**WESTERN WAKE MULTI-JURISDICTIONAL ERT LAW ENFORCEMENT**

**MUTUAL AID AGREEMENT**

This Western Wake Multi-jurisdictional ERT Law Enforcement Mutual Aid Agreement (“Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_ 2023, by and between the law enforcement agencies listed in the attached “List of Participating Agencies” and any other agencies added to this Agreement by amendment (“Participating Agencies”).

**BASIS FOR AGREEMENT**

**WHEREAS,** North Carolina General Statutes Sections 160A-288, 160A-288.2 and 90-95.2 allow and authorize mutual aid assistance and cooperation between and among law enforcement agencies. The Participating Agencies wish to provide temporary assistance to one another in enforcing the General Statutes of North Carolina and acknowledge that this Agreement mutually benefits each Participating Agency in the form of enhanced law enforcement capabilities and efficiency within the jurisdiction of each Agency;

**WHEREAS,** the Participating Agencies set forth in the attached List of Participating Agencies are members of the Western Wake Multi-jurisdictional Emergency Response Team (“Western Wake ERT”);

**WHEREAS,** the \_\_\_\_\_\_\_\_\_ Regional Special Weapons and Tactics Standard Operating Procedures (SOPs) was created in \_\_\_\_\_\_ and shall serve as the unified and agreed upon procedures to be used by member of the Western Wake ERT;

**WHEREAS,** the Participating Agencies recognize that in certain situations, the ability of a single law enforcement agency to address law enforcement or public safety issues may make it desirable to call upon the resources of another law enforcement agency; and

**WHEREAS,** each of the Participating Agencies desire to enter into this Agreement enabling the exercise of law enforcement authority by officers of each Participating Agency within the territorial jurisdiction of each other Participating Agency in those circumstances in which assistance has been requested and provided pursuant to the terms of this Agreement and applicable North Carolina statutory authority.

**NOW THEREFORE,** the Participating Agencies agree as follows:

**AGREEMENT**

The Participating Agencies agree to the following terms and conditions:

1. **REQUESTING ASSISTANCE**
	1. **REQUEST FOR ASSISTANCE**. Under North Carolina General Statutes Sections 160A-288, 160A-288.2, and 90-95.2, any Participating Agency may request of another Participating Agency or Agencies, the temporary lending of personnel, equipment and supplies. In accordance with N.C. Gen. Stat. §160A-288, execution of this Agreement by each Participating Agency constitutes and is deemed to be a standing written request for assistance and an agreement to lend assistance as personnel and equipment permit by each Participating Agency.
	2. **WRITTEN REQUEST.** When temporary assistance is needed pursuant to this Agreement, the head of the Requesting Agency shall notify the head of the Assisting Agency or Agencies of the need for such assistance and the requested assistance shall be provided if it is feasible to do so. While the statutory requirement for requests to be in writing is satisfied as detailed in section 1 (a) of this Agreement, such specific requests shall be made in writing whenever possible. Notification by the Division of Criminal Information (DCI) network or through electronic mail shall be deemed written notification.

In accordance with North Carolina General Statutes § 160A-288(b)(1), requests for assistance shall be made by the head of an agency or an officer of the agency to whom the head of the agency has delegated that authority, but only one officer within the particular agency shall have the delegated authority under § 160A-288(b)(1) at any one time.

The following sample statement used as part of a DCI message will serve to satisfy the statutory requirements for notification and may streamline the process:

The [REQUESTING AGENCY NAME] acting under the authority of [REQUESTING AGENCY DIRECTOR AND TITLE] is requesting mutual aid assistance from the [ASSISTING AGENCY NAME]. The [REQUESTING AGENCY] requests [RESOURCES] to assist at [LOCATION].  The duration of this aid shall be [TIME FRAME].

* 1. **EMERGENCY REQUEST**. In an emergency situation, a Participating Agency’s notification of the need for emergency assistance need not be in an additional writing, but a written notification shall be provided as soon thereafter as possible. In an emergency situation, the notification may be made by telephone or radio contact.

1. **DUTIES OF REQUESTING AGENCY**
	1. **OPERATIONAL COMMAND**. While operating with the Requesting Agency under this Agreement, a law enforcement officer of an Assisting Agency shall be subject to the lawful operational command of the officer supervising the division or unit to which he or she is temporarily assigned to provide assistance and shall operate under the direct supervision of said officer.
	2. **REPORTING REQUIREMENTS**. The officer supervising the division or unit to which the Assisting Agency’s officer(s) is temporarily assigned shall provide a report to the head of the Assisting Agency summarizing the hours worked and the assignments performed by the temporarily assigned officer(s).
	3. **EQUIPMENT.** The temporarily assigned officer(s) shall report to duty with the Requesting Agency with necessary equipment that has been issued by his or her own agency. The Requesting Agency shall supply the temporarily assigned officer with any additional equipment, supplies, sustenance, and/or support personnel reasonably necessary to perform his or her expected duties. If the Requesting Agency issues to temporarily assigned officer(s) any equipment that requires specialized training or certification, the Requesting Agency shall ensure that the temporarily assigned officer(s) has undergone the necessary training or possesses the required certification prior to the use of any such equipment.
	4. **COMMUNICATIONS**. The Requesting Agency shall be responsible for all communications with the media regarding an event for which temporary assistance is needed pursuant to this Agreement.
2. **DUTIES OF ASSISTING AGENCY**
3. **BENEFITS.** For personnel and administrative purposes, the temporarily assigned officer(s) shall remain under the authority and control of their own Agency and shall be entitled to Worker’s Compensation and other benefits to which he or she would normally be entitled were he or she not temporarily assigned.
4. **DISCIPLINARY ACTIONS.** Disciplinary actions arising out of temporary assistance provided under this Agreement shall remain the responsibility of the Assisting Agency. The officer in charge of the division or unit in which an officer is temporarily assigned pursuant to this Agreement may, at any time, relieve such officer of his or her duties and shall immediately forward a written statement setting forth the reason for such action to the head of the Assisting Agency or his or her designee.
5. **AUTHORITY OF ASSIGNED OFFICERS**

