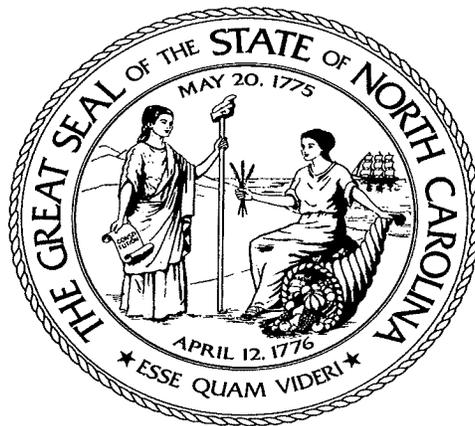

MUTUAL AID AGREEMENTS BETWEEN LAW ENFORCEMENT AGENCIES IN NORTH CAROLINA

ROY COOPER
ATTORNEY GENERAL



NORTH CAROLINA DEPARTMENT OF JUSTICE
LAW ENFORCEMENT LIAISON SECTION
REVISED EDITION
OCTOBER 2014

This publication is only represented to be current as of the revision date on this cover page. Information contained in this publication should not be relied upon as legal advice in a particular scenario. This information is designed as a reference guide only.

TABLE OF CONTENTS

I. INTRODUCTION 1

II. LAW ENFORCEMENT OFFICERS ASSISTING
AS PRIVATE CITIZENS 1

III. MUTUAL AID AGREEMENTS BETWEEN LOCAL
AGENCIES PURSUANT TO CHAPTER 160A 3

IV. MUTUAL ASSISTANCE AGREEMENTS BETWEEN LOCAL AND
STATE AGENCIES PURSUANT TO CHAPTER 160A 7

V. MUTUAL AID AGREEMENTS PURSUANT
TO CHAPTER 90 9

VI. MUTUAL AID AGREEMENTS WITH
FEDERAL AGENCIES 10

VII. OTHER METHODS OF ASSISTANCE 12

 A. "CROSS-SWORN" AS AN OFFICER WITH
 ANOTHER AGENCY 12

 B. JOINT CITY AND COUNTY AUXILIARY
 LAW ENFORCEMENT ORGANIZATIONS 13

 C. INTER-LOCAL COOPERATION 14

 D. INTERCHANGE OF GOVERNMENTAL EMPLOYEES 14

VIII. COMMONLY ASKED QUESTIONS ABOUT
MUTUAL AID AGREEMENTS 15

APPENDIX
EXAMPLES OF DOCUMENTS

1. Resolution by Governing Body
 - a. County/Sheriff's Office
 - b. Town or City/Police Department

2. Mutual Aid Agreement Pursuant to N.C.G.S. § 160A-288
 - a. Sheriff's Office
 - b. Police Department

3. Mutual Aid Agreement Pursuant to N.C.G.S. § 90-95.2

4. "Fill in the Blank" Form to Request Temporary Assistance

STATUTES

1. N.C.G.S. § 15A-404
2. N.C.G.S. § 15A-405
3. N.C.G.S. § 15A-406
4. N.C.G.S. § 18B-501
5. N.C.G.S. § 90-95.2
6. N.C.G.S. § 153A-212
7. N.C.G.S. § 160A-282
8. N.C.G.S. § 160A-283
9. N.C.G.S. § 160A-288
10. N.C.G.S. § 160A-288.1
11. N.C.G.S. § 160A-288.2
12. N.C.G.S. § 166A-19.72

A copy of each of these statutes is available at www.ncleg.net

I. INTRODUCTION

One of the most valuable tools North Carolina law enforcement agencies have at their disposal is the ability to share resources and expertise among agencies pursuant to mutual aid agreements. From the occasional need to borrow equipment to an extended undercover drug investigation, and from the need for additional officers in time of a natural disaster to the ability of an officer from a city being able to assist a deputy in the county, mutual aid agreements are exercised daily throughout the state. Departments both large and small occasionally need additional help, and mutual aid agreements enable officers to lend a helping hand in times of need.

The purpose of this publication is to provide law enforcement agencies and their officers with a reference guide that includes the statutory authority, instructions on how to enter into an agreement, the limitations of any agreement, the answers to the most commonly asked questions about such agreements, and examples of various documents to assist in entering into mutual aid agreements. The documents provided, set forth the proper terms to be included and also provide the correct procedure for the exercise of the agreement. The forms are derived from various sources and have been distributed by the Office of the Attorney General to law enforcement agencies.

This publication will provide the agency and the officer with the requirements of both Chapter 160A (cities and towns; also counties) and Chapter 90 (the drug laws) of the North Carolina General Statutes and will address mutual aid agreements between local governments (e.g. city and city, city and county, and county and county) and between local government and the state. Only brief mention, by way of explanation, is made of agreements with federal law enforcement agencies.

The legal opinions expressed in this publication are based on statutory authority and advisory and formal opinions of the Office of the Attorney General. There is little case law directly addressing the exercise of law enforcement authority pursuant to a mutual aid agreement.

Also, it is important to note that the territorial jurisdiction of numerous local law enforcement agencies has been expanded by local modification to the governing statutes. It is suggested that an agency or officer look at the notations to N.C.G.S. § 160A-286 ("Extraterritorial jurisdiction of policemen") and N.C.G.S. § 15A-402 ("Territorial jurisdiction of officers to make arrests") to determine if their agency, or an agency with which they intend to enter into a mutual aid agreement, is affected by a local modification.

