

City of Alexandria, Virginia

MEMORANDUM

DATE: NOVEMBER 5, 2003

TO: THE HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL

FROM: PHILIP SUNDERLAND, CITY MANAGER *PS*

SUBJECT: CONSIDERATION OF A RECIPROCAL AGREEMENT BETWEEN THE CITY OF ALEXANDRIA AND THE COUNTY OF FAIRFAX REGARDING POLICE ESCORTS AND MOTOR VEHICLE PROCESSIONS

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**ISSUE:** Consideration of reciprocal agreement giving the City of Alexandria and the County of Fairfax the ability to exercise police authority while performing escorts.

**RECOMMENDATION:** That City Council approve the proposed reciprocal agreement, authorizing members of the City of Alexandria and the County of Fairfax Police Departments to exercise police authority in the other's jurisdiction while in the performance of their duties when escorting vehicles or processions (Attachment 1).

**DISCUSSION:** Officers of the City of Alexandria and the Fairfax County Police Departments have been providing funeral and dignitary escorts for many years. On occasion, these processions originate in one jurisdiction, and then pass through or terminate in another. Section 46.2-828 of the Code of Virginia authorizes the right of way of drivers who are part of a procession, provided they are escorted by a law enforcement officer. Officers cannot continue the escort beyond their jurisdictional boundary without proper authority. There have been many occasions when processions arrive at a neighboring jurisdiction and do not find officers from that jurisdiction to take over the escort, or there is an insufficient number of officers available to safely conduct the escort. At times, there can be confusion for those driving in the procession about the right-of-way requirements in the State Code. This occurs when the procession continues without the benefit of law enforcement assistance.

The County of Fairfax entered into a similar reciprocal agreement with the City of Fairfax in 1988, giving each department the ability to escort funerals in and through both jurisdictions. During the past several years, there had been a significant increase in the number of funeral escorts requiring a coordinated effort between officers of the Alexandria and the Fairfax County Police Departments. This agreement is being sought to ensure the safety of those participating in these processions.

Since the agreement is the functional equivalent of a mutual aid agreement, City Council will need to approve the agreement before the City Manager can sign it.

The attached agreement was presented to, and approved by the Fairfax County Board of Supervisors, and bears the signature of County Executive, Mr. Tony Griffin

**FISCAL IMPACT:** There is no additional fiscal impact for the City.

**ATTACHMENTS:**

- Attachment 1. Reciprocal Agreement between the City Council of the City of Alexandria and the Board of Supervisors of Fairfax County, Virginia
- Attachment 2. Letter to Chief of Police Charles E. Samarra from Colonel J. Thomas Manger, Chief of Police, Fairfax County

**STAFF:**

- Charles E. Samarra, Chief of Police
- Michele Evans, Assistant City Manager
- Sergeant Paul Story, Supervisor, Traffic Unit

**RECIPROCAL AGREEMENT**

**BETWEEN**

**THE CITY COUNCIL OF THE CITY OF ALEXANDRIA, VIRGINIA  
AND  
THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA**

By virtue of the authority contained in Section 15.2-1726 of the Code of Virginia, 1950, as amended, this Reciprocal Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2003, by and between the City Council of the City of Alexandria, Virginia, and the Board of Supervisors of Fairfax County, Virginia,

WITNESSETH;

WHEREAS members of the Fairfax County Police Department have occasion to escort vehicles or processions which pass through the confines of the City of Alexandria, Virginia, en route to a destination in Fairfax County, Virginia or within the City; and

WHEREAS the Fairfax County Police, in the interest of safe and efficient law enforcement practices, needs the ability to exercise police authority and jurisdiction while in the performance of its duties during the escort of vehicles or processions; and

WHEREAS members of the Alexandria City Police Department, have occasion to escort vehicles or processions which pass through the confines of the County of Fairfax, Virginia, enroute to a destination in the City of Alexandria, Virginia or within the County, and

WHEREAS the Alexandria City Police, in the interests of safe and efficient law enforcement practices, needs the ability to exercise police authority and jurisdiction while in the performance of its duties during the escort of vehicles or processions;

NOW, THEREFORE, the parties hereto jointly resolve and agree:

