



COMMONWEALTH of VIRGINIA

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July 28, 2008

The Honorable Thomas D. Jones
Sheriff, Charlotte County
222 Law Lane
Charlotte County Courthouse, Virginia 23923

Dear Sheriff Jones:

I am responding to your request for an official advisory opinion in accordance with § 2.2-505 of the *Code of Virginia*.

Issues Presented

You inquire concerning § 15.2-1726, which governs consolidation of police departments. Specifically, you ask whether a municipality that has a police charter and police force may enter into an agreement with another municipality that has no police charter¹ or police force. Further, you ask whether pursuant to such an agreement, an officer from one jurisdiction may enforce laws in the other jurisdiction. Finally, you ask whether fines for a summons issued in the second jurisdiction may be transferred back to the first jurisdiction to pay for the officer's salary in the second jurisdiction.

Response

It is my opinion that § 15.2-1726 does not authorize a municipality that has a police charter and police force to enter into an agreement with another municipality that does not have such a charter or force. Absent such an agreement, authority for an officer to operate outside his jurisdiction is limited by § 19.2-250. Finally, it is my opinion that in the situation you present, fines assessed in one jurisdiction are not transferrable to another.

Applicable Law and Discussion

Section 15.2-1726 authorizes localities to enter into reciprocal agreements concerning consolidation of police departments or for cooperation in furnishing police services. In relevant part, § 15.2-1726 provides that:

Any locality may, in its discretion, enter into a *reciprocal agreement* with any other locality, any agency of the federal government exercising police powers, police of any state-supported institution of higher learning appointed pursuant to § 23-233, Division of Capitol Police, or with any combination of the foregoing, for such periods and under such conditions as the contracting parties deem advisable, for cooperation in the furnishing of

¹For purposes of this opinion, a municipality with "no police charter" means a municipality that has not enacted an ordinance authorizing a police force pursuant to § 15.2-1701 or one that does not have a charter providing for the establishment of a police force.

police services. Such localities also may enter into an agreement for the cooperation in the furnishing of police services with the Department of State Police. The governing body of any locality also may, in its discretion, enter into a *reciprocal agreement* with any other locality, or combination thereof, for the consolidation of police departments or divisions or departments thereof. Subject to the conditions of the agreement, all police officers, officers, agents and other employees of such consolidated or cooperating police departments shall have the same powers, rights, benefits, privileges and immunities in every jurisdiction subscribing to such agreement, including the authority to make arrests in every such jurisdiction subscribing to the agreement; however, no police officer of any locality shall have authority to enforce federal laws unless specifically empowered to do so by statute, and no federal law-enforcement officer shall have authority to enforce the laws of the Commonwealth unless specifically empowered to do so by statute. [Emphasis added.]

The term “reciprocal agreement” is not defined by statute. Absent a statutory definition, words are given their ordinary meaning.² Consequently, unless a contrary legislative intent is manifest, words used in an act must be given their common, ordinary, and accepted meanings in use at the time of the statute.³ “Reciprocal” means “[d]irected by each toward the other or others; MUTUAL.”⁴ It also means “BILATERAL.”⁵ “Reciprocity” means “[m]utual or bilateral action” or “[t]he mutual concession of advantages or privileges for purposes of commercial or diplomatic relations.”⁶

The proposed agreement you describe is deficient because it does not contemplate a “reciprocal agreement.” There is no mutual or bilateral action. The second municipality does not have a police force with which to cooperate or consolidate, and it has no authority to establish a police force. Thus, the second municipality fails to contribute to, or reciprocate in, the proposed agreement.

A 1986 opinion of the Attorney General (“1986 Opinion”) concluded that § 15.1-131.3, the predecessor statute to § 15.2-1726, did not authorize two towns to contract with a county to have the county sheriff serve as chief of police for the towns and to provide law-enforcement services for the three localities.⁷ A crucial detail was the fact that the county did not have a police force at the time of the proposed contract.⁸ “[C]learly, [§ 15.1-131.3] does not authorize the arrangement requested because Grayson County has no police department, and this portion of the statute^[9] is uniquely applicable to the consolidation of *police* departments.”¹⁰ The fact pattern discussed in the 1986 Opinion is consistent with your question.

²1987-1988 Op. Va. Att’y Gen. 513, 514.

³See *Commonwealth v. Orange-Madison Coop. Farm Serv.*, 220 Va. 655, 658, 261 S.E.2d 532, 533-34 (1980) (noting that in absence of statutory definition, statutory term is given its ordinary meaning, given context in which it is used); 1987-1988 Op. Va. Att’y Gen., *supra* note 2, at 514.

⁴BLACK’S LAW DICTIONARY 1297 (8th ed. 2004).

⁵*Id.*

⁶*Id.* at 1298.

⁷1986-1987 Op. Va. Att’y Gen. 130.

⁸*Id.* at 132 n.1.

⁹See *id.* (interpreting portion of § 15.1-131.3 providing for “consolidation of police departments”).