II. LAW ENFORCEMENT OFFICERS ASSISTING AS PRIVATE CITIZENS

When outside either his/her territorial or subject matter jurisdiction, a law enforcement officer is a private citizen, *i.e.*, the officer cannot make an arrest, serve a search warrant, issue a

citation, or direct traffic. However, in certain situations, private citizens are given authority similar to that of a law enforcement officer.

All private citizens are given authority to "detain" another person pursuant to N.C.G.S. § 15A-404. Private citizens **do not** possess the power of arrest in North Carolina. A person may detain another person when he/she has probable cause to believe that the person detained has committed **in his/her presence**:

1. A felony;
2. A breach of the peace;
3. A crime involving physical injury to another person; or
4. A crime involving theft or destruction of property.

Any detention must be in a reasonable manner considering the offense involved and the circumstances of the detention. The detention can be no longer than the time period required either to 1) determine that no offense was committed, or 2) surrender the person to a law enforcement officer.

A private citizen who detains another must immediately notify a law enforcement officer and, unless it is determined that no offense has been committed the person is released, must surrender the person to the law enforcement officer. Therefore, "detain" means "to hold or keep in or as if in custody," and a private citizen is not allowed to employ any greater force than an officer could employ to effect an arrest under similar circumstances. (See State v. Wall, 304 N.C. 609 (1982))

Further, private citizens may assist law enforcement officers in effecting arrests and preventing escapes from custody when requested to do so by a law enforcement officer. Pursuant to N.C.G.S. § 15A-405, a person has the same authority to effect an arrest or prevent escape from custody as the officer making the request. However, such private citizens are not excused from the use of unreasonable or excessive force or for willful, malicious or criminally negligent conduct. Nor would they be excused from an incident where the officer was wrong; the officer's actions can be imputed to the citizen. North Carolina General Statute § 15A-405(b) does, however, provide certain protections against civil and criminal liability for acts done at the request of an officer, unless he knows the arrest is invalid.

Finally, under N.C.G.S. § 15A-734, "any peace officer or a private person" may make a warrantless arrest of a person "upon reasonable information that the accused stands charged in the courts of a state with a crime punishable by death or imprisonment for a term exceeding one year." In this event, the person arrested must be taken before a judge or magistrate "with all practicable speed," to make complaint against the person under oath setting forth the ground for arrest.

So what does all this mean? It means these are the only authorities an officer has, or the only protections provided, when an officer leaves his/her own jurisdiction to assist another officer to perform a law enforcement function.

III. MUTUAL AID AGREEMENTS BETWEEN LOCAL AGENCIES PURSUANT TO CHAPTER 160A

The primary authority for city and county law enforcement agencies to enter into mutual aid agreements is N.C.G.S. § 160A-288, entitled "Cooperation between law enforcement agencies." Although Chapter 160A governs cities and towns, N.C.G.S. § 153A-212 makes this statute applicable to counties. Additionally, N.C.G.S. § 18B-501(d) gives local ABC officers the status of a "law enforcement agency" for purposes of N.C.G.S. § 160A-288 and a local ABC board the same authority as a city or county governing body to approve cooperation between law enforcement agencies under this statute.

This statute requires a local law enforcement agency **lending** assistance to obtain authorization to enter a mutual assistance agreement from the governing body of its city or county, i.e., town or city council or commission or county board of commissioners. Once this authorization is obtained, the head of the agency, e.g. the chief or sheriff, or a person delegated authority by the agency head, may temporarily provide assistance to another agency if the assistance is requested in writing by the head of the other agency. Only one officer in the agency shall have the delegated authority at any time.

The statute authorizes agencies to loan:

1. Officers (including in an undercover capacity);
2. Equipment; and
3. Supplies.

The statute authorizes agencies to assist in enforcing the laws of North Carolina. The governing body may officially adopt rules, policies, or guidelines placing conditions or restrictions on the exercise of any agreement. However, the statute specifically provides that while on duty with the requesting agency, an officer is subject to the lawful operational commands of his/her superior officers in the requesting agency. Such officers remain, however, under the control of their employing (i.e., lending) agency for administrative and personnel purposes, including pay.

While working with the requesting agency, an officer shall have the same jurisdiction, powers, rights and privileges as an officer of the requesting agency, in addition to those the officer normally possesses. This includes immunities relating to the defense of civil actions and payment of judgments. Further, assisting officers are entitled to workers' compensation and the same benefits as though they were functioning within the normal scope of their duties.

For purposes of this statute "law enforcement agency" means **only**:

1. A municipal police department,
2. A county police department,

3. A sheriff's office, or
4. Local ABC officers.

By the express language of this statute, all other state and local agencies are excluded from the provisions of N.C.G.S. § 160A-288. (Assistance by State law enforcement officers is covered in 160A-288.1.) For purposes of this statute, the following are equated with a municipal police department:

1. A campus law enforcement agency established pursuant to N.C.G.S. § 116-40.5(a) or N.C.G.S. § 115D-21.1(a),
2. A college or university which is licensed, or exempted from licensure, by N.C.G.S. § 116-15 and which employs company police officers commissioned by the Attorney General pursuant to Chapter 74E or Chapter 74G of the General Statutes,
3. A local airport police agency established pursuant to G.S § 63-53, and
4. A company police agency of the Department of Agriculture and Consumer Services commissioned by the Attorney General pursuant to Chapter 74E of the General Statutes.

Therefore, N.C.G.S. § 160A-288 applies only to these agencies and officers. Other than **campus** company police, N.C.G.S. §§ 74E-6(d) and (g) and § 74G-6(c) provide that no other type of company police agency has the authority to enter into mutual assistance agreements. However, a local act was passed in 2007, which allows the Lake Royale Company Police Program to enter into a multi-jurisdictional drug task force at the request of the Franklin County Sheriff.

