

# FORSYTH COUNTY

## BOARD OF COMMISSIONERS

MEETING DATE: AUGUST 27, 2020

AGENDA ITEM NUMBER: 9A -9B

**SUBJECT:**

- A. RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY, THE CITY OF WINSTON-SALEM, AND THE TOWN OF KERNERSVILLE REGARDING THE SHARED USE OF THE N.C. GOVERNOR'S HIGHWAY SAFETY PROGRAM TRAFFIC SAFETY PROJECT GRANT AWARD FOR THE CONTINUATION OF THE FORSYTH COUNTY DWI JOINT TASK FORCE**
- B. RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF A MUTUAL ASSISTANCE AGREEMENT BETWEEN FORSYTH COUNTY, THE CITY OF WINSTON-SALEM AND THE TOWN OF KERNERSVILLE FOR TEMPORARY ASSISTANCE IN ENFORCING THE LAWS OF NORTH CAROLINA**

**(FORSYTH COUNTY SHERIFF'S OFFICE)**

**COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:** Recommend Approval

**SUMMARY OF INFORMATION:**

The City of Winston-Salem has received a notification of award from the North Carolina Department of Transportation (NCDOT) to apply for an eleventh year of funding to continue the DWI Joint Task Force operations. The Task Force is staffed by three officers and one sergeant from the Winston-Salem Police Department, one deputy from the Forsyth County Sheriff's Office, and one officer from the Kernersville Police Department. Each of these officers is assigned exclusively to the Task Force and is responsible for enhanced enforcement of laws prohibiting driving while intoxicated. The Task Force operates throughout the geographic area of Forsyth County.

The attached Interlocal Agreement outlines the responsibilities of all three local governments regarding the grant funds, while the Mutual Assistance Agreement authorizes the members of the Task Force to work outside of their normal jurisdiction to carry out Task Force activities.

Through the two resolutions, the Sheriff's Office requests authorization to execute the Interlocal Agreement and the related Mutual Assistance Agreement necessary for the County's continued participation in the DWI Joint Task Force.

The Sheriff's Office FY 2020-2021 agency operating budget contains appropriated funds for the required contractual payment to the City (\$58,500). This Interlocal Agreement covers a term beginning October 1, 2020, and expiring on September 30, 2021.

ATTACHMENTS:  YES  NO

SIGNATURE:

J. Dudley Watts for AMS  
COUNTY MANAGER

DATE:

August 25, 2020

**RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN  
INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY, THE CITY OF  
WINSTON-SALEM, AND THE TOWN OF KERNERSVILLE REGARDING THE  
SHARED USE OF THE N.C. GOVERNOR'S HIGHWAY SAFETY PROGRAM  
TRAFFIC SAFETY PROJECT GRANT AWARD FOR THE CONTINUATION OF THE  
FORSYTH COUNTY DWI JOINT TASK FORCE  
(FORSYTH COUNTY SHERIFF'S OFFICE)**

**WHEREAS** the City of Winston-Salem received a notification of award from the North Carolina Department of Transportation (NCDOT) to apply for an eleventh year of funding to continue the DWI Joint Task Force operations;

**WHEREAS** the Task Force is staffed by three officers and one sergeant from the Winston-Salem Police Department; one deputy from the Forsyth County Sheriff's Office; and one officer from the Kernersville Police Department, with each of these officers assigned exclusively to the Task Force and being responsible for enhanced enforcement of laws prohibiting driving while intoxicated, and

**WHEREAS** the North Carolina Governor's Highway Safety Program Traffic Safety Project Grant shall be awarded in the amount of \$138,676, with a required match of \$416,028 and the County's portion of this match is \$58,500;

**NOW, THEREFORE, BE IT RESOLVED**, by the Forsyth County Board of Commissioners that the attached Interlocal Agreement between Forsyth County, the City of Winston-Salem, and the Town of Kernersville regarding the shared use of the North Carolina Governor's Highway Safety Program Traffic Safety Project Grant Award in the amount of \$138,676, with a required match of \$416,028 and the County's portion of this match being \$58,500, for the County's continued participation in the Forsyth County DWI Joint Task Force during the period from October 1, 2020, through September 30, 2021, is hereby ratified as required by N.C.G.S. 160A-461, and the Chairman or County Manager and Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, the attached Interlocal Agreement, which is incorporated herein by reference, subject to a pre-audit certificate thereon by the County Chief Financial Officer, if applicable, and approval as to form and legality by the County Attorney; and

