



HAYWOOD COUNTY
BOARD OF COMMISSIONERS

AGENDA REQUEST

**Must be presented to the County Manager's Office
NO LATER THAN 5 P.M. FRIDAY THE WEEK BEFORE THE MEETING**

DATE OF REQUEST: Monday, 9 May 2016
FROM: Sheriff Greg Christopher

MEETING DATE REQUESTED: Monday, June 6, 2016
Regular meetings: First (1st) Monday of the month at 9:00 am
Third (3rd) Monday of the month at 5:30 pm

SUBJECT:

Mutual Assistance Agreement with Hendersonville Police Department

REQUEST:

To update the attached mutual assistance agreement between the Hendersonville Police Department and the Haywood County Sheriff's Office, (See attachment #1).

BACKGROUND:

Administration of the Hendersonville Police Department has occurred therefore, we ask to update our mutual assistance agreement with the Hendersonville Police Department for the purpose of temporary incidents where assistance may be requested from either agency per North Carolina General Statute 160A-288.

IMPLEMENTATION PLAN: \$0.00

FINANCIAL IMPACT STATEMENT:

SUPPORTING ATTACHMENTS: YES X NO _____ HOW MANY? 4

LIST:

1. Copy of the mutual assistance agreement from the Hendersonville Police Department

If yes, please forward one ORIGINAL ATTACHMENT to the Clerk to the Board.

PowerPoint Presentation: YES _____ NO X

PERSON MAKING PRESENTATION AT MEETING: Greg Christopher

TITLE: Sheriff

PHONE NUMBER: 828-356-2850

E-MAIL: gchristopher@haywoodnc.net

THIS SECTION FOR OFFICE USE ONLY

Received (Date/Time): _____

County Manager / Clerk to the Board Comments: _____

In an effort to save paper, attachments should be copied on both front and back sides.

CITY COUNCIL:
BARBARA G. VOLK
Mayor
STEVE CARAKER
Mayor Pro Tem
RON STEPHENS
JERRY A. SMITH, JR.
JEFF MILLER

CITY OF HENDERSONVILLE

The City of Four Seasons

POLICE DEPARTMENT
Herbert Blake, Chief of Police

OFFICERS:
JOHN F. CONNET
City Manager
SAMUEL H. FRITSCHNER
City Attorney
TAMMIE K. DRAKE
City Clerk

March 18, 2016

Haywood County Sheriff's Office
Greg Christopher, Sheriff
1620 Brown Ave.
Waynesville, NC 28786

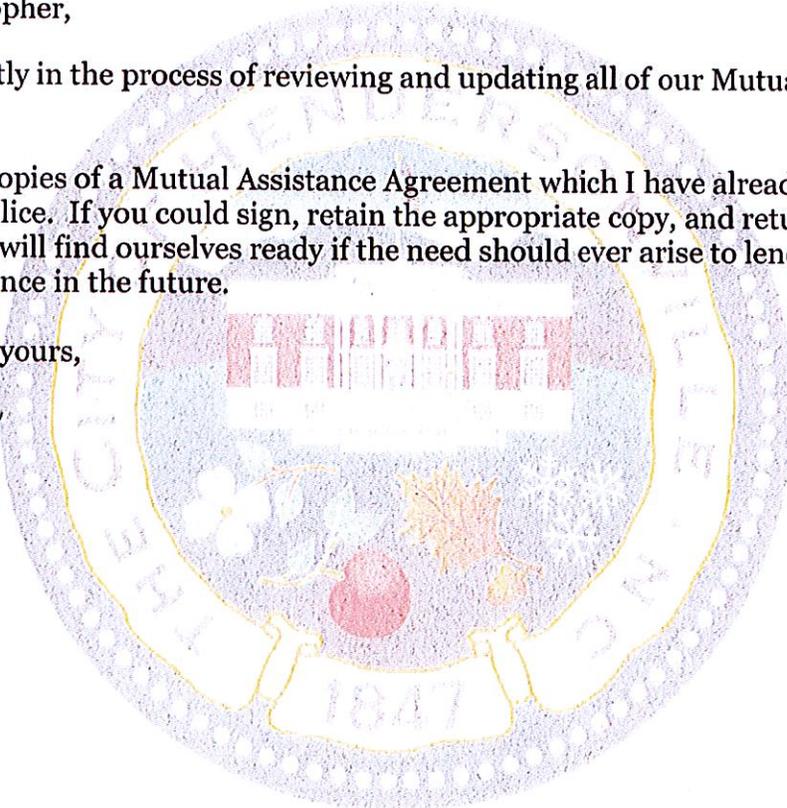
Sheriff Christopher,

We are currently in the process of reviewing and updating all of our Mutual Assistance Agreements.