Prior to any mutual assistance agreement being entered into by the agency, the governing body of the city or county (or local ABC board or board of trustees of a college or university) must take official action to authorize entry into an agreement pursuant to N.C.G.S. § 160-288. This is normally done by a resolution. (NOTE: An example of such a resolution is included in the Appendix.) The required resolution can be either specific or general. A specific resolution authorizes the agency to enter mutual assistance agreements only with certain listed agencies. Therefore, if the chief or sheriff wants to enter into agreements with other agencies not specifically listed, the governing body must pass an additional resolution.

A general resolution authorizes the chief or sheriff to enter into mutual assistance agreements but does not specify with which agencies the agreements may be executed. This type of resolution allows the chief or sheriff to enter an agreement with additional agencies at a later date; no additional resolution is required. The general resolution provides greater flexibility and involves the least effort

by the governing body. The general resolution permits the chief or sheriff to participate in mutual assistance agreements as the need arises.

Although the statute requires that any mutual assistance rendered must be "temporary," it does not restrict the duration of the underlying mutual assistance agreement. Therefore, the underlying mutual assistance agreement is not required to have an expiration date. However any references within the mutual assistance agreement to the assistance should be to "temporary assistance." It is the assistance that must be temporary, and not the agreement itself. "Temporary" is defined as "lasting for a limited period of time." When officers are being loaned for a longer assignment, such as undercover drug investigation, the written request should specify the time covered by the "temporary assistance." In such instances many agencies have elected to use requests for mutual assistance that do not exceed 12 months, although this period is not mandated by law.

Also, the statute requires that once the mutual aid agreement is in existence, any request for assistance must be in writing. Although no appellate court decisions interpret the "writing" requirement of N.C.G.S. § 160A-288, it has been the consistent opinion of this Office (see, 47 NCAG 181 (1978)) that the purpose of the statute would be fulfilled if some writing exists to confirm that the officers were in fact requested to come outside their territorial jurisdiction. As a practical matter, sometimes the need for assistance is immediate. In those circumstances, a writing memorializing the request for assistance may be subsequently prepared. Such an interpretation provides allowance for "officer needs assistance" and other emergency requests where a prior request is not practically feasible. In keeping with these statutory requirements and opinions of this Office, an urgent request for assistance may be made orally (e.g. by radio, telephone, or personally), then followed up with an additional written request as soon as practical. A "fill in the blank" form is sufficient to fulfill the requirement of a writing. (An example of such a form is included in the Appendix).

The statute specifies that the request for assistance must be "in writing" but does not specify, nor restrict, the mechanism for transmitting the written request. Therefore, in addition to a letter sent by traditional means, the request may be sent electronically by FAX, the DCI network, or by e-mail.

The mutual aid agreement document, by itself, will not suffice for the written request for assistance. There must be a separate written request for assistance. In those situations where the assistance is to be over an extended period -- such as an undercover investigation or a joint task force -- the Attorney General's Office has consistently advised that the separate written request for assistance should specify that the assistance is "temporary" (e.g. 12 months or less).

Further, the statute provides that the agency head may delegate his/her authority to request mutual assistance to another officer, "but only one officer in the agency shall have this delegated authority at any time." Therefore, the agency can delegate this authority to a named individual officer (i.e., Capt. John Doe) or to a specified position or rank (i.e., highest ranking or most senior officer on duty or the shift supervisor).

Copies of example mutual assistance agreements are included in the Appendix. Any mutual assistance agreement should provide certain essential elements. Some of these elements are required by statute, while others should be included as a practical matter. All mutual assistance agreements should be reviewed by the agency's legal counsel prior to signing.

The mutual aid agreement should require the requesting agency to notify the assisting agency whenever assistance is needed. The agreement should specify that the request be in writing and in advance, if possible. Further, it should state that if an emergency arises and a written request for assistance cannot be given in advance, once the emergency is over the request will be documented in writing by the requesting agency to the assisting agency.

The mutual aid agreement should state that the requested assistance will be provided "when feasible to do so." Such a provision will allow for those occasions where an agency is not able to provide the requested assistance due to its own personnel or equipment shortage or emergency situation.

As to loaned officers, the agreement should reflect the statute and make clear that the loaned officer has all the jurisdiction, powers, rights and privileges of an officer of the requesting agency, in addition to those he already possesses. Further, since the statute provides that the assisting officer is subject to the lawful operational commands of his/her superior officers in the requesting agency, a mutual aid agreement can provide that the requesting agency assumes any and all liability for the acts of the officer while he is assisting that agency.

Similarly, since the statute specifically addresses the question of personnel and pay, as well as worker's compensation, the agreement can mirror this language in its terms.

Also, the agreement should address liability for damage to, or loss of, loaned equipment. The agencies should negotiate this issue and memorialize their resolution in the text of the mutual aid agreement.

Do not put an expiration date in the agreement unless the agency wishes the agreement to be effective only for a specific period. A mutual aid **agreement** can be continuing; it is the "**assistance**" that must be temporary. However, as stated earlier, this Office has consistently suggested that even mutual aid agreements that are intended to be continuing should be reviewed, and possibly re-executed, annually.

Finally, any mutual assistance agreement between local agencies should be signed by the chief or sheriff of each agency.

Each agency's departmental file should contain all pertinent documents once a mutual aid agreement has been entered into. The agency's departmental file should contain a copy of the resolution adopted by the governing body of the other law enforcement agency. Also, the file should

contain the **original** signed copy of the mutual assistance agreement entered into between the heads of the respective law enforcement agencies.