**BE IT FURTHER RESOLVED**, that this resolution ratifying interlocal cooperation between Forsyth County, the City of Winston-Salem, and the Town of Kernersville is hereby spread upon the minutes of the Forsyth County Board of Commissioners.

Adopted this the 27<sup>th</sup> day of August, 2020.

**THE STATE OF NORTH CAROLINA  
CITY OF WINSTON-SALEM**

**INTERLOCAL AGREEMENT**

**BETWEEN THE CITY OF WINSTON-SALEM, NORTH CAROLINA  
THE COUNTY OF FORSYTH, NORTH CAROLINA and THE TOWN OF  
KERNERSVILLE, NORTH CAROLINA**

**NORTH CAROLINA GOVERNOR'S HIGHWAY SAFETY PROGRAM  
TRAFFIC SAFETY PROJECT GRANT AWARD**

This Agreement is made and entered into effective the \_\_1<sup>st</sup>\_\_ day of \_October 2020\_\_\_, by and between the CITY OF WINSTON-SALEM, acting by and through its governing body, the City Council, hereinafter referred to as CITY, the COUNTY of FORSYTH, acting by and through its governing body, the Board of Commissioners, hereinafter referred to as COUNTY, and the TOWN OF KERNERSVILLE, acting by and through its governing body, the Board of Aldermen, hereinafter referred to as TOWN, all of FORSYTH COUNTY, State of North Carolina.

**WITNESSETH:**

**WHEREAS**, the CITY, the COUNTY and the TOWN are eligible to share \$138,676 in grant funds available under the North Carolina Governor's Highway Safety Program Traffic Safety Project Program in order to continue operation of a Forsyth County DWI Joint Task Force (hereinafter sometimes referred to as the "Task Force,") program; and

**WHEREAS**, receipt of the abovementioned grant funding is conditioned on, among other things, a total matching contribution from the CITY, COUNTY and TOWN of \$416,028; and

**WHEREAS**, the parties wish to accept said Task Force funds and to set forth the terms and conditions of their acceptance in this agreement pursuant to North Carolina General Statute § 160A-460, et seq.

**NOW THEREFORE**, the CITY, COUNTY and TOWN agree as follows:

1. **Purpose and function.**

The purpose of this Agreement is to define the rights and responsibilities of the parties in the maintenance of a Forsyth County Joint DWI Task Force initially created in 2010. The primary function of the Task Force will be the investigation and enforcement of laws prohibiting driving while impaired.

2. Grant Award; Term of Agreement; Future Grant Awards.

The parties hereby accept grant funds from the North Carolina Governor's Highway Safety Program Traffic Safety Project Program in the amount of \$138,676 for the purpose of continuing operation of a Forsyth County DWI Joint Task Force. This Agreement shall be effective October 1, 2020 and shall continue in full force, and effect up to and including September 30, 2021.

3. Grant Administration and Reimbursement of Expenses.

- a. The CITY will serve as the administrator for the Task Force grant.
- b. The CITY, COUNTY and TOWN will each designate personnel to serve on the Task Force. Grant funds provided for the Task Force will be utilized solely for the payment of Task Force officer salaries, fringe benefits, equipment, training and travel and other items necessary for establishment and maintenance of the Task Force. A specific budget for the Task Force grant is attached as Exhibit A.
- c.
  - i. The CITY will receive the grant funds and will reimburse the COUNTY and the TOWN according to the attached budgets and the terms and conditions set forth herein; provided, however: that should invoices submitted by the COUNTY and/or the TOWN exceed the grant funding designated to such party, the CITY will not make payment of the excess amount through grant funds and will not itself be responsible for making payment of the excess (the COUNTY and the TOWN agree to submit an official invoice for reimbursement (together with copies of all supporting documentation, to include, but not be limited to, purchase orders, receipts, vendor invoices and/or payroll documentation for allowable expenses) within 30 days after payment has been made by the COUNTY or the TOWN).
  - ii. The CITY will make payment of the total matching contribution required on behalf of the CITY, COUNTY and TOWN, and COUNTY and TOWN will each reimburse the CITY 75% of eligible expenses, which represents each party's individual share of the total matching contribution required by the grant. Said reimbursements will be made within 30 days of the CITY'S request.
- d. Each party agrees it will comply with all applicable purchasing and/or bidding laws in making any purchase pursuant to this Agreement.
- e. Each party agrees it will comply with all terms, conditions and requirements of the Task Force grant and agrees that failure to so comply may result in the withholding of reimbursement of grant funds.

