

NORTH CAROLINA

LAW ENFORCEMENT

CUMBERLAND COUNTY

MUTUAL ASSISTANCE  
AGREEMENT

AGREEMENT

THIS AGREEMENT, made and entered into this 6<sup>TH</sup> day of December, 2010, by and between Chief Tom Bergamine, the head of the Fayetteville Police Department, Fayetteville, North Carolina and, Chief William Hogan, the head of the Asheville Police Department, Asheville, North Carolina.

WITNESSETH

Pursuant to Section 160A-288 of the General Statutes of North Carolina, entitled "Cooperation Between Law Enforcement Agencies", the undersigned do hereby agree to provide temporary assistance to each other in enforcing the laws of the State of North Carolina when requested in writing to do so, and upon approval by the Chief of Police of Fayetteville, North Carolina, and the Chief or Sheriff of the undersigned agency.

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

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

**Legal Status of Agencies and Agency Personnel**

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 his temporary assignment, 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.

Neither the City of Fayetteville nor the Fayetteville Police Department, nor any officer thereof, will assume responsibility for the actions of any Fayetteville police officer temporarily assigned to another law enforcement agency; and neither the City of Fayetteville nor the Fayetteville Police Department, nor any officer thereof, shall assume any responsibility for the failure or malfunction of any equipment or supplies loaned to another law enforcement agency.

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

All disciplinary actions shall be handled by the agency employing the temporarily assigned officer. At any time, the supervisor in charge of the division of the agency borrowing a temporarily assigned officer may relieve the officer of his duties, after which the supervisor shall send a written statement containing the reason for his action to the temporarily assigned officer's supervisor.

All Fayetteville police officers temporarily assigned pursuant to this agreement shall remain subject to the rules, regulations, and disciplinary procedures of the Fayetteville Police Department and City of Fayetteville.

#### **Legal Authority to Act Within the Receiver Agency's jurisdiction.**

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

#### **Procedures for Requesting Mutual Aid**

Such request shall be in writing. 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 as practicable.

#### **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.

#### **Length of Assignment**

Fayetteville police officers shall be assigned to the Requesting Agency in a number and for a time period specified by the Chief of Police of Fayetteville.

The Chief of Police reserves the right to recall any officer(s) from temporary assignment with the Requesting Agency at any time with five (5) days notice to the Requesting Agency.

#### **Persons to Whom Outside Personnel are to Report**

While on duty with the Requesting Agency, a temporarily assigned officer shall be subject to the lawful operational commands of the officer in charge of the division to which he is temporarily assigned, and shall operate under his direction/supervision. The temporarily assigned officer shall obey all lawful and proper orders and diligently perform assigned duties, and shall work during assigned hours.

The officer in charge of the division to which the Lending Agency's officer is temporarily assigned shall provide a weekly report to the officer in charge of the division of the Lending Agency to which the temporarily assigned officer is permanently assigned. Such report shall contain a daily breakdown of the number of hours worked and the assignments performed by the temporarily assigned officer.

### **Radio Communications with Outside Personnel**

Operational communications between personnel from the Provider Agency and the Recipient Agency will be accomplished with a common or shared radio frequency. Should Provider Agency personnel not have the capability to communicate with Recipient agency personnel on a common or shared frequency, then the Recipient agency will either provide compatible radio equipment or pair personnel from the Provider agency with personnel who have the capability to communicate on a common or shared radio frequency.

### **Equipment and Supplies**

As provided by G.S. 160A-228, either agency may request of the other the temporary lending of personnel, equipment, and supplies.

Supplies and equipment may be loaned to the Requesting Agency as determined by the Chief of Police of Fayetteville. All supplies and equipment so loaned must be returned within thirty (30) days from the termination of this agreement. Any supplies or equipment depleted through use or damage must be replaced within one hundred eighty (180) days from the termination of this agreement. Extensions of these time limitations may be granted by the Chief of Police.

### **Expenditure Compensation for the Provider Agency**

The Requesting Agency shall furnish the temporarily assigned officer with the money, equipment, and personnel reasonably necessary to perform his duties; however, the temporarily assigned officer shall report for work with the equipment issued to him by his employer.

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 also shall assume the costs of any travel required of the temporary 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.

#### **Asset Forfeiture**

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

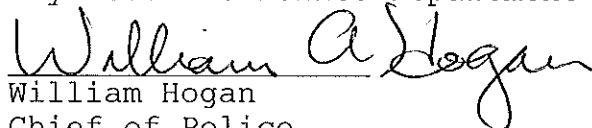
#### **Review and Revision**

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.

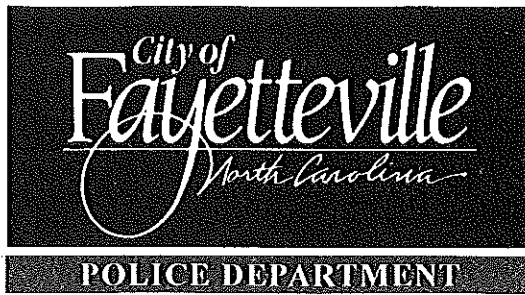
This agreement entered into on the 6<sup>th</sup> day of December 2010.



Tom Bergamine  
Chief of Police  
Fayetteville Police Department



William Hogan  
Chief of Police  
Asheville Police Department



12 October 2010

Chief William Hogan  
Asheville Police Department  
100 Court Plaza  
PO Box 7148  
Asheville, NC 28802

Dear Chief Hogan:

Due to recent language changes in CALEA accreditation standard 2.1.3, the Fayetteville Police Department is revising all Mutual Aid Agreements that we have on file. We have revised the text of the agreement to ensure all requirements of the standard are met. Enclosed, you will find two signed copies of the Agreement. We are requesting that you assist us with this process in order for our agency to remain in compliance with all applicable standards. If you have no questions regarding the language in these agreements, please sign and date both copies, return one copy to and retain one for your files. If you have any questions, please feel free to contact Stacy M. Smith (910) 433-1099.

Thank you for your assistance in this matter.

Sincerely,  
*Tom Bergamine*

Tom Bergamine  
Chief of Police

TB/kd

Enclosures

*mailed 12-8-10*

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(910) 433-1819  
[www.cityoffayetteville.org](http://www.cityoffayetteville.org)  
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