terms of this Agreement.
2. Requests for assistance pursuant to the terms and conditions of this Agreement shall be made by the requesting jurisdiction's Chief of Police or Sheriff, whichever is applicable, or their respective designee.
3. The requesting party shall be responsible for designating a radio communications system for use by the requested party.
4. The personnel of the requested party shall render such assistance under the direction of the Chief of Police or Sheriff of the requesting party, or their respective designee.
5. Law enforcement support provided pursuant to this Agreement shall include, but not be limited to, the following resources: uniformed officers, canine officers, aerial support when maintained, forensic support, plainclothes officers, special operations personnel and related equipment. All law enforcement officers and personnel shall be duly trained and currently certified for the position provided.
6. Subject to the terms of this Agreement, and without limiting in any way the other circumstances or conditions in which mutual aid may be requested and provided under this Agreement, the parties hereto agree to provide assistance to the requesting party in situations requiring the mass processing of arrestees and transportation of arrestees. The parties to the Agreement further agree to assist the requesting party with security and operation of temporary detention facilities.

7. Nothing contained in this Agreement should in any manner be construed to compel any of the parties hereto to respond to a request for law enforcement support when the personnel of the party to whom the request is made are, in the opinion of the requested party, needed or are being used within the boundaries of that party, nor shall any request compel the requested party to continue to provide law enforcement support to another party when its personnel or equipment, in the opinion of the requested party, are needed for other duties within the boundaries of its own jurisdiction.
8. In those situations not involving the provision of mutual aid upon request, law enforcement officers and personnel, and other employees of any city, county, town or Sheriff hereunder, may also enter any other jurisdiction in furtherance of law enforcement purposes, concerning any offense in which the entering law enforcement agency may have a valid interest; provided, that the entering personnel shall, as soon as practical, make such presence known to the Chief of Police or Sheriff of the entered jurisdiction, or his designated representative.
9. The responsibility for investigation and subsequent actions concerning any criminal offense shall remain with the law enforcement agency of the locality whose court has original jurisdiction over the offense. Entering law enforcement personnel shall promptly notify the law enforcement agency of the entered locality upon discovery of a crime over which the court of the entered locality has original jurisdiction.
10. Officers acting pursuant to this Agreement shall be granted authority to enforce the laws of the Commonwealth of Virginia and to perform the other duties of a

law enforcement officer; such authority shall be in conformance with §§ 15.2-1724; 15.2-1726; 15.2-1730; 15.2-1730.1 and 15.2-1736 of the Code of Virginia, as amended. Law enforcement officers of any party who might be casually present in any other jurisdiction shall have power to apprehend and make arrests only in such instances wherein an apparent, immediate threat to public safety precludes the option of deferring action to the local law enforcement agency.

11. All law enforcement officers, agents and other employees of the parties to this Agreement who are acting pursuant to this Agreement shall have the same powers, rights, benefits, privileges and immunities in each other's jurisdiction, including the authority to make arrests in each other's jurisdiction.
12. The services performed and expenditures made under this Agreement shall be deemed to be for public and governmental purposes and all immunities from liability enjoyed by the parties within their boundaries shall extend to their participation in rendering assistance outside their boundaries pursuant to this Agreement. It is understood that for the purposes of this Agreement, the responding party is rendering aid once it has entered the jurisdictional boundaries of the party requesting assistance.
13. All pension, relief, disability, worker's compensation, life and health insurance and other benefits enjoyed by said law enforcement officers or personnel as employees of their respective jurisdictions shall extend to the services they perform under this Agreement outside their respective jurisdictions. Each party agrees that the provision of these benefits shall remain the responsibility of the employing party.

