

**INTERLOCAL AGREEMENT FOR EXTRA-DUTY LAW ENFORCEMENT STAFFING
AT THE ALAMANCE BEHAVIORAL HEALTH CENTER**

THIS AGREEMENT, made and entered into this ____ day of _____, 2025, by and between the Sheriff of Alamance County, a North Carolina Constitutional office (hereinafter "ACSO"), and separately, each of the following entities: the Town of Mebane, the Town of Haw River, and the Town of Gibsonville, each a municipal corporation organized and existing under organized under N.C. Gen. Stat. § 160A; Alamance Community College, a community college organized under N.C. Gen. Stat. § 115D; and Elon University, an educational institution organized under N.C. Gen. Stat. § 116 (hereinafter each an "Assisting Agency").

WHEREAS, Alamance Behavioral Health Center ("Center") provides critical mental health and crisis intervention services within Alamance County; and

WHEREAS, cooperative law enforcement enhances public safety and the effectiveness of crisis intervention efforts; and

WHEREAS, pursuant to N.C. Gen. Stat. §§ 160A-461, 153A-212, and 160A-288, local law enforcement agencies are authorized to enter interlocal agreements to perform mutual aid and cooperative undertakings;

WHEREAS, Alamance Community College and Elon University Police Departments are eligible to enter into this Agreement pursuant to N.C. Gen. Stat. § 160A-288(d);

WHEREAS, each Party has been authorized and enabled to enter into this Agreement pursuant to N.C. Gen. Stat. § 160A-461;

WHEREAS, an interlocal agreement between ACSO and the Assisting Agencies will facilitate the provision of staffing resources necessary to ensure the efficient operation of the Alamance Behavioral Health Center;

WHEREAS, the Parties find that this Agreement serves the best interests of Alamance County residents by enhancing public safety and crisis response capabilities;

WHEREAS, each Party intends to contract individually with Hart Halsey, LLC to provide their law enforcement officers for extra-duty staffing at the Center;

NOW, THEREFORE, in consideration of mutual covenants herein, the Parties individually agree with ACSO as follows:

1. **PURPOSE:** To facilitate extra-duty staffing assignments at the Center through individual agreements between each Party and Hart Halsey LLC.

2. **CONTRACT WITH HART HALSEY LLC:** Each Party agrees to separately contract with Hart Halsey LLC, allowing its law enforcement officers to perform extra-duty staffing at the Center.
3. **REQUEST FOR STAFFING:** Staffing requests shall be coordinated by Hart Halsey LLC. Officers will adhere to the policies and procedures of their respective agencies and the operational guidelines of the Center.
4. **GRANT OF TERRITORIAL JURISDICTION:** ACSO hereby grants territorial jurisdiction to the officers of each Assisting Agency while performing extra-duty assignments at the Center.
5. **CONTROL AND AUTHORITY:** Each Party retains command and supervisory authority over its officers performing duties under this Agreement, consistent with N.C. Gen. Stat. § 160A-288.
6. **LIABILITY AND INDEMNIFICATION:** Each Party agrees to indemnify and hold harmless ACSO and the other Parties from claims arising from negligent or wrongful acts or omissions of its respective employees.
7. **TERM AND TERMINATION:** This Agreement shall commence upon execution by each Party and continue for two (2) years, automatically renewing for successive two-year periods unless terminated by providing thirty (30) days' written notice to ACSO.
8. **MODIFICATION:** Any modification to this Agreement must be in writing and executed by the respective Party and ACSO.
9. **SEVERABILITY:** If any provision of this Agreement is found invalid or unenforceable, such provision shall be severable, and the remaining provisions shall remain effective.
10. **ASSIGNMENT:** No Party shall assign or transfer its rights or obligations under this Agreement without prior written consent of ACSO.
11. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.
12. **NO THIRD-PARTY BENEFICIARIES:** Nothing herein shall create rights enforceable by any third party; this Agreement benefits solely the Parties.
13. **MULTIPLE COUNTERPARTS:** This Agreement may be executed in multiple counterparts, each deemed an original, collectively constituting one Agreement.
14. **ENTIRE AGREEMENT:** This Agreement represents the entire understanding among the Parties, superseding all prior agreements related to its subject matter.

IN WITNESS WHEREOF, authorized representatives of each Party have executed this Agreement as indicated below.

FOR THE ALAMANCE COUNTY SHERIFF'S OFFICE:

Sheriff Terry Johnson

FOR THE TOWN OF MEBANE POLICE DEPARTMENT:

Chief Mitch McKinney

FOR THE TOWN OF HAW RIVER POLICE DEPARTMENT:

Chief Toby Harrison

FOR THE TOWN OF GIBSONVILLE POLICE DEPARTMENT:

Chief Ron Parrish

FOR THE ALAMANCE COMMUNITY COLLEGE POLICE DEPARTMENT:

Chief James Armstrong

FOR THE ELON UNIVERSITY CAMPUS SAFETY & POLICE DEPARTMENT:

Chief Joe LeMire