

**MUTUAL AID AGREEMENT
BETWEEN
VIRGINIA DEPARTMENT OF STATE POLICE
AND
NORTHERN VIRGINIA COMMUNITY COLLEGE**

A. PURPOSE

The purpose of this Mutual Aid Agreement ("Agreement") is to define and establish procedures and practices for cooperation between the Department of State Police ("State Police" or "DSP") and Northern Virginia Community College ("Institution"), as provided for by § 23-234(B) of the *Code of Virginia*, in the investigation of any felony sexual assault, medically unattended death, or any death resulting from an incident occurring at facilities or upon lands owned or operated by the Northern Virginia Community College. This Agreement shall not prevent the Northern Virginia Community College from entering into a similar agreement with any other law enforcement agency nor shall it limit the ability of the Northern Virginia Community College to seek State Police assistance in the emergency response to, investigation of, or prevention of any other crime.

B. DURATION

This Agreement shall remain in force and effect until one of the parties to this Agreement provides written notice to the other party terminating this Agreement. Any modifications to this Agreement shall be implemented only upon agreement of both parties.

C. PREVENTION

The parties may work cooperatively in developing and implementing sexual assault preventive strategies and educational programs.

D. NOTIFICATION AND RESPONSE

Upon notice by the Northern Virginia Community College of any felony sexual assault, medically unattended death, or any death resulting from an incident occurring at facilities or upon lands owned or operated by the Northern Virginia Community College, the DSP, when needed, shall provide reasonable investigatory support to the Northern Virginia Community College and, if so requested, shall assume responsibility as lead investigatory agency for the incident reported. The lead investigatory agency for the incident reported shall provide notice to the appropriate attorney for the Commonwealth of such investigation within 48 hours of initiating the investigation, but shall not disclose identifying information

about the victim unless authorized to do so by the Northern Virginia Community College or the Office of the Attorney General.

In addition, the DSP will, upon request and dependent on availability of resources, provide assistance to the Northern Virginia Community College in the emergency response to, investigation of, or prevention of any other crime occurring at the Northern Virginia Community College.

In connection with providing investigatory support or other assistance for an incident under this Agreement, DSP and Northern Virginia Community College each will designate a liaison for interdepartmental communications and information sharing. DSP and Northern Virginia Community College, through such liaisons, will share information relevant and necessary to the effective investigation of the incident.

E. COSTS, LIABILITY, DISCIPLINE

Each party agrees that it will be responsible for any personnel costs for its agents and employees related to any investigation or assistance provided pursuant to this Agreement. Each party further agrees that it shall be solely responsible for any complaints or liabilities arising from the actions or omissions of its employees or agents and shall be responsible for any discipline of its employees or agents.

F. REPORTS

The Northern Virginia Community College agrees that State Police employees or agents shall use State Police forms and reports to document assistance provided pursuant to this Agreement. If DSP is requested to assume the lead agency role, the Northern Virginia Community College agrees to utilize State Police forms and reports to document its participation in the investigation.

G. MEDIA REQUESTS AND RESPONSE

The parties shall coordinate any response to media requests for information regarding any investigation under this agreement.

H. AGREEMENT TO CONTINUE

Each party agrees to abide by these procedures until this Agreement is terminated or modified by further agreement of the parties.

In witness whereof, the parties have executed this Agreement through their respective department heads this 20th day of July, 2016.

NORTHERN VIRGINIA
COMMUNITY COLLEGE

DEPARTMENT OF STATE POLICE

BY [Signature]
PRESIDENT

BY [Signature]
SUPERINTENDENT

BY [Signature]
CHIEF OF POLICE