¹⁰*Id.* (emphasis in original).

“[A] fundamental rule of statutory construction requires that courts view the entire body of legislation and the statutory scheme to determine the ‘true intention of each part.’”¹¹ “In construing statutes, courts should give the fullest possible effect to the legislative intent embodied in the entire statutory enactment.”¹² A reading of § 15.2-1730.1 in conjunction with § 15.2-1726 further bolsters my opinion that the situation that you present is not statutorily permitted. Section 15.2-1730.1 provides that:

In counties where no police department has been established and the sheriff is the chief law-enforcement officer, the sheriff may enter into agreements with any other governmental entity providing law-enforcement services in the Commonwealth, and may furnish and receive interjurisdictional law-enforcement assistance for all law-enforcement purposes, including those described in this chapter, and for purposes of Chapter 3.2 (§ 44-146.13 et. seq.) of Title 44.

Under accepted rules of statutory construction, the mention of one thing in a statute implies the exclusion of another.¹³ Moreover, when a statute creates a specific grant of authority, the authority exists only to the extent specifically granted in the statute.¹⁴ By enacting § 15.2-1730.1, the General Assembly clearly has authorized sheriffs to enter into agreements with counties to provide law-enforcement services in certain situations. Section 15.2-1730.1 does not authorize any other individual or entity to contract with counties for the provision of law-enforcement services.

Because § 15.2-1726 does not authorize agreements between municipalities when both do not have operational police departments, or at least the authority to establish a police force, it is my opinion that there is no authority for a police officer to operate outside the jurisdictional confines of § 19.2-250. Section 19.2-250(A) limits the jurisdiction of corporate authorities in adjoining jurisdictions. Further, § 19.2-250(A) provides that “the jurisdiction of the corporate authorities of each town or city, in criminal cases involving offenses against the Commonwealth, shall extend within the Commonwealth one mile beyond the corporate limits of such town or city.”¹⁵ Section 19.2-250 does not confer law-enforcement authority to local police departments outside of the corporate limits of the localities that they serve.

¹¹Va. Real Estate Bd. v. Clay, 9 Va. App. 152, 157, 384 S.E.2d 622, 625 (1989) (citation omitted).

¹²*Id.*

¹³See Grigg v. Commonwealth, 224 Va. 356, 364, 297 S.E.2d 799, 803 (1982) (explaining maxim “*expressio unius est exclusio alterius*”).

¹⁴See 2A NORMAN J. SINGER & J.D. SHAMBIE SINGER, SUTHERLAND STATUTORY CONSTRUCTION § 47.23 (7th ed. 2007); Op. Va. Att’y Gen.: 1992 at 145, 146; 1989 at 252, 253; 1980-1981 at 209, 209-10.

¹⁵Notwithstanding § 19.2-250, §§ 19.2-77 and 15.2-1724 provide law-enforcement officers with expanded law-enforcement powers in limited situations. Section 19.2-77 provides that, “[w]hensoever a person in the custody of an officer shall escape or whenever a person shall flee from an officer attempting to arrest him, such officer ... may pursue such person anywhere in the Commonwealth and, when actually in close pursuit, may arrest him wherever he is found.” Section 15.2-1724 authorizes police officers to “lawfully go or be sent beyond the territorial limits of such locality ... to assist in meeting such emergency or need” in four limited situations: (1) enforcement of laws related to use or sale of controlled drugs; (2) law-enforcement emergencies involved threats to life or public safety; (3) execution of orders related to temporary detention or emergency custody regarding mental health evaluations; and (4) emergencies related to state of war or public disasters. I note that none of these situations appear to be applicable to the questions you present.

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Additionally, in the situation you present, you ask whether fines collected for a summons issued in one jurisdiction may be transferred to a second jurisdiction to pay for an officer's salary in the second jurisdiction. I find no authorization for such a transfer of funds between municipalities. Virginia adheres to the Dillon Rule of strict construction regarding powers of local governing bodies.¹⁶ Further, I find no authority for municipalities to agree to transfer fees collected in one jurisdiction to another jurisdiction absent a valid reciprocal agreement.¹⁷

Conclusion

Accordingly, it is my opinion that § 15.2-1726 does not authorize a municipality that has a police charter and police force to enter into an agreement with another municipality that does not have such a charter or force. Absent such an agreement, authority for an officer to operate outside his jurisdiction is limited by § 19.2-250. Finally, it is my opinion that in the situation you present, fines assessed in one jurisdiction are not transferrable to another.

Thank you for letting me be of service to you.

Sincerely,

A handwritten signature in black ink, reading "Robert F. McDonnell". The signature is fluid and cursive, with the first name "Robert" and last name "McDonnell" clearly legible.

Robert F. McDonnell

3:1351; 1:875/1:941/08-028

¹⁶Commonwealth v. County Bd., 217 Va. 558, 573, 232 S.E.2d 30, 40 (1977).

¹⁷I do not opine regarding a financial arrangement in connection with a valid reciprocal agreement as that issue is not presented.