

**RESOLUTION ADOPTING A POLICY FOR MUTUAL ASSISTANCE
WITH OTHER LAW ENFORCEMENT AGENCIES**

WHEREAS, pursuant to North Carolina General Statutes § 160A-288, the governing body of a county may adopt appropriate guidelines for the purpose of mutual assistance with other municipal and county law enforcement agencies; and

WHEREAS, pursuant to said laws, the law enforcement assistance to be rendered authorizes lending officers to work temporarily with officers of the requesting agencies, including in an undercover capacity, and lending equipment and supplies; and

WHEREAS, it is deemed to be in the best interests of the citizens of Chatham County to adopt a reasonable policy and guidelines whereby reciprocal law enforcement assistance can be both rendered to and obtained from other governmental jurisdictions; and


WHEREAS, such reciprocal assistance is necessary for effective law enforcement for the protection of the citizens of Chatham County;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY
COMMISSIONERS THAT:**

1. The Sheriff is hereby authorized to enter into mutual assistance arrangements with other municipal and county law enforcement agencies, provided that the head of the requesting law enforcement agency makes such a request in writing.
2. The Sheriff is hereby authorized to permit officers of the Chatham County Sheriff's Office to work temporarily with officers of the requesting agency, including in an undercover capacity, and the Sheriff may lend such equipment and supplies to requesting agencies as he deems advisable.
3. All such request and authorizations shall be in accordance with North Carolina General Statutes § 160A-288, as applicable.
4. 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 payment of judgments) as the officers of the requesting agency in addition to those the officer normally possesses.
5. 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 purposes 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.

6. The Sheriff is hereby authorized to enter into mutual assistance agreements with other law enforcement agencies in accordance with such reasonable arrangements, terms and conditions as may be agreed upon between the respective heads of the law enforcement agencies.

Adopted this, the 2nd day of June, 2008.



George Lucier, Chairman

ATTEST:



Sandra B. Sublett, CMC, Clerk to the Board
Chatham County Board of Commissioners

Chatham County Sheriff's Office



Richard H. Webster

Sheriff of Chatham County

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MUTUAL ASSISTANCE AGREEMENT

Pursuant to North Carolina General Statutes 160A-288, the undersigned do hereby request each other, and agree to provide each other, when feasible to do so, temporary assistance in enforcing the laws of North Carolina, to include but not limited to laws subject to the North Carolina Controlled Substance Act and other matters. This MUTUAL ASSISTANCE AGREEMENT shall serve as the request, in writing for such assistance. The assistance may consist of, but not limited to, the loaning of officers (including in an Undercover capacity) and equipment and supplies.

1. Chatham County Sheriff's deputies shall be assigned to the requesting agency in a number and a time period specified by the Sheriff of Chatham County.
2. The Sheriff of Chatham County reserves the right to recall any officer(s) from temporary assignment with a requesting agency at any time.
3. The officer in charge of the division that a temporarily assigned officer is working shall provide to the employing agency a weekly report of the officer's activities that should include but not limited to; hours worked and the assignments performed by the officer. This report should be forwarded to the division supervisor of the temporarily assigned officers employing agency.
4. While working with a requesting agency, a temporarily assigned 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 loaned officer normally possesses.
5. All reasonable expenses incurred by the temporarily assigned officer, including the costs of travel, food and lodging, shall be assumed by the requesting agency. The requesting agency shall assume the costs of any travel required of the temporarily assigned officer in connection with or arising out of the officer(s) temporary assignment to the requesting agency, including but not limited to, travel to court appearances.
6. The requesting agency shall furnish the temporarily assigned officer with the money, equipment, and personnel reasonably necessary to perform his duties effectively and safely. However, the temporarily assigned officer shall report for work with the necessary equipment assigned to him by his employer.

7. Supplies and equipment may be loaned to a requesting agency as determined by the Sheriff of Chatham County. All supplies and equipment so loaned must be returned within thirty (30) days from the termination of assistance.
 8. The requesting agency agrees to hold harmless the employing 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 employing agency to hold the requesting agency harmless for any damage to the property of the employing 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.
 9. While on duty with the requesting agency, a temporarily assigned officer shall be subject to the lawful operational commands of the officer's superior officers in the requesting agency, but the loaned officer shall for personnel and administrative purposes, remain under the control of the officer's own agency, including for purposes of pay. An officer shall furthermore be entitled to worker's compensation and the same benefits by the employing agency to the extent as though he were functioning within the normal scope of the officer's duties.
 10. When temporary assistance is needed pursuant to this MUTUAL ASSISTANCE AGREEMENT, the requesting agency shall notify the employing agency of the need for such assistance and the assistance shall be provided if feasible to do so. A requesting agency that needs temporary assistance shall notify the employing agency of such need in writing, when possible. In exigent circumstances and emergencies, 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. A DCI notification will satisfy this provision.
 11. Any disciplinary actions arising out of the temporary work assignment of any loaned officer will remain the responsibility of the officer's employing agency. All temporarily assigned officer(s) shall remain subject to the rules and regulations, policies and general orders of the employing agency.
 12. The requesting agency specifically covenants and agrees to assume all liability for any act committed by the temporarily assigned officer 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 employing agency for any damages, including the payment of attorney's fees, incurred by the assisting agency pursuant to such temporary assignment.
 13. In the event that any assets are forfeited as a result of assistance provided by this agreement, the requesting and employing agency agree to a reasonable and proportional sharing of proceeds.
 14. 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.
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IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

This ____ day of _____, 20____.

Sheriff/Chief

County/City

STATE OF NORTH CAROLINA
COUNTY OF _____

I, a Notary Public of said county and state, do hereby certify that

Personally appeared before me this day and acknowledged the due execution of the foregoing
MUTUAL ASSISTANCE AGREEMENT.

Witness my hand and official stamp or seal ____ day of _____, 20____.

Notary Public

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

This ____ day of _____, 20____.

Richard H. Webster
Sheriff of Chatham County

STATE OF NORTH CAROLINA
COUNTY OF CHATHAM

I, a Notary Public of said county and state, do hereby certify that

Personally appeared before me this day and acknowledged the due execution of the foregoing
MUTUAL ASSISTANCE AGREEMENT.

Witness my hand and official stamp or seal ____ day of _____, 20____.

Notary Public