The absence of a mutual aid agreement, or a defective but executed mutual aid agreement, leaves an officer acting outside his/her jurisdiction with only those authorities and protections provided by N.C.G.S. §§ 15A-404, -405, and -734.

A North Carolina law enforcement agency has no authority to enter into a mutual aid agreement with another state, or with an entity of another state such as an out-of-state law enforcement agency. The authority delegated to local enforcement agencies by the North Carolina General Assembly is expressly limited to within North Carolina. Further, under N.C.G.S. § 147-12(4), only the Governor has the authority to enter into a contract, pact, or agreement with another state or the federal government. The only authority granted by the General Assembly for a local entity to enter into mutual assistance agreements with another state is under Chapter 166A, the North Carolina Emergency Management Act. Pursuant to N.C.G.S. § 166A-19.72, the governing body of local governments may enter into mutual aid agreements for reciprocal emergency management aid and assistance subject to the approval of the Governor.

Therefore, even if a law enforcement agency in another state has the authority to enter into an agreement with a North Carolina agency, the North Carolina agency lacks the authority to grant any jurisdiction, powers, rights, privileges, or immunities upon the out-of-state agency or its officers.

IV. MUTUAL ASSISTANCE AGREEMENTS BETWEEN LOCAL AND STATE AGENCIES PURSUANT TO CHAPTER 160A

For a local officer to leave his/her territorial jurisdiction to assist a state law enforcement officer, the local officer must be acting pursuant either to an assistance agreement with a state law enforcement agency or to the powers available to a private citizen. Such an agreement is not required, however, for a local law enforcement agency with territorial and subject matter jurisdiction to assist a state law enforcement agency that has subject matter jurisdiction.

In addition to authorizing certain local law enforcement agencies to enter into mutual aid agreements among themselves, Chapter 160A also authorizes the same agencies to enter into assistance agreements with a state law enforcement agency. North Carolina General Statute § 160A-288.2, entitled "Assistance to State law-enforcement agencies," authorizes municipal police departments, county police departments, and sheriff's offices to enter into agreements to provide assistance, upon request, to officers of a state law enforcement agency. Pursuant to N.C.G.S. § 18B-501(e), under certain conditions local ABC officers are authorized by statute to assist state law enforcement agencies and are given statewide jurisdiction when doing so.

For purposes of this statute “ State law-enforcement agency” is defined as “any State agency, force, department, or unit responsible for enforcing criminal laws.” Many such agencies have statewide jurisdiction, although some do not (*e.g.*, State Capital Police, General Assembly Police). Likewise, state agencies may have limited subject matter jurisdiction.

Subparagraph (c) of N.C.G.S. § 160A-288.2 equates the following with a municipal police department for purposes of this statute:

1. A campus law enforcement agency established pursuant to G.S. 116-40.5(a), and
2. A campus police agency established pursuant to Chapter 74E or 74G of the General Statutes.

The provisions of N.C.G.S. § 160A-288.2 are identical to N.C.G.S. § 160A-288 in all other respects. A mutual assistance agreement with a state law enforcement agency requires:

1. Authorization by the governing body for the **lending** agency,
2. Assistance be requested in writing by the agency head or delegated authority, and
3. Temporary assistance only.

The assistance may be lending officers (including working in an undercover capacity), equipment, and/or supplies. Further, as with N.C.G.S. § 160A-288 mutual aid agreements, officers assisting a state law enforcement agency pursuant to N.C.G.S. § 160A-288.2 shall:

1. Have the same jurisdiction, powers, rights, privileges, and immunities as the officers of the requesting agency in addition to those he/she normally possesses;
2. Be subject to the lawful operational commands of his/her superior officers in the requesting agency;
3. Remain under the control of the lending agency for purposes of personnel and administration, including pay; and
4. Be entitled to worker's compensation and other benefits to the same extent as though he/she were functioning within the normal scope of his/her duties.

A North Carolina law enforcement agency has no authority to enter into a mutual aid agreement with another state, or with an entity of another state such as an out-of-state law enforcement agency. The authority delegated to local enforcement agencies by the North Carolina General Assembly is expressly limited to within North Carolina. Further, under N.C.G.S. § 147-12(4), only the Governor has the authority to enter into a contract, pact, or agreement with another state or the federal government. The only authority granted by the General Assembly for a local entity to enter into mutual assistance agreements with another state is under Chapter 166A, the North Carolina Emergency Management Act. Pursuant to N.C.G.S. § 166A-19.72, the governing body of local governments may enter into mutual aid agreements for reciprocal emergency management aid and assistance subject to the approval of the Governor.

Therefore, even if a law enforcement agency in another state has the authority to enter into an agreement with a North Carolina agency, the North Carolina agency lacks the authority to grant any jurisdiction, powers, rights, privileges, or immunities upon the out-of-state agency or its officers.

By way of information, it is important to note that N.C.G.S. § 160A-288.1 authorizes the Governor to temporarily assign state law enforcement officers with statewide authority to provide law enforcement protection when local law enforcement officers:

1. Are engaged in a strike;
2. Are engaged in a slowdown;
3. Otherwise refuse to fulfill their law enforcement responsibilities; or
4. Submit mass resignations.

This action can be taken by the Governor only upon the written request of the governing body of the effected city or county. If the request is from a county's governing board, it must be made upon the advice of the sheriff of that county.

This statute provides that the Governor shall formulate such rules, policies, or guidelines as may be necessary to establish a plan to carry out a request under this statute. It also provides for compensation, benefits, and supervision of such state officers.