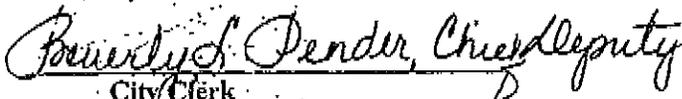
14. Each party agrees that, in activities involving the rendering of assistance to another party pursuant to this Agreement, each party shall waive any and all claims against all other parties hereto which may arise out of their activities outside their respective jurisdiction.
15. The parties shall not be liable to each other for reimbursement for injuries to law enforcement officers or personnel, or damage to equipment incurred when going to or returning from another jurisdiction, except to the extent that reimbursement for such expenses may be or is received from the Federal Emergency Management Agency (FEMA) or another governmental agency. Neither shall the parties be liable to each other any other costs associated with, or arising out of, the rendering of assistance pursuant to this Agreement, except to the extent that reimbursement for such expenses may be or is received from FEMA or another governmental agency.
16. This Agreement rescinds and supersedes all previous written agreements and oral understandings relating to the provision of mutual law enforcement services between the parties.
17. Any of the parties hereto may withdraw from this Agreement by giving thirty (30) days written notice to that effect to the other parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective city manager, county administrator, town manager or Sheriff; the official seal of each city, county and town affixed hereto and attested by their respective city, county or town clerk, and indicating thereafter the ordinance or resolution authorizing the execution. Sheriffs may attest by Notary Public.

CITY OF CHESAPEAKE

BY:   
City Manager

ATTEST:

  
City Clerk

Resolution/Ordinance #: \_\_\_\_\_

Adopted On: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective city manager, county administrator, town manager or Sheriff; the official seal of each city, county and town affixed hereto and attested by their respective city, county or town clerk, and indicating thereafter the ordinance or resolution authorizing the execution. Sheriffs may attest by Notary Public.

CITY OF FRANKLIN

BY: *E. Brady Martin*  
City Manager

ATTEST:

*E. Brady Martin*  
Deputy City Clerk

Resolution/Ordinance #: 2013-02

Adopted On: 01-14-13

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective city manager, county administrator, town manager or Sheriff; the official seal of each city, county and town affixed hereto and attested by their respective city, county or town clerk, and indicating thereafter the ordinance or resolution authorizing the execution. Sheriffs may attest by Notary Public.

**CITY OF HAMPTON**

BY: *Mary B. Bunting*  
City Manager

**ATTEST:**

*[Signature]*  
City Clerk

Resolution/Ordinance #: 11-0221

Adopted On: July 13, 2011

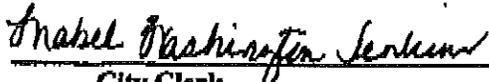
**CITY OF HAMPTON  
OFFICE OF THE CITY ATTORNEY**  
Approved as to legal form and sufficiency  
Date: 11/8/13  
*[Signature]*  
Attorney

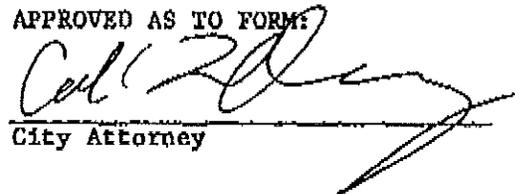
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective city manager, county administrator, town manager or Sheriff; the official seal of each city, county and town affixed hereto and attested by their respective city, county or town clerk, and indicating thereafter the ordinance or resolution authorizing the execution. Sheriffs may attest by Notary Public.

**CITY OF NEWPORT NEWS**

BY:   
City Manager

**ATTEST:**

  
City Clerk

APPROVED AS TO FORM:  
  
City Attorney

**Resolution/Ordinance #:** 12445-13

**Adopted On:** February 12, 2013

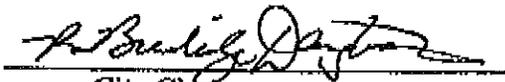
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective city manager, county administrator, town manager or Sheriff; the official seal of each city, county and town affixed hereto and attested by their respective city, county or town clerk, and indicating thereafter the ordinance or resolution authorizing the execution. Sheriffs may attest by Notary Public.