4. Personnel and supervision.
  - a. No transfer of any personnel between the parties is provided for by this Agreement. The CITY agrees to dedicate four sworn law enforcement officers from the Winston-Salem Police Department to the Task Force. The COUNTY will dedicate one sworn law enforcement officer from the Sheriff's Office to the Task Force. The TOWN will dedicate one sworn law enforcement officer from the Kernersville Police Department to the Task Force pursuant to the Grant referenced in this Agreement, and will dedicate an additional sworn law enforcement officer to the Task Force pursuant to a separate grant provided solely to the Kernersville Police Department.
  - b. Day to day operations of the Task Force will be directed by a designated sergeant of the CITY's Police Department assigned to the Task Force. Additional oversight and liaison to the Task Force will be provided by that sergeant's chain of command within the Police Department and by designated representatives of the agencies.
  
5. Operations and Mutual Aid.
  - a. The parties agree that a condition of receipt of Task Force grant funds, among other conditions, is that the Task Force conduct a minimum number of DWI enforcement and awareness activities, including DWI checkpoint operations, within Forsyth County during the grant period. The parties agree that they will mutually agree on dates and procedures, and will mutually prepare and complete all required documentation, such that said checkpoints comply both with grant requirements and all Federal, State and local laws.
  - b. The parties will agree on mutually acceptable: crime reporting criteria and coding for Task Force activity; vehicle markings and/or identification, if any; common uniforms; handling of evidence collected and stored by Task Force officers; policies regarding pursuit of DWI offenders; and distribution of any proceeds from forfeitures or other seizures of property or monies.
  - c. As the Task Force will be operating within the entire geographic area of Forsyth County, the parties agree that the CITY and TOWN police departments will be required to operate outside of their municipal territorial jurisdiction pursuant to a Mutual Assistance Agreement with the COUNTY on behalf of the Forsyth County Sheriff's Office. The parties accordingly agree to execute the Mutual Assistance Agreement attached hereto as Exhibit A and incorporated herein by reference. The parties further agree to request and provide assistance as to each operation conducted by the Task Force according to the requirements of said Mutual Assistance Agreement.
  
6. Grant Reporting Requirements. The parties agree that a condition of receipt of Task Force grant funds is reporting of Task Force activities as outlined in the grant materials. COUNTY and TOWN each agree that they will provide CITY, as Grant Administrator,

with all reports, statistics and documents required in order to ensure compliance with grant terms and conditions. Specifically, COUNTY and TOWN agree to provide such documentation to CITY within 15 days after the end of each calendar quarter beginning October 1, 2020, as follows:

- \* Report(s) due January 15, 2021 for 1st quarter 2020 (October 1, 2020 through December 31, 2020)
- \* Report(s) due April 15, 2021 for 2nd quarter 2021 (January 1, 2021 through March 31, 2021)
- \* Report(s) due July 15, 2021 for 3rd quarter 2021 (April 1, 2021 through June 30, 2021)
- \* Report(s) due October 15, 2021 for 4th quarter 2021 (July 1, 2021 through September 30, 2021)