V. MUTUAL AID AGREEMENTS PURSUANT TO CHAPTER 90

In addition to the statutes governing mutual aid agreements between local agencies and between a local agency and a state agency in the enforcement of all criminal laws and other matters, the legislature provided for mutual aid agreements for the enforcement of specific types of criminal offenses.

North Carolina General Statutes § 90-95.2 provides for mutual assistance agreements between agencies for purposes of enforcing Chapter 90, the North Carolina Controlled Substances Act. This statute is substantially similar to N.C.G.S. § 160A-288, with certain exceptions.

First, N.C.G.S. § 90-95.2 is for the limited purpose of enforcing the North Carolina Controlled Substances Act, unlike N.C.G.S. § 160A-288, which applies to all criminal laws. Second, this statute provides in subsection (b)(2) that Chapter 90 mutual aid agreements may be entered into by **any** state or local law enforcement agency, force, department, or unit responsible for enforcing criminal laws in North Carolina. This definition of "law enforcement agency" includes numerous agencies not included under N.C.G.S. § 160A-288(b)(2). Third, unlike Chapter 160A mutual aid agreements, there is no requirement in N.C.G.S. § 90-95.2 that a law enforcement agency lending assistance have the authority of its governing body.

However, the language of this statute, in conjunction with N.C.G.S. § 74E-6(d) and (g), would prevent this statute from being applicable to **any** company or campus police agency certified pursuant to Chapters 74E or 74G.

With the exceptions immediately above, the requirements for N.C.G.S. § 90-95.2 are the same, and the guidelines set forth in Sections III. and IV. above, for Chapter 160A mutual assistance agreements are equally applicable. Therefore, when executing such an agreement, keep in mind that Chapter 90 agreements:

1. Are limited to violations of Chapter 90, the North Carolina Controlled Substances Act;
2. Can be entered into with any state or local law enforcement agency or department responsible for enforcing criminal laws in North Carolina; and
3. Do not require authorization from the governing body.

Otherwise, all the requirements set forth above, both statutory and practical, are applicable to mutual aid agreements pursuant to N.C.G.S. § 90-95.2.

VI. MUTUAL AID AGREEMENTS WITH FEDERAL AGENCIES

As with mutual aid agreements with an out-of-state law enforcement agency, a North Carolina law enforcement agency has no statutory authority to enter into a mutual aid agreement with a federal law enforcement agency. However, a state or local law enforcement agency may do so if authorized by federal law.

Research has not revealed a “federal law enforcement mutual aid agreement” statute in the United States Code. However, certain policies and provisions exist to provide for cooperative efforts and mutual aid and assistance to federal law enforcement agencies, and vice versa.

As a general rule, the United States Marshals only "cross-swear" state or local law enforcement officers for specific acts or cases, and then only for a specified period of time. Some federal law enforcement agencies, such as the United States Forest Service (*see* 16 U.S.C. 551a) and the National Park Service (*see* 16 U.S.C. 7A, *et. seq.*), may enter into "cooperative agreements" for the enforcement of criminal violations within their territorial jurisdiction with law enforcement agencies that otherwise have territorial jurisdiction. Such jurisdiction is dependant upon whether the jurisdiction on the federal property is concurrent or exclusively federal. (With a few exceptions, jurisdiction on both United States Forest Service and National Park Service property in North Carolina is concurrent and an agreement has been signed by the Governor.) Certain state and local law enforcement agencies in North Carolina currently participate in cooperative agreements with federal agencies. Local ABC officers are authorized by statute to assist federal law enforcement agencies under certain conditions and are given statewide territorial jurisdiction when doing so. *See* N.C.G.S. § 18B-501(e).

Although not a statute to provide for mutual assistance agreements, North Carolina does have a special provision of law that allows specified full-time law enforcement officers employed by the federal government to enforce state criminal laws in North Carolina under certain circumstances. North Carolina General Statutes § 15A-406 provides that the agents and officers of the federal agencies listed in the statute may provide **temporary assistance** to a state or local law enforcement agency or officer if:

1. Requested by the head of the state or local **agency**, or his/her designee, and the request is within the scope of the state or local law enforcement agency's subject matter and territorial jurisdiction; or
2. Requested by a state or local **officer** when at the time of the request the officer is acting within the scope of his/her subject matter and territorial jurisdiction.

A federal officer who has been requested to provide temporary assistance has the same powers and immunities as a North Carolina law enforcement officer while acting pursuant to this statute. The federal officer is not, however, considered an officer, employee, or agent of any state or local law enforcement agency and acts within the scope of his/her office or employment for purposes of the Federal Tort Claims Act while acting pursuant to this statute.

North Carolina General Statute § 15A-406 expressly states that “nothing in this statute shall be construed to expand the authority of federal officers to initiate or conduct an independent investigation into any violation of North Carolina law.”

Additionally, certain state agencies are statutorily allowed to confer law enforcement powers over criminal laws and other matters within their jurisdiction upon federal officers. For example, the Marine Fisheries Commission may confer such authority upon employees of the National Marine Fisheries Service and the Wildlife Resources Commission may confer such authority upon employees of the United States Fish and Wildlife Service. See, N.C.G.S. § 113-138.

Additionally, some state and local law enforcement agencies may have officers that are designated to perform certain immigration law enforcement functions pursuant to Section 287(g) of the Federal Immigration and Nationality Act. This Federal provision allows Immigration and Customs Enforcement (ICE) to provide state and local law enforcement officers with the training and subsequent authorization to identify, process, and when appropriate, detain certain immigration offenders. In order to have this authority, an agency must enter into a Memorandum of Agreement with the Department of Homeland Security.

