



SUNSET BEACH POLICE  
COUNTY OF BRUNSWICK  
NORTH CAROLINA

LAW ENFORCEMENT  
MUTUAL ASSISTANCE  
AGREEMENT

**AGREEMENT**

THIS AGREEMENT, made and entered into on the date of later signature set forth herein below, in the year of 2017, by and between \_\_\_\_\_, Chief of the \_\_\_\_\_ Police Department, \_\_\_\_\_, North Carolina, and \_\_\_\_\_, Chief of the \_\_\_\_\_, \_\_\_\_\_, North Carolina.

**WITNESSETH**

Pursuant to Section 160A-288, and 90-95.2 of the General Statutes of North Carolina, the undersigned do hereby request each from the other, as the "Requesting Agency", and do hereby agree to provide each to the other, as the "Lending Agency", when feasible to do so, temporary assistance in enforcing the laws of the State of North Carolina when requested in writing to do so. This MUTUAL ASSISTANCE AGREEMENT shall serve as the request, in writing for such assistance. The assistance may consist of, but is not limited to, the loaning of deputy sheriffs or officers (including in an undercover capacity) and equipment and supplies.

Both parties acknowledge mutual benefit in the form of enhanced law enforcement capabilities and efficiency within the jurisdictions of both agencies which inures to the benefit of both, each signature affixed below in reliance upon the other.

In addition to the provisions of Section 160A-228, and 90-95.2 of the North Carolina General Statutes, the undersigned agree following terms and conditions:

**1. Legal Authority to Act Within the Requesting Agency's Jurisdiction.**

While on duty with the Requesting Agency, the temporarily assigned officer or deputy sheriff shall have the same jurisdiction, powers, rights, privileges, benefits, and immunities as the officers or deputy sheriffs of the Requesting Agency, in addition to those which he or she normally possesses.

**2. Persons to Whom Personnel from the Lending Agency are to Report**

While on duty with the Requesting Agency, a temporarily assigned officer or deputy sheriff shall be subject to the lawful operational commands of the superior officers in the requesting agency. The temporarily assigned officer shall obey all lawful and proper orders and diligently perform assigned duties, and shall work during assigned hours.

**3. Procedures for Requesting Mutual Aid**

When temporary assistance is needed pursuant to this MUTUAL ASSISTANCE AGREEMENT, the Requesting Agency shall notify the Lending Agency of the need for such assistance, and assistance shall be provided if feasible to do so. The Requesting Agency in need of temporary assistance shall notify the Lending Agency of such need in writing, when possible. Provided further, that where a request is made on an emergency basis, the

execution of this agreement shall be deemed the required written request, and the Requesting Agency shall furnish the specific request in writing as soon thereafter as practicable.

**4. Legal Status of Agency Personnel**

For personnel and administrative purposes, the temporarily assigned officer or deputy sheriff shall remain under the control of the Lending Agency, and shall be entitled to Worker Compensation and other benefits to which he or she would be entitled if functioning within the normal course and scope of their duties with the Lending Agency.

Any disciplinary actions arising out of the temporary work assignment or any loaned deputy sheriff or officer will remain the responsibility of the Lending Agency.

**5. Release of Liability and Indemnification by Requesting Agency**

The Requesting Agency specifically covenants and agrees to assume all liability for any act committed by the temporarily assigned officer or deputy sheriff within the course and scope of his or her temporary assignment or damage or injury caused by the use or misuse of loaned equipment, and further agrees to hold harmless and indemnify the Lending Agency for all costs of litigation, including damages, awards, penalties, payment of attorney's fees or other costs incurred by the Lending Agency pursuant to such temporary assignment.

The Requesting Agency agrees to hold harmless the Lending Agency for any damage to 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 Lending Agency agrees to hold the Requesting Agency harmless for any damage to the property of the Lending 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.

**6. Persons Authorized to Request Mutual Aid**

Such requests will be executed by the Chief or Sheriff of the Requesting Agency or, in his absence, by such other person as has been designated to make or grant such requests.

**7. Length of Assignment**

Deputy Sheriffs and officers shall be assigned to the Requesting Agency in a number and for such time period specified by agreement of the Chief or Sheriff of the Requesting Agency and the Chief or Sheriff of the Lending Agency.

The Chief or Sheriff of the Lending Agency reserves the right to recall any officer(s) or deputy sheriff(s) from temporary assignment with the Requesting Agency at any time.

**8. Communications Between Agency Personnel**

Interoperable communications between respective agencies shall be coordinated or facilitated by the Requesting Agency. Radio communications between the Requesting Agency personnel and the Lending Agency personnel will be maintained by: communicating on a mutually operating radio frequency, a mutual aid channel, through the Requesting Agency and Lending Agency's communication centers; through the use of cell phones; or any other means mutually agreed upon. Should the Requesting Agency personnel not have the capability to

communicate with the Lending Agency personnel on a common or shared frequency, then the Requesting Agency will either provide compatible radio equipment or pair personnel who have the capability to communicate on a common or shared radio frequency.

**9. Asset Forfeiture**

In the event that any assets are forfeited as a result of the assistance provided by this agreement, the Requesting and Lending agencies agree to a reasonable and proportional sharing of proceeds.

**10. Review and Revision**

This agreement will remain in effect unless notice of intent to terminate is provided to the other party in writing at least thirty days prior to the intended termination date. All requests for revisions to the contract must be made in writing and submitted to the other party for review. No revisions, amendments or modifications of this Agreement, or any part thereof shall be valid unless made in writing and agreed upon by both parties, as evidenced by their respective signatures.

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

SO AGREED,

\_\_\_\_\_

Police Chief

\_\_\_\_\_ Police Department, \_\_\_\_\_, North Carolina

North Carolina  
County of Brunswick

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

Witness my hand and notarial seal, this the \_\_\_\_ day of \_\_\_\_\_, 2017.

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

Notary Public

\*\*\*\*\*

SO AGREED,

\_\_\_\_\_

Police Chief

\_\_\_\_\_ Police Department, \_\_\_\_\_, North Carolina.

County of Brunswick  
North Carolina

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

Witness my hand and notarial seal, this the \_\_\_\_ day of \_\_\_\_\_, 2017.

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

Notary Public