

Northern Virginia Regional Gang Task Force

TASK FORCE FUNDING AGREEMENT


EFFECTIVE JULY 1, 2021

IN WITNESS THEREOF, the parties have executed this Proposal:

On Behalf

Of

Arlington County, Virginia



Charles Penn, Acting Chief of Police

06.18.2021

Date

NORTHERN VIRGINIA REGIONAL
GANG TASK FORCE FUNDING AGREEMENT

This AGREEMENT, entered into this 1st day of July, 2021, by and among the Police Departments of Arlington County, City of Falls Church, Fairfax County, City of Manassas, City of Manassas Park, Town of Herndon, Prince William County, Town of Leesburg and Town of Vienna as well as the Sheriff's Offices of Fauquier County and Loudoun County and the Virginia State Police hereinafter known as "participating jurisdictions," is entered into pursuant to the authority conferred on Virginia localities and the Department of State Police pursuant to Va. Code Ann. § 15.2-1736.¹ (see Appendix A)

WITNESSETH

WHEREAS, federal funding for the Northern Virginia Regional Gang Task Force began in 2003 and ceased August 31, 2012; and

WHEREAS, the governing bodies of the participating jurisdictions have appropriated an equal share of funds necessary to acquire, maintain and operate the Northern Virginia Regional Gang Task Force hereinafter known as the "Task Force"; and

WHEREAS, an agreement is needed between the participating jurisdictions concerning their respective rights and responsibilities in the acquisition, operation and maintenance of the Task Force; and

WHEREAS, the Task Force is an integral part of a regional program in the intervention, prevention and enforcement efforts in addressing the issues surrounding gang recruitment, involvement and criminal activity.

WHEREAS, the governing bodies of the participating jurisdictions will be required to provide shared funding, as more fully described in Article II, for the acquisition, operation, and maintenance of the Task Force.

ARTICLE I – Project Title and Purpose

The participating jurisdictions as set forth in Article II desire to enter into a regional project to be known as the Northern Virginia Regional Gang Task Force. The Task Force is a multi-discipline and multi-jurisdictional partnership whose goal is to address criminal street gang activity in Northern Virginia using intervention, prevention, and enforcement strategies.

ARTICLE II – Share of Costs

The participating jurisdictions will share equally the costs associated with the administrative staffing, equipment, and training functions of the Task Force. Your agency share will be in the amount of \$15,000 for this fiscal year due to COVID-19 related budget reductions. In addition, each participating jurisdiction with personnel assigned to the Task Force will be responsible for funding its personnel costs as well as providing its personnel with vehicles and individual equipment. The cost for sworn overtime incurred by the jurisdictions required in the performance of Task Force activities as well as the vehicle(s), specialized training and individual equipment may be reimbursed by the Task Force if asset seizure or grant money is available.

The participation jurisdictions in this agreement are:

Arlington County Police Department
City of Falls Church Police Department
City of Manassas Police Department
City of Manassas Park Police Department
Fairfax County Police Department
Fauquier County Sheriff's Office
Loudoun County Sheriff's Office
Prince William County Police Department
Town of Herndon Police Department
Town of Leesburg Police Department
Town of Vienna Police Department
Virginia State Police

The fiscal year for the Task Force will run from July 1st to June 30th of each year. The sharing of costs and the budget will be reviewed in the fall of each year in order to allow the participating jurisdictions to plan for the upcoming fiscal year. Any participating jurisdiction that wants to withdraw from this agreement shall notify the Chairman of the Board of Directors in writing no later than November 1st in the calendar year prior to the start of the fiscal year. Previously purchased equipment shall remain the property of the Task Force.

ARTICLE III-Task Force Board of Directors

The Chief of Police/Superintendent/Sheriff of the participating jurisdictions, or their designated representative, shall serve as members of the Task Force Board of Directors. If problems occur with the administration of the Task Force, the Board of Directors will be convened to seek resolution of the issues.

ARTICLE IV-Task Force Executive Coordinator

The Board of Directors shall appoint an Executive Coordinator who will be responsible for Task Force management. The Executive Coordinator will report to the Chairman of the Board of Directors. The Executive Coordinator serves at the pleasure of the Northern Virginia Gang Task Force Board of Directors.