VII. OTHER METHODS OF ASSISTANCE

In addition to the mutual aid agreements provisions previously addressed herein, numerous other methods exist to give a state or local law enforcement agency, or an individual officer, expanded jurisdiction as a means of assisting another agency or officer. **Some of these methods may not be available because of policies of the agency head or agency in question or other considerations.**

A. "CROSS-SWORN" AS AN OFFICER WITH ANOTHER AGENCY

Pursuant to N.C.G.S. § 128-1.1(a) both the North Carolina Criminal Justice Education and Training Standards Commission and the North Carolina Sheriffs' Education and Training Standards Commission allow an officer certified by them to also be sworn with a second agency. Such a provision allows municipal officers to assist other municipalities, whether within or without their county, and to assist county officers in the county. It also allows county officers, whether sheriff's deputies or county police officers, to assist in municipalities outside their county and in adjoining counties.

Since a deputy sheriff has jurisdiction anywhere in his/her county, he/she does not need a mutual assistance agreement in order to assist a city or town police officer within the police officer's city or town. However, for the city or town police officer to provide assistance to the deputy sheriff outside of the police officer's jurisdiction, the police officer would need to be acting pursuant to N.C.G.S. § 15A-405 or a mutual assistance agreement. Also, for a deputy sheriff to receive assistance from a deputy in an adjoining county, a mutual assistance agreement or the authority of N.C.G.S. § 15A-405 would be required. Therefore, even though a sheriff and his/her deputies have jurisdiction everywhere in their county, mutual assistance agreements can nevertheless work to their benefit. Further, state law enforcement officers can assist a municipality or county in the

enforcement of the criminal laws and other matters outside the state officer's **subject matter** jurisdiction.

Many of these problems can be resolved by simply having the officer "cross-sworn" with an agency with jurisdiction. However, the cross-swearing of any law enforcement officer, whether state or local, is subject to policy considerations of both the officer's primary employing agency, as well as the agency with which he/she seeks to be sworn.

As a general rule, an officer who is cross-sworn is subject to the operational commands, as well as the personnel and administrative control of the agency whose jurisdiction he is exercising or whose authority he/she is operating under. If he/she is exercising the jurisdiction, powers, rights and privileges of the agency with which he is/she sworn, this is subject to the immunities, including those relating to the defense of civil actions, of a regularly employed officer of that agency. Similarly, the agency with which he/she is sworn, and whose jurisdiction he/she is exercising, is civilly liable for his/her acts, including the payment of any judgments.

North Carolina General Statutes § 160A-282 provides that **volunteer** auxiliary officers and deputies of city and county auxiliary law enforcement organizations are entitled to certain benefits, including coverage under the North Carolina Workers' Compensation Act.

B. JOINT CITY AND COUNTY AUXILIARY LAW ENFORCEMENT ORGANIZATIONS

The governing body of any city, town or county is authorized by N.C.G.S. § 160A-283 to create and establish a joint law enforcement officers' auxiliary organization with one or more cities, towns or counties. This statute is made applicable to counties by N.C.G.S. § 153A-212. The joint organization must be established by a resolution or ordinance of each participating city, town, or county, and the resolution or ordinance must specify whether the members of the organization shall be volunteers or paid. Further, this statute provides that:

1. Members shall be appointed by the respective governing body;
2. Members shall take the oath required for law enforcement officers;
3. The organization may be called into service at anytime by:
 - a. the mayor or chief of police of the participating city or town, or

- b. the chairman of the board of commissioners or sheriff of the participating county.
4. Members shall be members of the agency which called them into service;
5. Members shall be entitled to all powers, privileges and immunities, including benefits under the Worker's Compensation Act as the regularly employed officers of the governing body that called them into service;
6. Members shall wear the uniform proscribed by such auxiliary organization while exercising any of the duties or authority of the organization;
7. Members shall **not** be considered as "public officers" within the meaning of the North Carolina Constitution.

C. INTER-LOCAL COOPERATION

North Carolina General Statutes Chapter 160A, Article 20, Part 1, provides for "inter-local cooperation." Pursuant to these statutes, any unit of local government may enter into contracts or agreements with each other in order to execute any undertaking. A "unit of government" is defined by N.C.G.S. § 160A-460(2) as "a county, city, consolidated city-county, local board of education, sanitary district, or other local political subdivision, authority, or agency of local government." North Carolina General Statutes § 153A-212 makes these statutes applicable to counties. An "undertaking" means the joint exercise by two or more units of local government of **any** power, function, public enterprise, right, privilege, or immunity of local government. Therefore, an "undertaking" can include law enforcement functions.

Any such contract or agreement for the joint exercise of powers must be ratified by resolution of the governing board of each unit and be of reasonable duration. These statutes set forth the provisions that must be included in any contract or agreement, the conferring of powers, duties, rights, or functions upon a joint agency, appropriating funds to such agencies, and the appointment of personnel.

D. INTERCHANGE OF GOVERNMENTAL EMPLOYEES

North Carolina General Statutes Chapter 126, Article 10, provides for the interchange of governmental employees. Any division, department, agency, instrumentality, authority, or political subdivision of the state may participate in a program of interchange of employees with divisions,

department, agencies, instrumentalities, authorities, or political subdivision of the federal government, of another state, or of this state. These statutes set forth the authority of sending and receiving agencies, the status of employees, administration, and expenses.