1. The parties wish to maintain the integrity and independence of their respective police forces, however, they wish to enter into an agreement which will allow each department to provide more efficient law enforcement services.
2. Any Fairfax County Police officer who escorts any vehicle(s) or procession through the City of Alexandria en route to a destination in the County of Fairfax or within the City of Alexandria shall operate the escort with the same powers, rights, benefits, privileges and immunities as the police officer has within Fairfax County, including, but not limited to, the authority to make arrests within the areas specified.
3. Any City of Alexandria Police officer who escorts any vehicle(s) or procession through the County of Fairfax en route to a destination in the City of Alexandria or within Fairfax County shall operate the escort with the same powers, rights, benefits, privileges and immunities as the police officer has within the City of Alexandria, including, but not limited to, the authority to make arrests within the areas specified.
4. In the interest of efficient and safe highway transportation efforts, such escorts or processions that are handled by said officers should not regularly be conducted during the daily peak traffic congestion periods in the morning or evening, also known as rush hours, except under unusual or emergency situations.
5. In furtherance of coordinated operations, the respective agencies will ensure that the necessary information concerning escorts or processions

that will pass through or within the respective jurisdictions is properly communicated in a timely manner.

6. All pensions, relief, disability, workers' compensation and other benefits enjoyed by said officers shall extend to the services they perform under this Reciprocal Agreement outside their respective jurisdictions.
7. It is the intent and purpose of this Reciprocal Agreement that there be the fullest cooperation between the Fairfax County Police and the Alexandria City Police, and that both parties continue to recognize that the Fairfax County Police shall have primary law enforcement jurisdiction over Fairfax County and that the Alexandria City Police shall have primary law enforcement jurisdiction over the City of Alexandria, but that the respective Departments shall have concurrent jurisdiction during specific activities only to the extent described herein.
8. The Chief of Police of Fairfax County and Chief of Police of the City of Alexandria shall coordinate to decide any mechanism for the implementation of this Reciprocal Agreement; provided, however, no amendment or enlargement of this Reciprocal Agreement shall be effective unless executed in writing and agreed to by the parties hereto.
9. This Reciprocal Agreement shall remain in full force and effect until terminated by either party hereto upon thirty (30) days written notice to the Chief of Police.

IN WITNESS WHEREOF THE PARTIES hereto have executed this Reciprocal Agreement.

THE CITY COUNCIL OF ALEXANDRIA, VIRGINIA

By: \_\_\_\_\_

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

THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

By:           A. G. Smith          

Date:           4/15/03



# FAIRFAX COUNTY POLICE DEPARTMENT

4100 CHAIN BRIDGE ROAD, FAIRFAX, VIRGINIA 22030-7002

Colonel J. Thomas Manger  
Chief of Police

July 31, 2003

Chief Charles E. Samarra  
Chief of Police  
Alexandria City Police Department  
2003 Mill Road  
Alexandria, Virginia 22314

Dear Chief Samarra:

Our departments have been providing funeral and dignitary escorts for many years. It is not uncommon for these processions to originate in one jurisdiction and then pass through or terminate in a neighboring jurisdiction. Section 46.2-828 of the Code of Virginia authorizes the right-of-way to those drivers who are part of a procession being escorted by a law enforcement officer. However, without proper authority, officers cannot continue the escort beyond their jurisdictional boundary. Over the years, there have been occasions when a procession arrives at the neighboring jurisdiction and there are no officers available from that jurisdiction to take over the escort, or there is an insufficient number of officers available to safely conduct the escort. This has resulted in confusion on the part of those driving in the escort regarding the right-of-way when the procession continues without the benefit of a law enforcement escort.

In 1988, Fairfax County and the City of Fairfax entered into a reciprocal agreement to address this issue. The reciprocal agreement granted the officers of the Fairfax County Police Department the ability to escort a funeral in and through the City of Fairfax. These procedures have been followed since that time without incident. Over the past several years, there has been an increase in the number of requests for escorts which require a coordinated effort with other neighboring jurisdictions. In an effort to provide the safest environment for those participating in the processions, we would like to enter into a reciprocal agreement with your department.

Our standard operating procedure has always been, and will continue to be, to coordinate all escorts with the neighboring jurisdiction well in advance of the escort's arrival. Our officers will not enter the neighboring jurisdiction without first contacting a supervisor from that jurisdiction. Our legal counsel has reviewed and approved the proposed agreement. The agreement was presented to and approved by the Fairfax County Board of Supervisors. Enclosed in this letter is the original copy signed by the Fairfax County Executive, Mr. Tony Griffin. Please review the document and feel free to contact me if you have any questions or concerns. If the agreement is approved, you may keep the original for your records and return a copy bearing the signature of the approving authority.

Sincerely,

J. Thomas Manger, Colonel  
Chief of Police

JTM/dro

Enclosure

OFFICE OF  
CHIEF OF POLICE  
2003 AUG - 1 P 3: 00  
ALEXANDRIA POLICE DEPT.

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