



Brad Shirley  
Chief of Police

## Boiling Spring Lakes Police Department

9 East Boiling Spring Rd.  
Boiling Spring Lakes, North Carolina 28461  
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### MUTUAL ASSISTANCE AGREEMENT 2015

Pursuant to North Carolina General Statute's 160A-288 this agreement is hereby enacted between the Boiling Spring Lakes Police Department and the Sunset Beach Police Department. The undersigned do hereby request of each other, and agree to provide to each other, when feasible to do so, temporary assistance in enforcing the laws of North Carolina and other matters. In lieu of any other formal document, this MUTUAL ASSISTANCE AGREEMENT shall serve as the request, in writing, for such assistance. The assistance shall consist of, but is not limited to, the loaning of officers (including in an undercover capacity) and equipment and supplies.

1. While working with a requesting agency, an officer shall have the same jurisdiction, powers, rights, privileges, and immunities (including those relating to the defense of civil actions and payments of judgments) as the officers of the requesting agency in addition to those the officer normally possesses.
2. While on duty with the requesting agency, an officer shall be subject to the lawful operational commands of the officer's superior officers in the requesting agency, but the officer shall for personnel and administrative purposes, remain under the control of the officer's own agency, including for the purpose of pay. An officer shall furthermore be entitled to worker's compensation and the same benefits to the extent as though he were functioning within the normal scope of the officer's duties.
3. When temporary assistance is needed pursuant to this MUTUAL ASSISTANCE AGREEMENT, the requesting agency shall notify the assisting agency of the need for such assistance and the assistance shall be provided if feasible to do so. A requesting agency which needs temporary assistance shall notify the assisting agency of such need in writing, when possible. In an emergency situation, the notification of the need for temporary assistance need not be in writing, but a written notification shall be provided as soon thereafter as possible.
4. Any disciplinary actions arising out of the temporary work assignment of any loaned officer will remain the responsibility of the officer's own agency.

5. The requesting agency specifically covenants and agrees to assume all liability for any act committed by the temporality assigned officer if said act was within the course and scope of the officer's temporary assignment or damage or injury caused by the use or misuse of loaned equipment, and further agrees to hold harmless and indemnify the assisting agency for any damages, including the payment of attorney's fees, incurred by the assisting agency pursuant to such temporary assignment.
6. The requesting agency agrees to hold harmless the assisting agency for any damage to the property of the requesting agency incurred in the scope and course of the temporarily assigned officer's duties or in the course and scope of the use of loaned equipment not accompanied by a temporarily assigned officer. Further, the assisting agency agrees to hold the requesting agency harmless for any damage to the property of the assisting agency occasioned by such act. This agreement shall not be construed as a bar to any other rights or claim, either direct or by subrogation, which either agency shall have against any other party.
7. The undersigned enter into this agreement pursuant to duly adopted resolutions of their respective governing bodies, as authorized by North Carolina General Statutes 160A-288.

THIS Agreement is entered into on the date of later signature set forth herein below.

This, the 5<sup>th</sup> day of March, 2015.

Budford & Stuy  
 Chief Shirley, Boiling Spring Lakes Police Department.

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 Chief Lisa Joyner, Sunset Beach Police Department.

NORTH CAROLINA

NORTH CAROLINA

COUNTY OF BRUNSWICK

COUNTY OF BRUNSWICK

I, Allison J. Scouler, a Notary Public of said county and state, do hereby certify that the above signed persons appeared before me this day and acknowledge the due execution of the foregoing MUTUAL ASSISTANCE AGREEMENT.

I, \_\_\_\_\_ a Notary Public of said county and state, do hereby certify that the above signed persons appeared before me this day and acknowledge the due execution of the foregoing MUTUAL ASSISTANCE AGREEMENT.

Witness my hand and notarial seal, this the 5<sup>th</sup> day of March, 2015.

Witness my hand and notarial seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Allison J. Scouler  
 My Commission Expires:  
9-17-19

\_\_\_\_\_  
 My Commission Expires:  
 \_\_\_\_\_

Notary Public

Notary Public