VIII. FREQUENTLY ASKED QUESTIONS

1. *WHO MAY ENTER INTO MUTUAL AID AGREEMENTS IN NORTH CAROLINA?*

Answer: Under N.C.G.S. § 160A-288 and other statutes, any city, town, or county police or sheriff's office, local ABC officers, campus law enforcement agency, municipal airport police, and a campus police agency of the Department of Agriculture and Consumer Services may enter into a mutual aid agreement with any other of the above agencies. The same is true for any state law enforcement agency under N.C.G.S. § 160A-288.2. Under N.C.G.S. § 90-95.2, any state or local law enforcement agency, force, department, or unit responsible for enforcing criminal laws in North Carolina may enter into mutual aid agreements for the limited purpose of enforcing the North Carolina Controlled Substances Act. With the exception of **campus** company police under N.C.G.S. §§ 160A-288 and 288.2, company police agencies may not enter into mutual aid agreements under N.C.G.S. §§ 160A-288 and 160A-288.2 or N.C.G.S. § 90-95.2.

2. *MUST A LOCAL LAW ENFORCEMENT AGENCY LENDING ASSISTANCE OBTAIN AUTHORIZATION TO ENTER A MUTUAL AID AGREEMENT?*

Answer: Yes, but only for mutual aid agreements under N.C.G.S. § 160A-288; no such requirement exists for mutual aid agreements under N.C.G.S. § 90-95.2. The authorization must be by the town or city council or commission, county board of commissioners, local ABC board, or the board of trustees of an institution of higher education. Only the agency **lending** assistance is required to have such authorization.

3. *WHO CAN AUTHORIZE ASSISTANCE TO BE GIVEN UNDER A MUTUAL AID AGREEMENT?*

Answer: The chief or sheriff of the local agency, or the director or chief officer of a state law enforcement agency, or a person designated by such agency head. The agency is not limited to only one designated person per agency, but can only have one designated person at any one time, such as one per shift.

4. *ARE ALL MUTUAL AID AGREEMENTS TEMPORARY?*

Answer: No. The duration of a mutual aid agreement is not restricted. It is the **assistance** that must be temporary, not the agreement. However, an agency can enter into a "temporary mutual aid agreement" -- an agreement of short duration with an expiration date -- if the agency so chooses.

5. *MUST THE REQUEST FOR ASSISTANCE BE IN WRITING?*

Answer: Yes. However, in situations where it would be impractical to make a written request for assistance prior to assistance being rendered, such as in an emergency, the request can be followed up by a writing confirming the request as soon as practicable.

6. *WHAT POWERS DOES AN OFFICER HAVE WHEN ASSISTING ANOTHER OFFICER OR AGENCY?*

Answer: The officer has the same jurisdiction, powers, rights, privileges, and immunities as the officers of the requesting agency in addition to those he/she normally possesses.

7. *WHO SUPERVISES AN OFFICER ON LOAN TO ANOTHER AGENCY?*

Answer: A loaned officer is subject to the lawful operational commands of his/her superior officers in the receiving agency. However, for personnel and administrative purposes, including pay, the officer remains under the control of his/her own agency. This is the case for all three types of mutual assistance agreements (*i.e.*, between local agencies, between local and state agencies, and for the sole purpose of enforcing the drug laws).

8. *WHO IS RESPONSIBLE FOR DAMAGED OR LOST LOANED EQUIPMENT?*

Answer: The agencies can negotiate this issue. The agreement should specify the agencies' resolution of the issue.

9. *MUST AN AGENCY HAVE A MUTUAL AID AGREEMENT DIRECTLY WITH THE BORROWING AGENCY?*

Answer: Yes. An agency must have an agreement directly with the agency to which it is lending assistance.

10. *WHAT CONSTITUTES A "STATE LAW ENFORCEMENT AGENCY?"*

Answer: A "state law enforcement agency" is defined as "any state agency, force, department, or unit responsible for enforcing criminal laws." This is a broad definition that would include virtually all laws enforcement agencies within a state government department or agency. However, special company police

agencies that would otherwise meet the definition are excluded from participating in mutual aid agreements.

11. *MAY A NORTH CAROLINA LOCAL LAW ENFORCEMENT AGENCY ENTER INTO A MUTUAL AID AGREEMENT WITH A LAW ENFORCEMENT AGENCY IN ANOTHER STATE?*

Answer: No. No authority exists for a North Carolina law enforcement agency to enter into a mutual aid agreement with another state, or with an entity of another state such as an out of state law enforcement agency.

12. *CAN A MUTUAL AID AGREEMENT PURSUANT TO CHAPTER 90 BE FOR ANY PURPOSE?*

Answer: No. Mutual aid agreements pursuant to Chapter 90 are for the limited purpose of enforcing the North Carolina Controlled Substances Act.

13. *WHO CAN ENTER INTO MUTUAL AID AGREEMENTS UNDER CHAPTER 90?*

Answer: **Any** state or local law enforcement agency, force, department, or unit responsible for enforcing criminal laws in North Carolina. However, all company police agencies, even though they would otherwise meet this definition, are excluded from participating in mutual aid agreements under Chapter 90.

14. *DO MUTUAL AID AGREEMENTS PURSUANT TO CHAPTER 90 REQUIRE AUTHORIZATION FROM THE AGENCY'S GOVERNING BODY?*

Answer: No. Unlike the general mutual aid agreements for the enforcement of all criminal laws and other matters, mutual aid agreements pursuant to Chapter 90 do not require authorization from the agency's governing body.