CITY OF NORFOLK

BY:

  
City Manager

ATTEST:

  
City Clerk

Resolution/Ordinance #: 1,554

Adopted On: January 29, 2013

CONTENTS APPROVED:

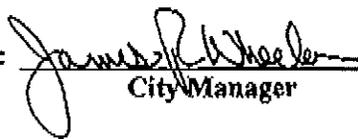
  
Michael Goldsmith, Chief of Police

FORM AND CORRECTNESS APPROVED: 

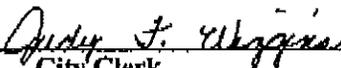
  
Mary L.G. Nexsen, Deputy City Attorney

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective city manager, county administrator, town manager or Sheriff; the official seal of each city, county and town affixed hereto and attested by their respective city, county or town clerk, and indicating thereafter the ordinance or resolution authorizing the execution. Sheriffs may attest by Notary Public.

**CITY OF POQUOSON**

BY:   
City Manager

ATTEST:

  
City Clerk

Resolution/Ordinance #: 3831

Adopted On: January 28, 2013

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective city manager, county administrator, town manager or Sheriff; the official seal of each city, county and town affixed hereto and attested by their respective city, county or town clerk, and indicating thereafter the ordinance or resolution authorizing the execution. Sheriffs may attest by Notary Public.

**CITY OF PORTSMOUTH**

BY: Joe L. Travel  
City Manager

ATTEST:

Debra G. White  
City Clerk

Resolution/Ordinance #: R-09-038

Adopted On: July 14, 2009

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective city manager, county administrator, town manager or Sheriff; the official seal of each city, county and town affixed hereto and attested by their respective city, county or town clerk, and indicating thereafter the ordinance or resolution authorizing the execution. Sheriffs may attest by Notary Public.

**CITY OF SUFFOLK**

BY: *DeLauruffable*  
City Manager

**ATTEST:**

*Debra S. Dawley*  
City Clerk

Resolution/Ordinance #: 13-R-004  
Adopted On: 2/6/13

**Approved as to Form:**

*M. M. Lawrence*  
Assistant City Attorney

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective city manager, county administrator, town manager or Sheriff; the official seal of each city, county and town affixed hereto and attested by their respective city, county or town clerk, and indicating thereafter the ordinance or resolution authorizing the execution. Sheriffs may attest by Notary Public.

CITY OF VIRGINIA BEACH

BY: James K. Jones  
City Manager

ATTEST:

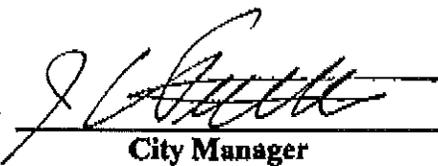
Quinn Hodges Travers, MMC  
City Clerk

Resolution/Ordinance #: 32164C

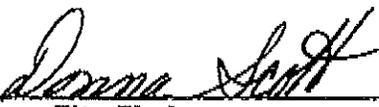
Adopted On: 2/26/13

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective city manager, county administrator, town manager or Sheriff; the official seal of each city, county and town affixed hereto and attested by their respective city, county or town clerk, and indicating thereafter the ordinance or resolution authorizing the execution. Sheriffs may attest by Notary Public.

**CITY OF WILLIAMSBURG**

BY:   
City Manager

**ATTEST:**

  
City Clerk

Resolution/~~Ordinance~~ #: 09-07

Adopted On: May 14, 2009

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective city manager, county administrator, town manager or Sheriff; the official seal of each city, county and town affixed hereto and attested by their respective city, county or town clerk, and indicating thereafter the ordinance or resolution authorizing the execution. Sheriffs may attest by Notary Public.

**COUNTY OF JAMES CITY**

BY: M. D. Powell  
County Administrator

**ATTEST:**

M. D. Powell  
Clerk to the Board

Resolution/Ordinance #: N/A

Adopted On: JUNE 23, 2009

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective city manager, county administrator, town manager or Sheriff; the official seal of each city, county and town affixed hereto and attested by their respective city, county or town clerk, and indicating thereafter the ordinance or resolution authorizing the execution. Sheriffs may attest by Notary Public.