7. **Joint agency; real property:** By this Agreement, no joint agency is established and no real property is involved in the undertaking.
8. **Liability:** To the extent required by law, each party to this Agreement will be responsible for its own actions under this Agreement and shall not be liable to the other party for any civil liability that may arise hereunder.
9. **Method of Financing:** No financing will be needed for this undertaking. Each party shall be responsible for its own cost.
10. **Entire Agreement; Amendment, Renewal or Termination:** This Agreement is the entire Agreement between the parties hereto as to the subject matter herein. This Agreement may be amended or renewed by written Agreement of all parties. Should a party decide not to renew this Agreement or terminate this Agreement, said party shall notify the other parties in writing of its intent not to renew or terminate prior to the expiration of the then-current term of the Agreement.
11. **Authority to Contract:** Each party hereto represents and warrants that it has the legal authority, by ordinance or otherwise, to enter into this Agreement and to bind itself to its terms, and that its governing board has approved this Agreement or will ratify this Agreement as required pursuant to N.C.G.S. § 160A-461.
12. **Assignment:** This Agreement may not be assigned by either party, nor shall the performance of any duties under this Agreement be delegable by either party, without the prior written consent of both parties. This Agreement shall not be assignable by operation of law.
13. **Governing Law:** This Agreement shall be governed by, and construed according to, the laws of the State of North Carolina.

*This Agreement has been ratified by resolution spread upon the minutes of the Winston-Salem City Council, the Forsyth County Board of Commissioners and the Kernersville Board of Aldermen.*

**CITY OF WINSTON-SALEM, NORTH CAROLINA**

\_\_\_\_\_  
*Lee D. Garrity, City Manager*

\_\_\_\_\_  
*Date*

**ATTEST:**

\_\_\_\_\_  
*Sandra R. Keeney, City Clerk (SEAL)*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Catrina A. Thompson, Police Chief*

\_\_\_\_\_  
*Date*

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
*Angela I. Carmon, City Attorney*

\_\_\_\_\_  
*Date*

*THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT AND FISCAL CONTROL ACT.*

\_\_\_\_\_  
*Lisa Saunders, Chief Financial Officer  
City of Winston-Salem*

\_\_\_\_\_  
*Date*

*This Agreement has been ratified by resolution spread upon the minutes of the Winston-Salem City Council, the Forsyth County Board of Commissioners and the Kernersville Board of Aldermen.*

**COUNTY OF FORSYTH, NORTH CAROLINA**

\_\_\_\_\_  
*J. Dudley Watts, Jr., County Manager* \_\_\_\_\_  
*Date*

**ATTEST:**

\_\_\_\_\_  
*Ashleigh Sloop, Clerk, Board of Commissioners (SEAL)* \_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Bobby F. Kimbrough, Sheriff* \_\_\_\_\_  
*Date*

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
*B. Gordon Watkins III, County Attorney* \_\_\_\_\_  
*Date*

*THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT AND FISCAL CONTROL ACT.*

\_\_\_\_\_  
*Paul L. Fulton, Jr., Chief Financial Officer* \_\_\_\_\_  
*Date*  
*Finance Department*  
*Forsyth County*



*This Agreement has been ratified by resolution spread upon the minutes of the Winston-Salem City Council, the Forsyth County Board of Commissioners and the Kernersville Board of Aldermen.*

**TOWN OF KERNERSVILLE, NORTH CAROLINA**

\_\_\_\_\_  
*Curtis Swisher, Town Manager*

\_\_\_\_\_  
*Date*

**ATTEST:**

\_\_\_\_\_  
*Keith Hooker, Clerk (SEAL)*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Tim R. Summers, Police Chief*

\_\_\_\_\_  
*Date*

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
*John G. Wolfe, III, Town Attorney*

\_\_\_\_\_  
*Date*

*THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT AND FISCAL CONTROL ACT.*

\_\_\_\_\_  
*Franz Ader, Director  
Finance Department  
Town of Kernersville*

\_\_\_\_\_  
*Date*



**RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF  
A MUTUAL ASSISTANCE AGREEMENT BETWEEN  
FORSYTH COUNTY, THE CITY OF WINSTON-SALEM AND  
THE TOWN OF KERNERSVILLE FOR TEMPORARY ASSISTANCE  
IN ENFORCING THE LAWS OF NORTH CAROLINA  
(FORSYTH COUNTY SHERIFF'S OFFICE)**