15. *IS THERE STATUTORY AUTHORIZATION FOR A NORTH CAROLINA LAW ENFORCEMENT AGENCY TO ENTER INTO A MUTUAL AID AGREEMENT WITH A FEDERAL AGENCY?*

Answer: No. However, other methods exist in order to provide for cooperative efforts with federal agencies and to give and receive mutual aid and assistance.

16. *ARE MUTUAL AID AGREEMENTS THE ONLY METHOD AVAILABLE TO EXPAND AN OFFICER'S JURISDICTION AS A MEANS OF ASSISTING ANOTHER AGENCY OR OFFICER?*

Answer: No. Other methods of assistance exist, including being "cross-sworn" as an officer with another agency, and various statutory methods for joint auxiliary organizations, inter-local cooperation, and exchange of governmental employees.

APPENDIX

EXAMPLES OF DOCUMENTS

**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 _____ 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 _____ County;

NOW, THEREFORE, BE IT RESOLVED BY THE _____ 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 _____ 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. he 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.

_____ moved for the adoption of the foregoing resolution.
_____ seconded the motion and, upon vote, the same was adopted.

This the _____ day of _____, 2_____.

Chairman, _____
Board of Commissioners

**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 city 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 _____ 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 _____;

NOW, THEREFORE, BE IT RESOLVED BY THE _____ THAT:

1. The Chief of Police 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 Chief of Police is hereby authorized to permit officers of the _____ Police Department to work temporarily with officers of the requesting agency, including in an undercover capacity, and the Chief of Police may lend such equipment and supplies to requesting agencies as he/she 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 Chief of Police 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.

_____ moved for the adoption of the foregoing resolution.
_____ seconded the motion and, upon vote, the same was adopted.

This the _____ day of _____, 2_____.

MUTUAL ASSISTANCE AGREEMENT

Pursuant to North Carolina General Statutes § 160A-288 the undersigned do hereby request of each another, and agree to provide to each another, when feasible to do so, temporary assistance in enforcing the laws of North Carolina and other matters. 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 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 loaned 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 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 to the extent as though he/she 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 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 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. The 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.

NORTH CAROLINA
COUNTY OF _____ 2 _____

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

Witness my hand and notarial seal, this the _____ day of _____, 2____.

_____ My Commission Expires: _____
Notary Public

SO AGREED.

This the _____ day of _____, 2____.

Sheriff _____

NORTH CAROLINA
COUNTY OF _____ 2 _____

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

Witness my hand and notarial seal, this the _____ day of _____, 2____.

_____ My Commission Expires: _____
Notary Public

SO AGREED.

This the _____ day of _____, 2____.

Sheriff/Chief _____

MUTUAL ASSISTANCE AGREEMENT

Pursuant to North Carolina General Statutes § 160A-288 the undersigned do hereby request of each another, and agree to provide to each another, when feasible to do so, temporary assistance in enforcing the laws of North Carolina and other matters. 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 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 loaned 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 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 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 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 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. The 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.

NORTH CAROLINA
COUNTY OF _____ 2 _____

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

Witness my hand and notarial seal, this the _____ day of _____, 2_____.

_____ My Commission Expires: _____
Notary Public

SO AGREED.

This the _____ day of _____, 2_____.

Chief _____

NORTH CAROLINA
COUNTY OF _____ 2 _____

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

Witness my hand and notarial seal, this the _____ day of _____, 2_____.

_____ My Commission Expires: _____
Notary Public

SO AGREED.

This the _____ day of _____, 2_____.

Sheriff/Chief _____

MUTUAL ASSISTANCE AGREEMENT

Pursuant to North Carolina General Statutes § 90-95.2 the undersigned do hereby request of each another, and agree to provide to each another, when feasible to do so, temporary assistance in enforcing the North Carolina Controlled Substances Act. 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 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 loaned 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 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 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 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 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. The 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.

NORTH CAROLINA
COUNTY OF _____ 2 _____

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

Witness my hand and notarial seal, this the _____ day of
_____, 2_____.

Notary Public My Commission Expires: _____

SO AGREED.

This the _____ day of
_____, 2_____.

Sheriff/Chief _____

NORTH CAROLINA
COUNTY OF _____ 2 _____

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

Witness my hand and notarial seal, this the _____ day of
_____, 2_____.

Notary Public My Commission Expires: _____

SO AGREED.

This the _____ day of
_____, 2_____.

Sheriff/Chief _____

OFFICE OF THE SHERIFF/ _____ POLICE DEPARTMENT

_____ COUNTY

_____, NC _____

Dear _____,

In accordance with North Carolina General Statute _____ and a Mutual Assistance Agreement entered into pursuant to this statute on _____, 2____, this letter is to be considered a formal request that the following officer(s) be allowed to assist officers of this agency from _____ a.m./p.m., _____, 2____ through _____ a.m./p.m. _____, 20____:

_____ from the _____
name of officer agency

_____ from the _____
name of officer agency

Pursuant to this statute, the above requested officer(s), while working with this agency, shall have the same jurisdiction, power, rights, privileges, and immunities as the officers of this agency in addition to those he/she normally possesses.

While on duty with this agency, he/she shall be subject to the lawful operational commands of the superior officers within this department, but he/she shall, for workers' compensation, health insurance, personnel and administrative purposes, remain under the control of his/her own agency, including for purposes of pay.

He/she shall, furthermore, be entitled to workers' compensation from his/her own agency when acting pursuant to this statute to the same extent as though he/she were functioning within the normal scope of his/her duties.

Respectfully Submitted,

_____, _____ Date
Sheriff/Chief County/City

Approved:

_____, _____ Date
Sheriff/Chief/Designated Person County/City