



**TOWN OF GRANITE QUARRY
BOARD OF ALDERMEN
SPECIAL CALLED MEETING
Friday, May 21, 2021
2:00 p.m.**

Call to Order Mayor Feather

1. Approval of the Agenda

2. Resolution 2021-11 Regional Law Enforcement Mutual Aid Agreement

Centralina Regional Council has informed us that June 1, 2021 the current Regional Law Enforcement Mutual Aid Agreement for 2018 will expire and the 2021 agreement will go into effect. They have asked that agencies who would like to continue working under the agreement submit a resolution from their governing body authorizing the law enforcement agency head to enter into the 2021 agreement and a signature page signed by the law enforcement agency head and notarized. They have asked that both documents be sent to them by May 28, 2021.

ACTION REQUESTED: Motion to approve Resolution 2021-11 adopting a policy for mutual aid assistance with other law enforcement agencies.

3. Discussion FY 21-22 Budget

Adjourn

Agenda Item Summary

Special Meeting

May 21, 2021

Agenda Item 2

Regional Mutual Aid Agreement

Summary:

The following information was received from Kelly Weston of Centralina Regional Council:

This agreement formalizes the terms of collaboration between law enforcement agencies within our region. Participating agencies include police departments, sheriff's offices, and campus police from several colleges and universities within the region. Granite Quarry-Faith PD has been a participating agency in the past and is currently a participant in the 2018 agreement that's about to expire. A copy of the town's 2018 materials (*is attached*).

Centralina houses and manages the administrative aspect of the agreement, receiving and compiling the participating agencies' materials into the Dropbox file, and sending out notices related to the agreement. The agreement is up for renewal every 3 years, which is why we've reached out to invite law enforcement agencies to send us their updated materials if they would like to participate in the 2021 agreement, which will expire in 2024.

Attachments:

- 2018 agreement
- Draft 2021-11 Resolution authorizing Police Chief to enter into new agreement

Action Requested:

Motion to adopt Resolution 2021-11 as written.

Motion Made By:

- Jim Costantino
- Kim Cress
- John Linker
- Doug Shelton

Second By:

- Jim Costantino
- Kim Cress
- John Linker
- Doug Shelton

For:

- Jim Costantino
- Kim Cress
- John Linker
- Doug Shelton

Against:

- Jim Costantino
- Kim Cress
- John Linker
- Doug Shelton

In case of tie:

Mayor Bill Feather

- For
- Against

REGIONAL LAW ENFORCEMENT MUTUAL AID AGREEMENT

This Regional Law Enforcement Mutual Aid Agreement made and entered into this 1st day of June 2018, 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

North Carolina General Statutes Sections 160A-288, 153A-212 and 90-95.2 allow and authorize mutual aid assistance and cooperation between 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.

AGREEMENT

The Participating Agencies agree to the following terms and conditions:

1. REQUESTING ASSISTANCE

- a. REQUEST FOR ASSISTANCE.** Under North Carolina General Statutes Sections 160A-288 and 90-95.2 any Participating Agency may request of the other the temporary lending of personnel, equipment and supplies. Execution of this Agreement by each undersigned agency constitutes and is deemed to be a standing request for assistance and an agreement to lend assistance as personnel and equipment permit by each Participating Agency.
- b. 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 of the need for such assistance and the requested assistance shall be provided if feasible to do so. Such request shall be made in writing whenever possible. Notification by the Division of Criminal Information (DCI) network shall be deemed written notification.

In accordance with North Carolina General Statutes Section 90-95.2(b1) 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 agency shall have the delegated authority at one time.

The following sample statement used as part of a DCI message would 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].

- c. **EMERGENCY REQUEST.** In an emergency situation, the notification of the need for emergency assistance need not be in 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.

2. DUTIES OF REQUESTING AGENCY

- a. **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.
- b. **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).
- c. **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 money, equipment, supplies 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 ascertain that the temporarily assigned officer(s) has undergone the necessary training or possesses the required certification.

3. DUTIES OF ASSISTING AGENCY

- a. **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.
- b. **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 their designee.

4. 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 regular employment. Nothing contained in this Agreement shall be construed as limiting or reducing any Participating Agency or officer's common law or statutory authority, including but not limited to the common law power of *posse comitatus* or the statutory authority conferred by North Carolina General Statute Section 15A-402.

5. INSURANCE AND INDEMNITY

- a. 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.
- b. 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 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.
- c. INDEMNITY FOR PROPERTY DAMAGE.** The Requesting Agency agrees to hold harmless and indemnify 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.
- d. 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.

Regional Law Enforcement

Mutual Aid Agreement

June 1, 2018

6. TERM AND WITHDRAWAL

- a. **TERM.** In any event, 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.
- b. **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.

7. 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 prevents the Participating Agencies from entering into other such agreements.

8. GOVERNING BODY AUTHORIZATION

The head of each Participating Agency certifies by execution of this Agreement that their duly elected governing body has adopted an appropriate resolution or ordinance authorizing said Agency head to enter into this Agreement pursuant to North Carolina General Statutes Sections 160A-288 and 90-95.2. A copy of the authorizing resolution or ordinance for each Participating Agency shall be attached to this original Agreement and to each duplicate original of this Agreement.