**WHEREAS** pursuant to the provisions of N.C.G.S. 160A-288 and N.C.G.S. 90-95.2, the head of any law-enforcement agency may temporarily provide assistance to another agency in enforcing the laws of North Carolina in accordance with rules, policies, and/or guidelines officially adopted by the governing body of the city or county by which he is employed;

**WHEREAS** such assistance may include allowing officers of the agency to work temporarily with officers of the requesting agency (including in an undercover capacity);

**WHEREAS** while working with the requesting agency under the above legal authority, an officer shall have the same jurisdiction, powers, rights, privileges and immunities as the officers of the requesting agency in addition to those the officer normally possesses; and

**WHEREAS** the City of Winston-Salem and the Town of Kernersville have agreed to enter into a Mutual Assistance Agreement with Forsyth County for temporary assistance by their respective law enforcement agencies for the purposes of establishing a joint Forsyth County Drug Task Force;

**NOW, THEREFORE, BE IT RESOLVED**, pursuant to the provisions N.C.G.S 160A-288 and N.C.G.S. 90-95.2, that the Forsyth County Board of Commissioners hereby ratifies participation by Forsyth County, through its Sheriff's Office, in a Mutual Assistance Agreement to provide temporary assistance in enforcing the laws of North Carolina with the City of Winston-Salem and the Town of Kernersville, by and through their respective police departments; and

**BE IT FURTHER RESOLVED**, by the Forsyth County Board of Commissioners that the Chairman or County Manager and Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, the attached Mutual Assistance Agreement, which is incorporated herein by reference, with the City of Winston-Salem and the Town of Kernersville, subject to a pre-audit certificate thereon by the County Chief Financial Officer, if applicable, and approval as to form and legality by the County Attorney.

Adopted this the 27<sup>th</sup> day of August, 2020.

## MUTUAL ASSISTANCE AGREEMENT

This Mutual Assistance Agreement (“Agreement,”) is made and entered into effective October 1, 2020, by and between the City of Winston-Salem (herein after referred to as CITY) on behalf of the Winston-Salem Police Department, the County of Forsyth on behalf of the Forsyth County Sheriff’s Office (Herein after referred to as COUNTY), and The Town of Kernersville on behalf of the Kernersville Police Department (Hereinafter referred to as TOWN).

WHEREAS, North Carolina General Statutes § 160A-288 and § 90-95.2 provide that the heads of law enforcement agencies may temporarily provide assistance to other agencies in enforcing the laws of North Carolina, including specifically the North Carolina Controlled Substances Act; and

WHEREAS, from 2010 to 2015 the parties entered into an interlocal agreement establishing the Forsyth County DWI Joint Task Force pursuant to a grant received from the North Carolina Governor’s Highway Safety Program; and

WHEREAS, from 2015 to 2020 the TOWN has received a separate grant from the North Carolina Governor’s Highway Safety Program to fund an additional officer for the Forsyth County DWI Task Force; and

WHEREAS, beginning October 1, 2020 the parties have entered into a new interlocal agreement to reflect a new funding structure; and

WHEREAS, conditions of receipt of Task Force grant funds include that: (1) the Task Force conduct a minimum number of DWI checkpoint operations within Forsyth County during the grant period, which checkpoint operations will be operated within the entire geographic area of Forsyth County, at times requiring the CITY and TOWN police departments to operate outside of their municipal territorial jurisdiction in providing temporary assistance to the other parties; and that (2) outside of checkpoint operations, the members of the Task Force engage in general law enforcement activity targeting violators of the laws regarding driving while impaired, which law enforcement activity will occur within the entire geographic area of Forsyth County, at times requiring the CITY and TOWN police departments to operate outside of their municipal territorial jurisdiction in providing temporary assistance to the other parties.

WHEREAS, pursuant to the new interlocal agreement, the parties hereto wish to request and provide such temporary assistance to each other at appropriate times and under the terms and conditions of Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Definitions.**

"Assistance" may include the temporary assignment of personnel, equipment resources, materials and/or supplies and other resources.