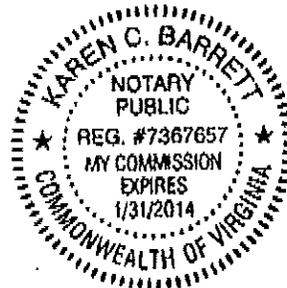
**COUNTY OF ACCOMACK**

BY: *Joseph E. Bodum*  
Sheriff

Date: 1-14-13

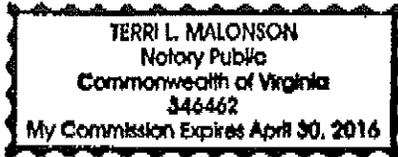
**ATTEST:**

*Karen C. Barrett*  
Notary Public



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective city manager, county administrator, town manager or Sheriff; the official seal of each city, county and town affixed hereto and attested by their respective city, county or town clerk, and indicating thereafter the ordinance or resolution authorizing the execution. Sheriffs may attest by Notary Public.

COUNTY OF GLOUCESTER



BY: D. Waun  
Sheriff

Date: 1-8-13

ATTEST:

Terri L. Malonson  
Notary Public

Commonwealth of Virginia  
City/County of Gloucester

The foregoing instrument was acknowledged before me this  
8 day of JANUARY, 2013 by  
DARRELL WARRON, JR.

Terri L. Malonson  
Terri L. Malonson  
Notary Public

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective city manager, county administrator, town manager or Sheriff; the official seal of each city, county and town affixed hereto and attested by their respective city, county or town clerk, and indicating thereafter the ordinance or resolution authorizing the execution. Sheriffs may attest by Notary Public.

COUNTY OF ISLE OF WIGHT

BY: [Signature]  
Sheriff

Date: 1/9/13

ATTEST:

[Signature]  
Notary Public



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective city manager, county administrator, town manager or Sheriff; the official seal of each city, county and town affixed hereto and attested by their respective city, county or town clerk, and indicating thereafter the ordinance or resolution authorizing the execution. Sheriffs may attest by Notary Public.

COUNTY OF NORTHAMPTON

BY: \_\_\_\_\_  
                    **Sheriff**

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
**Notary Public**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective city manager, county administrator, town manager or Sheriff, the official seal of each city, county and town affixed hereto and attested by their respective city, county or town clerk, and indicating thereafter the ordinance or resolution authorizing the execution. Sheriffs may attest by Notary Public.

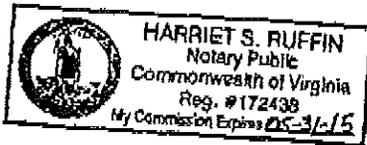
COUNTY OF SURRY

BY:  \_\_\_\_\_  
Sheriff

Date: 1/14/13

ATTEST:

  
Notary Public



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective city manager, county administrator, town manager or Sheriff; the official seal of each city, county and town affixed hereto and attested by their respective city, county or town clerk, and indicating thereafter the ordinance or resolution authorizing the execution. Sheriffs may attest by Notary Public.

COUNTY OF YORK

BY:   
Sheriff

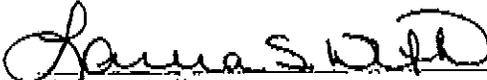
Date: 1/10/13

ATTEST:

County of York  
Commonwealth of Virginia

The foregoing instrument was acknowledged before me this 10 day of January, 20 13 by

J.D. Diggs  
(Name of person seeking acknowledgment)

  
Notary Public

Notary registration number: 323036  
My commission expires: 8/31/13



of each city, county and town affixed hereto and attested by their respective city, county or town clerk, and indicating thereafter the ordinance or resolution authorizing the execution. Sheriffs may attest by Notary Public.

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**TOWN OF SMITHFIELD**

BY:   
Town Manager

Date: 1/10/2013

ATTEST:

  
Town Clerk

Resolution/Ordinance #: Administratively

Adopted On: 1-10-2013

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective city manager, county administrator, town manager or Sheriff; the official seal of each city, county and town affixed hereto and attested by their respective city, county or town clerk, and indicating thereafter the ordinance or resolution authorizing the execution. Sheriffs may attest by Notary Public.

**TOWN OF WINDSOR**

BY:  \_\_\_\_\_  
Town Manager

Date: 1/7/13

ATTEST:

  
\_\_\_\_\_  
Town Clerk

Resolution/Ordinance #: 11-12-23

Adopted On: June 12, 2012