

## **REGIONAL LAW ENFORCEMENT MUTUAL AID AGREEMENT**

This Regional Law Enforcement Mutual Aid Agreement made and entered into this 1<sup>st</sup> day of June 2021, by and between the law enforcement agencies listed in the attached "List of Participating Agencies" and any other agencies added to this Agreement by amendment ("Participating Agencies").

### **BASIS FOR AGREEMENT**

North Carolina General Statutes Sections 160A-288, 153A-212 and 90-95.2 allow and authorize mutual aid assistance and cooperation between law enforcement agencies. The Participating Agencies wish to provide temporary assistance to one another in enforcing the General Statutes of North Carolina and acknowledge that this Agreement mutually benefits each Participating Agency in the form of enhanced law enforcement capabilities and efficiency within the jurisdiction of each Agency.

### **AGREEMENT**

The Participating Agencies agree to the following terms and conditions:

#### **1. REQUESTING ASSISTANCE**

- a. **REQUEST FOR ASSISTANCE.** Under North Carolina General Statutes Sections 160A-288 and 90-95.2 any Participating Agency may request of the other the temporary lending of personnel, equipment and supplies. Execution of this Agreement by each undersigned agency constitutes and is deemed to be a standing request for assistance and an agreement to lend assistance as personnel and equipment permit by each Participating Agency.
- b. **WRITTEN REQUEST.** When temporary assistance is needed pursuant to this Agreement, the head of the Requesting Agency shall notify the head of the Assisting Agency of the need for such assistance and the requested assistance shall be provided if feasible to do so. Such request shall be made in writing whenever possible. Notification by the Division of Criminal Information (DCI) network shall be deemed written notification.

In accordance with North Carolina General Statutes Section 90-95.2(b1) requests for assistance shall be made by the head of an agency or an officer of the agency to whom the head of the agency has delegated that authority, but only one officer within the agency shall have the delegated authority at one time.

The following sample statement used as part of a DCI message would satisfy the statutory requirements for notification and may streamline the process:

The [REQUESTING AGENCY NAME] acting under the authority of [REQUESTING AGENCY DIRECTOR AND TITLE] is requesting mutual aid assistance from the [ASSISTING AGENCY NAME]. The [REQUESTING AGENCY] requests [RESOURCES] to assist at [LOCATION]. The duration of this aid shall be [TIME FRAME].

- c. **EMERGENCY REQUEST.** In an emergency situation, the notification of the need for emergency assistance need not be in writing, but a written notification shall be provided as soon thereafter as possible. In an emergency situation, the notification may be made by telephone or radio contact.

## 2. DUTIES OF REQUESTING AGENCY

- a. **OPERATIONAL COMMAND.** While operating with the Requesting Agency under this Agreement, a law enforcement officer of an Assisting Agency shall be subject to the lawful operational command of the officer supervising the division or unit to which he or she is temporarily assigned to provide assistance, and shall operate under the direct supervision of said officer.
- b. **REPORTING REQUIREMENTS.** The officer supervising the division or unit to which the Assisting Agency's officer(s) is temporarily assigned shall provide a report to the head of the Assisting Agency summarizing the hours worked and the assignments performed by the temporarily assigned officer(s).
- c. **EQUIPMENT.** The temporarily assigned officer(s) shall report to duty with the Requesting Agency with necessary equipment that has been issued by his or her own agency. The Requesting Agency shall supply the temporarily assigned officer with any additional money, equipment, supplies and/or support personnel reasonably necessary to perform his or her expected duties. If the Requesting Agency issues to temporarily assigned officer(s) any equipment that requires specialized training or certification, the Requesting Agency shall ascertain that the temporarily assigned officer(s) has undergone the necessary training or possesses the required certification.

## 3. DUTIES OF ASSISTING AGENCY

- a. **BENEFITS.** For personnel and administrative purposes, the temporarily assigned officer(s) shall remain under the authority and control of their own Agency, and shall be entitled to Worker's Compensation and other benefits to which he or she would normally be entitled were he or she not temporarily assigned.
- b. **DISCIPLINARY ACTIONS.** Disciplinary actions arising out of temporary assistance provided under this Agreement shall remain the responsibility of the Assisting Agency. The officer

in charge of the division or unit in which an officer is temporarily assigned pursuant to this Agreement may, at any time, relieve such officer of his or her duties and shall immediately forward a written statement setting forth the reason for such action to the head of the Assisting Agency or their designee.

#### **4. AUTHORITY OF ASSIGNED OFFICERS**

While temporarily assigned to the Requesting Agency, law enforcement officer(s) of the Assisting Agency shall have the same jurisdiction, powers, rights, authority, benefits and immunities as the regular officers of the Requesting Agency in addition to those associated with his or her regular employment. Nothing contained in this Agreement shall be construed as limiting or reducing any Participating Agency or officer's common law or statutory authority, including but not limited to the common law power of *posse comitatus* or the statutory authority conferred by North Carolina General Statute Section 15A-402.