9. ADDITIONAL PARTICIPATING AGENCIES

Additional law enforcement agencies may participate in this Agreement by contacting the Centralina Council of Governments and signing an Amendment. Any Additional Participating Agencies will be bound by the Agreement to the same extent as all other Participating Agencies. The Filing Requirements of paragraph 10 below apply to each amendment.

10. FILING REQUIREMENTS AND COPIES OF AGREEMENT

A complete, Digital version of this Agreement shall be kept at the offices of the Centralina Council of Governments. Copies of the digital version including all received signature pages and amendments will be distributed in PDF format to all Participating Agencies. Any Participating Agency may file this Agreement with its County Clerk of Court,

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

LAW ENFORCEMENT REGIONAL MUTUAL AID AGREEMENT**LIST OF PARTICIPATING AGENCIES****EXPIRES JUNE 1, 2021**

POLICE DEPARTMENTS	Date Signed	POLICE DEPARTMENTS	Date Signed	COUNTY SHERIFF OFFICES	Date Signed
Albemarle	7-30-19	Rockwell	5-2-18	Anson	
Appalachian State Univ.	9-26-18	Salisbury	5-1-18	Cabarrus	2-14-19
Badin		Shelby	10-3-18	Cleveland	
Belmont	1-25-19	Spencer	5-9-18	Gaston	5-4-18
Belmont Abbey College	7-2-18	Stallings	6-8-18	Iredell	5-3-18
Bessemer City	8-6-18	Stanfield	6-11-18	Lincoln	7-11-19
Boiling Springs		Stanley	5-10-18	Mecklenburg	
Charlotte-Mecklenburg	10-14-20	Statesville	6-24-20	Rowan	
Cherryville	5-4-18	Troutman	7-30-20	Stanly	2-5-19
China Grove	6-8-18	UNC Charlotte	5-3-18		
Cleveland	5-7-18	Wadesboro	5-22-18		
Concord	5-2-18	Wingate			
Cornelius					
Cramerton	5-16-18				
Dallas	5-2-18				
Davidson	6-8-18				
Davidson College	4-12-21				
Gardner-Webb					
Gaston College	8-20-18				
Gaston County	6-8-18				
Gastonia	5-2-18				
Granite Quarry-Faith	5-10-18				
Huntersville	5-3-18				
Kannapolis	8-26-20				
Kings Mountain	6-20-18				
Kingstown					
Landis					
Lincolnton	5-3-18				
Locust	7-24-20				
Lowell	5-18-18				
Marshville					
Matthews	6-11-18				
Mint Hill	5-9-18				
Misenheimer	6-13-18				
Monroe	5-2-18				
Mooresville	6-22-20				
Mount Holly	1-25-19				
Norwood					
Oakboro					
Pineville	5-15-18				
Queens University	5-10-18				
Ranlo	2-3-20				



Granite Quarry-Faith Joint Police Authority

P.O. Box 351 • 143 North Salisbury Ave, Granite Quarry, NC 28072
Office: (704)279-2952 • Fax: (704)279-6648



Centralina Council of Governments
9815 David Taylor Drive, Suite 100
Charlotte, NC 28262

Dear Members,

The Granite Quarry-Faith Joint Police Authority hereby gives notice we will participate in the Centralina Council of Governments Regional Law Enforcement Mutual Aid Agreement effective the 1st day of June 2018 and agree to the terms and conditions of said Agreement.

Mark J. Cook, Chief of Police
Granite Quarry-Faith Joint Police Authority

STATE OF NORTH CAROLINA
COUNTY OF ROWAN

I, Scott Stewart, a Notary Public of said County and State, do hereby certify that Mark J. Cook personally appeared before me this day and acknowledged the due execution of the foregoing mutual assistance agreement in his capacity of Chief of Police.

Witness my hand and seal this 10th day of May 2018.

Notary Public

J. Scott Stewart
NOTARY PUBLIC
Rowan County, North Carolina

My Commission Expires: 07/27/2022



RESOLUTION 2021-11

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE TOWN OF GRANITE QUARRY, NORTH CAROLINA, ADOPTING A POLICY FOR MUTUAL AID ASSISTANCE WITH OTHER LAW ENFORCEMENT AGENCIES

WHEREAS, pursuant to North Carolina General Statutes GS 160A-288 and GS 90-95.2, the governing body of a city or county may adopt appropriate guidelines, for the purpose of mutual aid 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 it serves for the Town of Granite Quarry to adopt a reasonable policy and guidelines whereby reciprocal law enforcement assistance can both be 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 and service area that the Town of Granite Quarry serves.

NOW, THEREFORE, BE IT RESOLVED BY THE GRANITE QUARRY BOARD OF ALDERMEN 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 Granite Quarry Police Department to work temporarily with the officers of the requesting agency, including in an undercover capacity; and the Chief of Police may lend such equipment and supplies to the requesting agencies as he/she deems advisable.
3. All such requests and authorizations shall be in accordance with North Carolina General Statutes 160A-288 and 90-95.2, 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 he/she normally possesses.
5. While on duty with the requesting agency, an officer shall be subject to the lawful operational commands of his/her superior officers in the requesting agency, but shall, for personnel and administrative purposes, remain under the control of his/her 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 his/her 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.

Adopted this the 21st day of May 2021.

William D. Feather, Mayor

ATTEST:

Aubrey Smith, Town Clerk