

DURHAM



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CITY OF MEDICINE

CITY OF DURHAM

POLICE DEPARTMENT
505 W. CHAPEL HILL STREET • DURHAM, NC 27701
www.durhampolice.com



MUTUAL ASSISTANCE AGREEMENT

THIS AGREEMENT is made and entered into this the 14th day of September 2011, by and between the Chief of Police of Durham, North Carolina and the Chief of Police of Chapel Hill, North Carolina. This agreement shall remain in effect until terminated by either of the parties above.

WITNESSETH:

Pursuant to NCGS Sections 160A-288 and 90-95.2, the undersigned do hereby covenant and agree to provide temporary assistance to each other in enforcing the laws of the State of North Carolina and other matters when requested in writing to do so and upon approval by the Requesting Agency and the Assisting Agency.

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

The terms and conditions of this agreement shall be as follows:

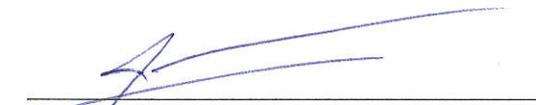
1. As provided by NCGS Sections 160A-288 and 90-95.2, either agency may request of the other the temporary lending of personnel, equipment and supplies.
2. Such request shall be in writing and executed by the Chief of the Requesting Agency or, in his absence, by such other person as has been designated to make or grant such requests. 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.
3. While working with the Requesting Agency, a loaned officer shall have the same jurisdiction, powers, rights, privileges and immunities (including those related 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.
4. While on-duty with the Requesting Agency, a loaned officer shall be subject to the lawful operational commands of 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. A loaned officer shall furthermore be entitled to worker's compensation and the same benefits to the extent as though the officer were functioning within the normal scope of his or her duties.

5. The Requesting Agency shall furnish the temporarily assigned officer with the money, equipment and personnel reasonably necessary to perform his assigned duties; however, the temporarily assigned officer shall report for work with the equipment issued to him by his employer. The Assisting Agency may furnish equipment and supplies to the Requesting Agency.
6. Any disciplinary actions arising out of the temporary work assignment of any loaned officer will remain the responsibility of the Assisting Agency. At any time, the officer in charge of the division to which any temporarily assigned officer is assigned may relieve such officer of his duties and shall immediately forward a written statement setting forth the reason for the action to the officer in charge of the division to which that officer is permanently assigned within the Assisting Agency.
7. 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.
8. The Requesting Agency agrees to hold harmless the Assisting Agency for any damage to the property of the Requesting Agency incurred in the course and scope 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 damages to the property of the Assisting Agency occasioned by such act. This agreement shall not be construed as a bar to any other rights or claims, either direct or by subrogation, which either agency shall have against any other party.

IN WITNESS THEREOF the parties hereunto set their hands, this the 14th day of
September, 2011.

(seal)



Jose L. Lopez, Sr.
Chief of Police
Durham Police Department



Notary Public
My Commission Expires: 6-27-2015





Christopher C. Blue
Chief of Police
Chapel Hill Police Department



Notary Public
My Commission Expires: May 31st, 2016