#### **5. INSURANCE AND INDEMNITY**

- a. **LIABILITY INSURANCE.** The head of each Participating Agency certifies by execution of this Agreement that all employees subject to this Agreement or reasonably expected to be subject to this Agreement, including assisting officers, are covered by liability insurance.
- b. **INDEMNITY FOR ACTS OR OMISSIONS.** The Requesting Agency specifically covenants and agrees to assume liability for any act or omission which was committed by, or was the responsibility of, the temporarily assigned officer(s), except as otherwise provided for in this Agreement. The Requesting Agency further agrees to hold harmless and indemnify the Assisting Agency for any damages or costs, including attorney's fees, incurred by the Assisting Agency in this regard. The provisions of this paragraph regarding indemnity shall not apply to any Participating Agency whose officers are employees of the sovereign State of North Carolina and covered by the Tort Claims Act.
- c. **INDEMNITY FOR PROPERTY DAMAGE.** The Requesting Agency agrees to hold harmless and indemnify the Assisting Agency for any damages or injury to the property of the Requesting Agency incurred in the course and scope of a temporarily assigned officer's duties. The Assisting Agency agrees to hold harmless the Requesting Agency for any damages or injury to the property of the Assisting Agency. The provisions of this paragraph regarding indemnity shall not apply to any Agency whose officers are employees of the sovereign State of North Carolina and covered by the Tort Claims Act.
- d. **RIGHTS OF SUBROGATION.** This Agreement shall not, however, be construed as a bar to any other rights or claims, either direct or by way of subrogation, which either Agency shall have against any other entity, party or person.

**6. TERM AND WITHDRAWAL**

- a. **TERM.** In any event, the term of this Agreement shall be for a period of three (3) years from the date first above written and shall terminate automatically at the expiration of that term.
- b. **WITHDRAWAL.** In the event a Participating Agency should desire to withdraw from this Agreement, the head of that Agency shall provide written notice to the head of the other Participating Agencies setting forth the effective date of such withdrawal.

**7. OTHER MUTUAL AID AGREEMENTS**

This Agreement does not affect any other service or mutual aid agreement, previously entered into between two or more of the Participating Agencies for other services not contemplated by this Agreement, nor prevents the Participating Agencies from entering into other such agreements.

**8. GOVERNING BODY AUTHORIZATION**

The head of each Participating Agency certifies by execution of this Agreement that their duly elected governing body has adopted an appropriate resolution or ordinance authorizing said Agency head to enter into this Agreement pursuant to North Carolina General Statutes Sections 160A-288 and 90-95.2. A copy of the authorizing resolution or ordinance for each Participating Agency shall be attached to this original Agreement and to each duplicate original of this Agreement.

**9. ADDITIONAL PARTICIPATING AGENCIES**

Additional law enforcement agencies may participate in this Agreement by contacting Centralina Regional Council and signing an Amendment. Any Additional Participating Agencies will be bound by the Agreement to the same extent as all other Participating Agencies. The Filing Requirements of paragraph 10 below apply to each amendment.

**10. FILING REQUIREMENTS AND COPIES OF AGREEMENT**

A complete, digital version of this Agreement shall be kept at the offices of Centralina Regional Council. Copies of the digital version including all received signature pages and amendments will be distributed in PDF format to all Participating Agencies. Any Participating Agency may file this Agreement with its County Clerk of Court,

**IN WITNESS WHEREOF**, the parties hereto have set their hand and seals.

Regional Law Enforcement  
Mutual Aid Agreement  
June 1, 2021

**LIST OF PARTICIPATING AGENCIES AND  
SIGNATURE PAGES FOLLOW**

**LAW ENFORCEMENT REGIONAL MUTUAL AID AGREEMENT**  
**LIST OF PARTICIPATING AGENCIES**  
**EXPIRES JUNE 1, 2021**

<b>POLICE DEPARTMENTS</b>	<b>Date Signed</b>	<b>POLICE DEPARTMENTS</b>	<b>Date Signed</b>	<b>COUNTY SHERIFF OFFICES</b>	<b>Date Signed</b>
Albemarle	7-30-19	Rockwell	5-2-18	Anson	
Appalachian State Univ.	9-26-18	Salisbury	5-1-18	Cabarrus	2-14-19
Badin		Shelby	10-3-18	Cleveland	
Belmont	1-25-19	Spencer	5-9-18	Gaston	5-4-18
Belmont Abbey College	7-2-18	Stallings	6-8-18	Iredell	5-3-18
Bessemer City	8-6-18	Stanfield	6-11-18	Lincoln	7-11-19
Boiling Springs		Stanley	5-10-18	Mecklenburg	
Charlotte-Mecklenburg	10-14-20	Statesville	6-24-20	Rowan	
Cherryville	5-4-18	Troutman	7-30-20	Stanly	2-5-19
China Grove	6-8-18	UNC Charlotte	5-3-18		
Cleveland	5-7-18	Wadesboro	5-22-18		
Concord	5-2-18	Wingate			
Cornelius					
Cramerton	5-16-18				
Dallas	5-2-18				
Davidson	6-8-18				
Davidson College	4-12-21				
Gardner-Webb					
Gaston College	8-20-18				
Gaston County	6-8-18				
Gastonia	5-2-18				
Granite Quarry-Faith	5-10-18				
Huntersville	5-3-18				
Kannapolis	8-26-20				
Kings Mountain	6-20-18				
Kingstown					
Landis					
Lincolnton	5-3-18				
Locust	7-24-20				
Lowell	5-18-18				
Marshville					
Matthews	6-11-18				
Mint Hill	5-9-18				
Misenheimer	6-13-18				
Monroe	5-2-18				
Mooresville	6-22-20				
Mount Holly	1-25-19				
Norwood					
Oakboro					
Pineville	5-15-18				
Queens University	5-10-18				
Ranlo	2-3-20				