Enclosed are copies of a Mutual Assistance Agreement which I have already signed as the Chief of Police. If you could sign, retain the appropriate copy, and return our copy back to us, we will find ourselves ready if the need should ever arise to lend assistance or request assistance in the future.

Professionally yours,


Herbert Blake
Chief of Police



INTER-GOVERNMENTAL MUTUAL AID AGREEMENT

This agreement, made and entered into this 18th day of March, 2016, by and between the political subdivisions of the State of North Carolina, which now or hereafter become signatories hereto.

WHEREAS, the political subdivisions of the State of North Carolina have determined that the provision of law enforcement mutual aid across jurisdictional lines for temporary assistance will increase their ability to preserve the safety and welfare of the entire area; and

WHEREAS, the political subdivisions of the State of North Carolina are authorized by G.S. 160A-288 to provide local law enforcement mutual aid.

NOW, THEREFORE, THE PARTIES HERETO DO AGREE AS FOLLOWS:

1. Upon determining a need for temporary law enforcement assistance beyond the capability of locally available resources, the party or parties thereto shall notify the other party or parties to this agreement of such need for law enforcement assistance. Such assistance shall be rendered according to the procedures established in the operational plans developed and agreed to by all parties to this agreement pursuant to the provisions in paragraph 3 herein. The head law enforcement officer of each of the parties hereto is empowered to request assistance under this agreement.
2. Such request shall be in writing and executed by the Chief or Sheriff of the Requesting Agency or, in his absence, by such other person as has been designated to make or grant such requests. Provided further, that where a request is made on an emergency basis, the execution of this contract shall be deemed the required written request and the Requesting Agency shall furnish the specified request in writing as soon as practicable.

3. The mutual assistance to be rendered under this agreement shall be available upon the development and approval by the parties hereto of an operational plan. The plan shall outline the exact procedures to be followed in requesting mutual aid assistance and in responding to requests for mutual aid assistance. The parties shall meet as necessary to review and if necessary, to propose amendments to the operational plan. Any proposed amendments shall not be effective until approved in writing by all the parties to this agreement.
4. Law enforcement officers rendering assistance under this agreement shall do so under the direction and control of the head law enforcement officer of the jurisdiction requesting the aid.
5. The officer in charge of the division to which the Assisting Agency's officer is temporarily assigned shall provide a weekly report to the officer in charge of the division of the Assisting Agency to which the temporarily assigned officer is permanently assigned. Such report shall contain a daily breakdown of the number of hours worked and the assignments performed by the temporarily assigned officer.
6. The borrowing agency shall furnish the temporarily assigned officer with the money, equipment, and personnel reasonably necessary to perform his assigned duties; however, the temporarily assigned officer shall report for work with the equipment issued to him by his employer. The loaning agency may furnish equipment and supplies to the borrowing agency if requested.
7. For personnel and administrative purposes, the temporarily assigned officer shall remain under the control of the Assisting Agency and shall be entitled to Workmen's Compensation and other benefits to which he would be entitled were he functioning within the normal course and scope of his duties with the Assisting Agency.
8. Any disciplinary actions arising out of the temporary work assignments of any loaned officer will remain the responsibility of the Assisting Agency. At any time the officer in charge of the division to which any temporarily assigned officer is assigned may relieve such officer of his duties and such officer shall immediately forward a written statement setting forth the reason for such action to the officer

in charge of the division to which the officer is permanently assigned with the Assisting Agency.

9. The Requesting Agency specifically covenants and agrees to assume all liability for any act committed by the temporarily assigned officer within the course and scope of his temporary assignments, and further agrees to hold harmless and indemnify the Assisting Agency for any damages, including the payment of attorney's fees incurred by the Assisting Agency pursuant to such temporary assignment.
10. In addition, the Requesting Agency agrees to hold harmless the Assisting Agency for any damage to the property of the Requesting Agency incurred in the course and scope of the temporarily assigned officer's duties. Further, the Assisting Agency agrees to hold the Requesting Agency harmless of any damage to the property of the Assisting Agency occasioned by such act. This agreement shall not be construed as a bar to any other rights or claims, either direct or by subrogation, which either agency shall have against any other party.
11. While on duty with the Reporting Agency, the temporarily assigned officer of the Assisting Agency shall have the same jurisdiction, powers, rights, privileges, benefits and immunities as the officers of the Requesting Agency, in addition to those which he normally possesses.
12. This agreement shall remain in effect until terminated by all the parties hereto upon written notice setting forth the date of such termination. Withdrawal from this agreement by any one party hereto shall be made by thirty- (30) days written notice to all parties but shall not terminate this agreement among the remaining parties.

IN WITNESS THEREOF, the parties hereto have executed this agreement as of the date first written above.

BY Merwin Blod
AGENCY Hendersonville Police Dept. DATE 3/21/16

BY _____
AGENCY _____ DATE _____

BY _____
AGENCY _____ DATE _____