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RESOLUTION FOR THE ADOPTION OF THE TRANSPORTATION AGREEMENT BETWEEN THE LINCOLN COUNTY SHERIFF'S OFFICE AND THE CITY OF LINCOLNTON

WHEREAS, the Lincoln County Sheriff's Office (the "Sheriff's Office") and the Lincolnton Police Department (the "Lincolnton PD") are responsible for the transportation of individuals within a county under the involuntary commitment proceedings under Article 5 of Chapter 122C of the N.C. General Statutes; and

WHEREAS, pursuant to N.C.G.S. §122C-251(a), the Lincolnton PD has the duty to provide transportation of an individual who is a resident of the City of Lincolnton (the "City") or who is physically taken into custody in the City limits; and

WHEREAS, pursuant to N.C.G.S. §122C-251(a), the Sheriff's Office has the duty to provide transportation for a respondent who resides in Lincoln County (the "County") outside of the City limits or who is physically taken into custody outside of the City limits; and

WHEREAS, pursuant to N.C.G.S. §122C-251(g), the governing boards of the city and county shall adopt a plan known as an "involuntary commitment transportation agreement" or "transportation agreement" for the custody and transportation of individuals in involuntary commitment proceedings;

WHEREAS, the City, the County and the Sheriff's Office have agreed to the terms of the Transportation Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Lincoln County Board of Commissioners adopts the Transportation Agreement attached hereto between the Sheriff's Office and the City of Lincolnton for the custody and transportation of individuals in involuntary commitment proceedings.

Adopted this the 16th day of February, 2026.

Jamie Lineberger, Chairman
Lincoln County Board of Commissioners

ATTEST:

Jennifer M. Farmer, Clerk to the Board

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STATE OF NORTH CAROLINA

COUNTY OF LINCOLN

TRANSPORTATION AGREEMENT

This **TRANSPORTATION AGREEMENT** (the "Transportation Agreement") is made and entered to among the law enforcement agencies providing law enforcement protection in Lincoln County and has been duly approved by the Lincoln County Board of Commissioners and the Lincolnton City Council.

WHEREAS, N.C.G.S. §122C-251(g) requires that the governing bodies of cities and counties to adopt a plan known as an "involuntary commitment transportation agreement" or "transportation agreement" for the custody and transportation of respondents in involuntary commitment proceedings; and

WHEREAS, pursuant to the above-mentioned law, this Transportation Agreement must be submitted to the following parties: the Lincoln County Magistrates Office, the Lincoln County Clerk of Superior Court, the Local Management Entity-Managed Care Organization ("LME/MCO"), and the Division of Mental Health Developmental Disabilities and Substance Abuse Serves that serves Lincoln County and the City of Lincolnton.

NOW THEREFORE, for and in consideration of mutual promises to each as herein after set forth, the Parties mutually agree as follows:

(A) Local Law Enforcement Agencies. The local law enforcement agencies providing law enforcement protection within the boundaries of Lincoln County (the "County") are:

(1) The Lincoln County Sheriff's Office (the "Sheriff's Office") provides law enforcement protection and civil service for all areas of Lincoln County (the "County").

(2) The Lincolnton Police Department (the "Police Department") provides law enforcement protection within the boundaries of the City of Lincolnton (the "City").

(B) IVC Order and Law Enforcement Response. Following the issuance of an involuntary commitment order ("IVC Order") against a respondent by a Lincoln County Magistrate (the "Magistrate"), the Magistrate shall contact the local law enforcement agency having jurisdiction over the respondent to retrieve the IVC Order from the Magistrate as set forth below:

(1) Within the City. If the respondent is a resident of the City or was taken into the custody within the City, the Police Department shall respond.

(2) Not Within the City. If the respondent resides within the County but not within the City or was taken into custody outside of the boundaries of the City, the Sheriff's Office shall respond.

(C) Location of Respondent. The Police Department and the Sheriff's Office shall attempt to locate the respondent at the address provided in the IVC Order.

