

**MUTUAL ASSISTANCE AGREEMENT BETWEEN
THE TOWNS OF OCEAN VIEW AND SOUTH BETHANY**

THIS AGREEMENT, made this 20th day of March, A.D. 2020, by and between:

TOWN OF OCEAN VIEW, a municipal corporation of the State of Delaware (hereinafter “Ocean View”).

and

TOWN OF SOUTH BETHANY, a municipal corporation of the State of Delaware (hereinafter “South Bethany”), collectively hereinafter “the Parties.”

WHEREAS, the Parties hereto have previously entered into agreements whereby Ocean View provided police service assistance to South Bethany for a period of time to allow for the recruitment of certified officers for the South Bethany police agency; and

WHEREAS, the Parties are content with the working relationship enjoyed by the police agencies of both Towns; and

WHEREAS, the Parties are desirous of continuing the relationship between their respective police agencies so that there may be mutual assistance for such periods of time as they shall deem advisable by furnishing officers and necessary equipment.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the Parties hereto, agree as follows:

I. Intergovernmental Police Service and Assistance.

This Mutual Assistance Agreement (hereinafter “Agreement”) is executed pursuant to the police power and authority granted the Town Councils of Ocean View and South Bethany, as set forth in their respective Charters, and by authority of 11 *Del.C.* §1941 *et seq.*

II. Purpose of Agreement and Term.

Each Party desires to maximize effective law enforcement in each jurisdiction by permitting their respective officers to perform routine non-emergency police duties and police coverage within the territorial limits of each Town, including but not limited to, routine patrol and traffic control, in order to preserve and protect the health, safety and welfare of the citizens, inhabitants, and visitors of each jurisdiction (hereinafter, generally “police services”).

Each Town shall be authorized to provide its police officers, subject to the needs of the requesting Town and the judgment of the Chief of Police of the assisting Town as to available personnel and equipment, to provide police services in the other Towns. The judgment of the assisting Chief of Police shall be final. The operational details of this Agreement shall be as established by the respective Chiefs of Police, subject to any applicable provisions set forth by State Code or Town Code.

The term of this Agreement shall be for one (1) year from the date of the last signature on behalf of the Towns/Parties. The Agreement may be renewed for up to three (3) additional 1-year terms upon mutual written agreement of the parties, and ratification by each Town Council, no later than 60 days prior to the expiration of a term. Any Town may also terminate its participation in the Agreement per the terms of Section VIII below.

III. Emergency Services.

Each Town shall continue to provide the other with emergency or other services as may be required in accordance with dispatch by SUSCOM, the Police Mutual Assistance Act (11 *Del. C.* § 1941, *et seq.*) and any applicable policies of the respective Towns.

IV. Power and Authority.

The police officers rendering routine non-emergency police services under this Agreement shall be considered sworn officers of each Town, such that they shall have all powers and authority of police and peace officers as provided by law within each jurisdiction, including the power of arrest. The Chief or commanding officer on duty in the requesting Town shall be responsible for directing the activities of all officers coming into the requesting jurisdiction. 11 *Del.C.* §1946(a).

V. Costs and Compensation.

No fees or other financial compensation shall be given or received for police services under this Agreement. Each Town shall be responsible for all costs incurred by it and for the compensation of its officers performing services in accordance with this Agreement, and all police officers shall retain the same pension and disability benefits of the Town by which they are employed while performing services in accordance with this Agreement through their respective police agencies.

VI. Liability.

a. Each Town to this Agreement shall waive any and all claims and shall hold harmless each other Town, its police officers, their heirs, administrators and successors, from any

and all claims, demands, or suits which may be asserted by one Town against the other, relating in any way to mutual aid assistance provided under this Agreement. No Town shall be responsible, indemnify, nor assume any liability for claims which may be brought by third parties against any other Town, and/or its police officers, agents, employees or their heirs, administrators and successors.

b. Each Town represents that, upon execution of this Agreement, it maintains and will continue to maintain comprehensive general liability insurance for property damage, personal injuries and/or death arising out of the provision of police services and that such insurance will similarly cover officers for police services provided under this Agreement in the other Towns, in accordance with the Police Mutual Assistance Act (11 *Del. C.* § 1945).

VII. Rules and Regulations.

Police officers rendering services under this Agreement shall be subject to the internal and administrative rules and regulations of his or her respective police agency.

VIII. Effective Date of Agreement.

This is a voluntary, at-will Agreement between the Towns, any Town may elect to terminate its participation in the same, by written notice of withdrawal from the Agreement to the other Party. Such election of termination/withdrawal may be made at any time, with or without cause. This Agreement hereby revokes and replaces all prior agreements at any time heretofore made by the Parties. Any modifications or amendments to this Agreement shall be in writing and signed by all parties.

IX. Governing law.

All of the terms and agreements herein contained shall be binding upon the parties hereto and their successors and shall be governed by the laws of the State of Delaware.

X. Severability.

In the event any part or provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.