ARTICLE V-Administration

The Task Force Executive Coordinator shall be responsible for all administrative requirements of the Task Force. The Executive Coordinator shall prepare and provide all necessary and responsible reports, prepare budget proposals, and administer the Task Force procedures as directed by the Board of Directors.

ARTICLE VI – Ownership

All equipment and supplies purchased through the Task Force budget shall be commonly owned items among the participating jurisdictions; with the exception of any agency participating on a part-time basis. Part-time agency funds will not be used for the purchase of equipment or supplies. Ownership will be established at a rate equal to the percentage of individual participant's contribution to the Task Force budget. The Task Force will maintain an inventory of all Task Force equipment. All equipment purchased with grant or seizure funds will be property of the Task Force. Any determination to surplus equipment will be made by the Executive Coordinator who will report the surplus to the Board of Directors. In the event that Task Force ceases to exist the Board of Directors will determine the disposition of Task Force equipment.

ARTICLE VII-Operating Procedures

The Board of Directors and the Executive Coordinator shall establish written Standard Operating Procedures (SOPs). It shall be the responsibility of the Executive Coordinator to ensure that Task Force operations are in accordance with such SOPs.

ARTICLE VIII- Purchases

Equipment and supplies which are required for operation of the Task Force shall be purchased through the Fairfax County purchasing and supply procedures. Procurement of each participating jurisdiction's office supplies shall be the responsibility of that jurisdiction.

ARTICLE IX- Resolution of Disputes

Any disagreements arising between or among the participating jurisdictions related to the Task Force operation or cost sharing shall be resolved by the Executive Coordinator in consultation with the Chairman of the Board of Directors, or if needed the entire Board of Directors.

ARTICLE X-Seizure Funds Allocation

All funds seized by the Task Force will be administered by Fairfax County. The Board of Directors will approve all distribution of seized funds to reimburse the participating jurisdictions for their costs in accordance with federal asset seizure equitable sharing guidelines and guidelines of the Commonwealth of Virginia Department of Criminal Justice Services.

The amount of reimbursement will be determined by the local jurisdictions rate for the assigned member's overtime salary and contract cost of the leased vehicle.

ARTICLE XI- Term of Agreement

This agreement shall be effective July 1, 2013 and shall continue until dissolved by agreement of all participating jurisdictions. The terms of this agreement are contingent upon continued appropriations by each participating jurisdiction to support the continued operation of the Task Force. Any jurisdiction whose governing body fails to appropriate funding shall automatically be withdrawn from this agreement and all previously purchased equipment shall remain the property of the Task Force.

ARTICLE XII- Liability

Each participating jurisdiction shall be solely responsible for its personnel assigned to the Task Force and its employees remain the employees of the participating jurisdiction. Neither participating jurisdictions nor their employees shall be considered as the agents of any other participating jurisdiction. Nothing herein waives or limits qualified or sovereign immunity under federal or state constitutional provisions or laws.

ARTICLE XIII-Personnel

Personnel assigned to the Task Force remain under the supervision and control of their respective participating jurisdictions, including but not limited to, the participating jurisdiction's rules and regulations.

ARTICLE XIV-Entire Agreement

This agreement constitutes the entire understanding between the participating jurisdictions. Any modifications to this agreement shall be reduced to writing, and accepted and signed by each member of the Board of Directors.

¹Appendix A

Mutual aid agreements among governing bodies of localities (Va. Code Ann 15.2-1736)

The governing bodies of localities, institutions of higher learning having a police force, as well as sheriffs, and the Director of the Department of Conservation and Recreation with commissioned conservation officers, or any combination thereof may, by proper resolutions, enter in and become a party to contracts or mutual aid agreements for the use of their joint forces, both regular and auxiliary, their equipment and material to maintain peace and good order. However, no such institution of higher learning shall enter into such agreement with another institution of higher education in a noncontiguous locality without the consent of all localities within which such institutions are located. Any police or other law-enforcement officer, regular or auxiliary, while performing his duty under any such contract or agreement, shall have the same authority in such locality as he has within the locality where he was appointed. In counties where no police department has been established, the sheriff may, in his discretion, enter into mutual aid agreements as provided by this section.