"Authorized Representative" means the particular employee of a party who has been designated by the Sheriff and/or Police Chief to take actions appropriate and necessary for carrying out this Agreement.

"Provider" means the law enforcement agency which receives a request to provide, or is providing, temporary assistance to another agency pursuant to this Agreement.

"Recipient" means the law enforcement agency that is requesting and/or receiving temporary assistance from another agency pursuant to this Agreement.

**2. Members of DWI Joint Task Force.** The DWI Joint Task Force shall consist of seven members: four members to be officers of the Winston-Salem Police Department, one member to be a deputy of the Forsyth County Sheriff's Office and two members to be officers of the Kernersville Police Department. The current members of the DWI Joint Task Force and the dates of assignment to the Task Force are listed in Appendix A, attached hereto and incorporated herein by reference. Any change in the membership of the Task Force occurring during the term of this Agreement will be documented through an amendment to this Agreement in accordance with Section 17 herein.

**3. Principle of Mutual Assistance; Limitations.** The parties acknowledge and agree that their first responsibility is to their own citizens and that either may decline a request to provide assistance under this Agreement when doing so could jeopardize that agency's service to its own citizens. If an agency determines that it cannot provide assistance to a request due to its obligations to its own citizens, that agency shall so respond to the request for assistance.

**4. Requesting Assistance.** Requests for assistance under this Agreement should be made in writing to the Authorized Representative of the other agency; provided, however, that in the event of exigent circumstances, a verbal request for assistance may be made and followed with the written request within a reasonable time of the assistance having been provided. A request for assistance should specify in as much detail as possible the type of assistance needed, the anticipated length of time such assistance will be needed and the time, place and person to which assisting personnel of the Provider should report.

**5. Responding to a Request for Assistance.** An agency receiving a request for assistance shall evaluate its ability to provide such assistance, taking into consideration its obligations to its own citizens as outlined in Section 2, above. If the agency is not able to provide the assistance requested, the agency shall so notify the

Recipient in writing. If the agency is able to provide the assistance requested, it shall respond in writing and include at least the following information: (1) the name of its Authorized Representative; (2) a description of the assistance that is available to be provided; and (3) how long such assistance will be available. In the event of exigent circumstances, a verbal response that includes the information set out above shall be provided and followed with a written response within a reasonable time of the assistance having been provided.

**6. Supervision of Assistance Personnel.** For purposes of this section, Provider's personnel temporarily assigned to assist Recipient shall be referred to as "Assistance Personnel." Assistance Personnel remain employees of, and subject to the direct control and supervision of, the Provider at all times while such personnel are temporarily assigned to assist Recipient. While on duty with the Recipient, Assistance Personnel shall be subject to the lawful operational commands of superior officers of the Recipient. However, Assistance Personnel shall for personnel and administrative purposes remain under the control of the Provider, including for purposes of compensation. Whenever deemed necessary or appropriate, Provider will designate one or more members of such Assistance Personnel to act as supervisory personnel for the time such personnel are assigned to assist Recipient. Those supervisors will be responsible for coordinating efforts with Recipient, directing and monitoring the activities of the Assistance Personnel in support of Recipient, maintaining all paperwork in connection with the provision of assistance to Recipient, and performing such other supervisory functions as may be necessary or appropriate. Recipient agrees to provide Assistance Personnel with whatever credentials and/or access may be necessary in order for Assistance Personnel to carry out the purposes of this Agreement.

**7. Recall of Assistance by Provider.** Provider may recall any assistance being provided to Recipient by Provider under this Agreement when necessary in order for Provider to meet its obligations to its own citizens. Where possible, a Provider intending to recall assistance will provide Recipient with twenty-four, (24) hours' notice; otherwise, Provider shall give as much advance notice of recall as possible.

**8. Authority of Assistance Personnel.** Pursuant to N.C.G.S § 160A-288, whenever Assistance Personnel are rendering assistance pursuant to this Agreement, such Assistance Personnel 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 Recipient, all in addition to those he/she normally possesses.