While temporarily assigned to the Requesting Agency, law enforcement officer(s) of the Assisting Agency shall have the same jurisdiction, powers, rights, authority, benefits and immunities as the regular officers of the Requesting Agency in addition to those associated with his or her employment with the Assisting Agency. Nothing contained in this Agreement shall be construed as limiting or reducing any Participating Agency’s or officer’s common law or statutory authority, including but not limited to the statutory authority conferred byNorth Carolina General Statute Section § 15A-402, Territorial Jurisdiction of Officers to Make Arrests.

1. **INSURANCE AND INDEMNITY**
	1. **LIABILITY INSURANCE**. The head of each Participating Agency certifies by execution of this Agreement that all employees subject to this Agreement or reasonably expected to be subject to this Agreement, including assisting officers, are covered by liability insurance or that the Agency is self-insured for matters pertaining to police liability.
	2. **INDEMNITY FOR ACTS OR OMISSIONS**. The Requesting Agency specifically covenants and agrees to assume liability for any act or omission which was committed by, or was the responsibility of, the temporarily assigned officer(s), except as otherwise provided for in this Agreement. The Requesting Agency further agrees to hold harmless and indemnify, to the extent permitted by law, the Assisting Agency for any damages or costs, including attorney’s fees, incurred by the Assisting Agency in this regard. The provisions of this paragraph regarding indemnity shall not apply to any Participating Agency whose officers are employees of the sovereign State of North Carolina and covered by the Tort Claims Act.
	3. **INDEMNITY FOR PROPERTY DAMAGE**. The Requesting Agency agrees to hold harmless and indemnify, to the extent permitted by law, the Assisting Agency for any damages or injury to the property of the Requesting Agency incurred in the course and scope of a temporarily assigned officer’s duties. The Assisting Agency agrees to hold harmless the Requesting Agency for any damages or injury to the property of the Assisting Agency. The provisions of this paragraph regarding indemnity shall not apply to any Agency whose officers are employees of the sovereign State of North Carolina and covered by the Tort Claims Act.
	4. **RIGHTS OF SUBROGATION.** This Agreement shall not, however, be construed as a bar to any other rights or claims, either direct or by way of subrogation, which either Agency shall have against any other entity, party or person.
	5. The Parties acknowledge and agree that the provisions in the preceding sections do not constitute the purchase of liability insurance for acts that would constitute an official sovereign act of a sworn police officer, therefore, no indemnity provided by one party to another as described herein shall serve to limit any defense of sovereign or governmental immunity otherwise available to a party.
2. **TERM AND WITHDRAWAL**
	1. **TERM**. The term of this Agreement shall be for a period of three (3) years from the date first above written and shall terminate automatically at the expiration of that term, unless otherwise renewed.
	2. **WITHDRAWAL**. In the event a Participating Agency should desire to withdraw from this Agreement, the head of that Agency shall provide written notice to the head of the other Participating Agencies setting forth the effective date of such withdrawal.
3. **OTHER MUTUAL AID AGREEMENTS**

This Agreement does not affect any other service or mutual aid agreement, previously entered into between two or more of the Participating Agencies for other services not contemplated by this Agreement, nor does this Agreement prevent the any Participating Agency from entering into other such agreements.

1. **GOVERNING BODY AUTHORIZATION**

The headof each Participating Agency certifies by execution of this Agreement that their duly elected governing body has not adopted a resolution or ordinance limiting or prohibiting said Agency head’s statutory authority to enter into this Agreement pursuant to North Carolina General Statutes Sections 160A-288 and 90-95.2*.*

1. **ADDITIONAL PARTICIPATING AGENCIES**

Additional law enforcement agencies may participate in this Agreement by signing an Amendment designating that Agency as a Participating Agency. Any Additional Participating Agencies will be bound by the Agreement to the same extent as all other Participating Agencies.

1. **FILING AND COPIES OF AGREEMENT**

Any Participating Agency may file this Agreement with its County Clerk of Court. Each Participating Agency shall maintain a copy of this Agreement and any amendment to this Agreement in the normal course of business either digitally, in hard copy or both.

1. **NO THIRD-PARTY BENEFICIARIES**

Unless otherwise explicitly stated, there are no third-party beneficiaries to Agreement.

1. **NO WAIVER OF IMMUNITY**

Nothing in this Agreement shall be construed to in any way waive any Participating Agency’s defense of sovereign or governmental immunity from any cause of action alleged or brought against any Party for any reason if otherwise available as a matter of law. No officer, agent or employee of any Participating Agency shall be subject to any personal liability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute this Agreement in their official capacities only, and not in their individual capacities. This section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.

1. **NONDISCRIMINATION**

To the extent permitted by law, the Participating Agencies, their officers, employees, contractors, agents, successors, or permitted assigns, shall not discriminate against any member of a protected class as defined by federal, state, or local law, including Wake County Code of Ordinances Section 34.01.

**IN WITNESS WHEREOF**, the parties hereto have set their hand and seals.

**LIST OF PARTICIPATING AGENCIES AND**

**SIGNATURE PAGES FOLLOW**