(D) Custody and First Examination. Upon location, the Police Department or the Sheriff's Office shall take respondent into custody and transport respondent to a health care facility for the first examination pursuant to the Community Crisis Plan, as amended. Following the first examination, it shall

be the responsibility of the healthcare facility to identify whether continued treatment is needed and locate said facility for respondent's care prior to the respondent's release.

(E) Transportation Following First Examination.

(1) Commitment Required. If the healthcare facility has determined that the respondent requires commitment to a 24-hour facility, and said commitment has been arranged, the Sheriff's Office shall be responsible for the transport of the respondent to the facility identified and arranged by the healthcare facility given that all 24-hour facilities are located outside Lincoln County. Nothing herein shall require the Sheriff's Office to respond to a 24-hour facility to transport within the same facility.

(2) No Additional Care Needed. If the healthcare facility has determined that the respondent does not require any additional mental health care or treatment, then the agency responsible for the initial transport, as determined by Section (A) of this Agreement, shall return the respondent to the address listed in the IVC Order or allow for other transportation of the respondent to be made.

(3) Volunteers, or Other Public or Private Personnel. At this time, no volunteers or other public or private personnel will be used to transport respondents as permitted under N.C.G.S. §122C-251.

(F) Responsibilities of Parties. Each Party to this Transportation Agreement agrees that it will be responsible for its own acts and/or omissions and those of its officials, employees, representative and agents in carrying out the terms of this Transportation Agreement and the results thereof, to the extent authorized by law, and shall not be responsible for the acts and/or omissions of the other Party, and the results thereof.

(G) Liability. It is understood and agreed that each Party's liability may be limited by the provisions or other immunity law applicable to law enforcement agencies, local governments, and the Sheriff's Office. The Parties understand and agree that each Party has not waived the rights, immunities and protections provided by law. Nothing contained in this Transportation Agreement shall waive or amend, nor shall it be construed to waive or amend any defense or immunity that either Party, their respective officials and employees, may have.

(H) No Relationship. This Transportation Agreement is not intended to and will not constitute, create, give rise to, or otherwise a recognize a joint venture, partnership, corporation, or other formal business association or organization of any kind among the Parties. Moreover, the rights and the obligations of the Parties hereunder will be only those expressly set forth herein.

(I) Term and Termination. This Transportation Agreement shall be effective upon full execution by both Parties and shall continue until terminated as provided for herein. Either Party may terminate its participation in this Transportation Agreement by providing at least 60 days' written notice to the other Party. The termination of this Transportation shall in no way invalidate any responsibilities set forth in Chapter 122C of the North Carolina General Statutes.

(J) Governing Law. This Transportation Agreement shall be subject to the laws of the State of North Carolina and any dispute arising hereunder shall be first addressed by the duly-elected Lincoln County Sheriff and the Lincolnton Police Chief (and City Manager, if necessary). If additional action is necessary, then that dispute shall be addressed by action filed in the Superior Court of Lincoln County.

(K) **Entire Agreement and Multiple Parts.** This Transportation Agreement shall be the full agreement between the Parties, and any amendment thereto shall be executed by both parties. This Transportation Agreement may be executed in two (2) or more counterparts, each of which will be deemed to be an original.

IN WITNESS WHEREOF, the Lincoln County Sheriff's Office and the Lincolnton Police Department have caused this Transportation Agreement to be duly executed as set forth below. In addition, the City and the County have caused this Transportation Agreement to be approved as to form only and by execution hereof do affirm that this document has been adopted by their respective board.

LINCOLN COUNTY SHERIFF'S OFFICE

By: _____
Sheriff Bill Beam

Date Executed: _____

LINCOLNTON POLICE DEPARTMENT

By: _____
Chief Brian Greene

Date Executed: _____

Approved and Adopted by:
LINCOLN COUNTY

By: _____
Jamie Lineberger, Chairman
Lincoln County Board of Commissioners

Date Executed: 2.16.26

Approved as to Form:

_____
Megan H. Gilbert, County Attorney

Approved and Adopted by:
CITY OF LINCOLNTON

By: _____
Ed Hatley, Mayor

Date Executed: _____

Approved as to Form:

_____
John M. Friguglietti Jr., City Attorney