**9. Communications Between Provider and Recipient Personnel**  
Operational communications between personnel from the Provider and 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 radio frequency, then the Recipient agency will provide either compatible radio equipment or pair personnel from the Provider agency with personnel that have the capability to communicate on a common or shared radio frequency.

**10. Equipment and Supplies.** The Recipient may request of the Provider Agency the temporary lending of equipment and supplies. Equipment and supplies will be loaned to the Recipient as determined by the head of the Provider Agency. All loaned supplies and equipment must be returned to the Provider Agency within thirty (30) days from the date of loan in as good condition as when loaned, normal wear and tear accepted. Any equipment and supplies that are depleted through use or damage must be replaced within one hundred and eighty (180) days from the date of original loan. Extensions to these time limitations may be granted by the head of the Provider Agency.

**11. Reimbursement to Provider Agency.** The Provider Agency may request that the Recipient Agency reimburse the Provider Agency for all costs incurred as a result of sending an officer or officers to assist the Recipient Agency, except as normal base salary, including:

- a. All travel, food, and lodging costs incurred during the period the officer(s) is assigned to the Recipient Agency.
- b. Any later costs arising out of events occurring while assigned to the Recipient Agency such as, but not limited to, testifying in court.

**12. Workers' Compensation.** Assistance Personnel shall be entitled to Workers' Compensation and the same benefits when acting pursuant to this agreement to the same extent as though he or she were functioning within the normal scope of his/her duties. The parties agree that each County/Municipality shall be responsible for payment to its own respective employees of benefits under the North Carolina Workers' Compensation Act, Chapter 97 of the North Carolina General Statutes, due to personal injury or death occurring during the period of time such employees are engaged in the rendering of assistance under this Agreement.

**13. Immunity.** All activities performed under this Agreement are hereby declared to be governmental functions which are covered by governmental immunity. While acting in compliance with, or while reasonably attempting to comply with this Agreement, the parties shall not be liable for the death or injury of any person nor damage to property occurring as a result of such actions.

**14. Hold Harmless.** Each party agrees to protect, defend, indemnify and hold the other party and its officers, elected officials, employees, representatives and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of that party's negligent acts, errors and/or omissions; **except** to the extent that those acts, errors and/or omissions were the direct result of orders given by the Recipient Agency to the Assistance Personnel. Each party further agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and agrees to bear all other costs and expenses related thereto. To the extent that immunity does not apply,

each party shall bear the risk of its own actions and shall determine for itself which kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep and save harmless the other party to the Agreement.

**15. Term of Agreement.** The initial term of this Agreement shall be one (1) year from its effective date. This Agreement will automatically renew for additional one-year terms unless notice of intent not to renew is provided to the other party in writing at least thirty days prior to the expiration of the then-current term.

**16. Rules, Policies, Etc.** This Mutual Assistance Agreement shall constitute the rules, policies, guidelines, conditions and restrictions officially adopted by the governing body of each party hereto.

**17. Miscellaneous.** This Agreement is the entire agreement between the parties as to the subject matter herein, and may only be amended by a writing signed by all parties. This Agreement shall be governed by and construed according to the laws of the State of North Carolina, without regard to its choice of law principles.



IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first above written.

FORSYTH COUNTY SHERIFF'S OFFICE

\_\_\_\_\_  
*Bobby F. Kimbrough, Sheriff*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*J. Dudley Watts, Jr.*

\_\_\_\_\_  
*Date*

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first above written.

WINSTON-SALEM POLICE DEPARTMENT

\_\_\_\_\_  
*Catrina A. Thompson, Chief of Police*

\_\_\_\_\_  
*Date*

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first above written.

TOWN OF KERNERSVILLE

\_\_\_\_\_  
*Tim R. Summers, Chief of Police*

\_\_\_\_\_  
*Date*

## Appendix A

### Winston-Salem Police Department

Sergeant Michael McDonald  
Officer Austin Blaise  
Officer Mitchell Saintsing  
Corporal Joshua Wray

### Kernersville Police Department

Officer Corey McRae  
Officer Samuel P. Johnson

### Forsyth County Sheriff's Office

Deputy Jacob T. Williams