

## MUTUAL ASSISTANCE AGREEMENT

Under the provisions of North Carolina General Statutes, §160A-288, the participating agencies as evidenced by their signatures do hereby enter into this Mutual Aid Agreement and do hereby request of and from each other and agree to provide to each other, when and where feasible to do so, temporary assistance in enforcing the laws of North Carolina pursuant to, North Carolina General Statutes §160A-288 et seq. Further, the undersigned participating agencies agree this Mutual Aid Agreement may be amended from time to time to add agencies to this agreement.

The participating agencies acknowledge this agreement mutually benefits each participating agency in the form of enhanced law enforcement capabilities and efficiencies with the jurisdiction of the agency.

### CONDITIONS

The participating agencies agree to the following terms and conditions as it relates to this agreement:

#### **I. REQUESTS FOR ASSISTANCE:**

- A. By signing this agreement, the signatories do hereby make a request in writing for mutual assistance from other signatories to this agreement. Such assistance may include but is not limited to the loan of officers (for undercover operations), equipment, supplies, response teams, negotiators, and other personnel and materials needed to support the requested assistance.
- B. 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, in writing, whenever feasible. In the event, a request is not feasible to do so, this agreement shall act as the writing to satisfy this requirement. An electronic transmission containing a request also shall constitute writing under this agreement. Where a written request is not feasible as the result of an emergency, a written request will be made as soon as practical as a confirmation of the verbal request. Emergency situations shall provide for requests to be made by telephone, radio or other oral means of communication.

#### **II. DUTIES OF REQUESTING AGENCY:**

- A. While operating with the requesting agency pursuant to 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 has been assigned to provide assistance, and shall

operate under the direct supervision of said officer.

- B. The officer supervising the division or unit to which the assisting agency's officer(s) is (are) 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. The officer(s) temporarily assigned shall report to duty with the requesting agency with the 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 duties.

**III. DUTIES OF THE ASSISTING AGENCY:**

- A. The temporarily assigned officer shall for personnel and administrative purposes remain under the control of their own agency. This includes but is not limited to pay, workers compensation or to other benefits to which he or she is ordinarily entitled to receive were he or she not temporarily assigned.
- B. Disciplinary actions arising out of the temporary assignment provided under this agreement shall remain the responsibility of the assisting agency. The officer in charge of the division or unit to which the assisting officer has been 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 for the reason for such action to the head of the assisting agency or his designee.

**IV. COVENANTS:**

- A. The requesting agency specifically covenants and agrees to assume all liability for any act committed by the temporarily assigned officer(s), when acting within the course and scope of the temporarily assigned officer(s) assignment including but not limited to damage to real or personal property or injury including death caused by the use or misuse of loaned equipment, 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. 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 North Carolina Tort Claims Act.
- B. The requesting agency agrees to hold harmless the assisting agency for any damages to the property of the requesting agency incurred in the scope

and course of the temporarily assigned officer's duties or in the course and scope of the use of the loaned equipment not accompanied by a temporarily assigned officer. 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 North Carolina Tort Claims Act.

- C. The assisting agency agrees to hold the requesting agency harmless for any damage to the property of the assisting agency occasioned by such act. 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 North Carolina Tort Claims Act.
- D. This agreement shall not be construed or interpreted so as to act as a bar or prohibition to any other rights or claims, either by direct action or subrogation which either agency shall have against any other party.
- E. The parties to this agreement further covenant and agree the value of any assets recovered, ordered seized and forfeited shall be divided equally among the parties to this agreement.
- F. The parties to this agreement further covenant and agree that any requests for assistance shall be to enforce the laws of North Carolina and/or the United States of America and shall be made pursuant to this agreement and are deemed to have been made in good faith.

**V. AUTHORITY OF ASSIGNED OFFICERS:**

During the period that this agreement is in force and effect and the signatories to this agreement have not withdrawn, law enforcement officer(s) temporarily assigned to the requesting agency from the assisting agency shall have the same jurisdiction, power, rights, authority, benefits and immunities of the regular officers within their jurisdiction in enforcing the law of North Carolina and/or the United States, in addition to those possessed by the assisting officer in his or her regular employment. Such authority shall apply only to those situations, incidents, and matters which are the subject of this agreement and the officer is acting with the course and scope of his or her duties pursuant to this agreement. Nothing in this agreement shall be construed or interpreted as to limit or reduce any participating agency's jurisdiction or the officer's statutory or common law authority conferred by the statutes of the State of North Carolina. Further, nothing in this agreement shall be interpreted or construed so as to limit, waive or reduce any immunities, defenses, or sovereignty of a participating agency and its municipality, town or village or to waive, reduce or limit the immunities, defenses or privileges of the officers participating pursuant to and under the terms and conditions of this agreement.

**VI. TERM AND WITHDRAWAL:**

- A. This agreement, unless extended in writing and signed by the participating parties shall terminate four (4) years from the effective date of this agreement without further action by any party to this agreement. In the event this agreement is extended, it may be extended for an additional period of four (4) years by the parties participating in the extension upon written agreement.
- B. 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. This agreement is in effect between agencies regardless of head of agency until withdrawn in writing.

**VII. OTHER MUTUAL AID AGREEMENTS:**

This agreement shall not supercede, limit or restrict any other mutual aid agreement currently in force and effect involving any of the participating agencies. Additionally, this agreement shall not limit, prohibit or in any way restrict the ability of the participating agencies from entering into other mutual agreements with other agencies or interfere in any way with any task force agreements.

**VIII. ADDITIONAL PARTICIPATING AGENCIES:**

From time to time and consistent with the authorized participatory agencies as defined in North Carolina General Statutes §160A-288 et-seq, may apply to become a participating agency in this agreement. A participating agency must comply with the limitations and purposes set forth in the above referenced statute and any ordinances or policies in effect in the agency's local governing body.

**IX. EFFECTIVE DATE:**

The effective date of this agreement shall be effective immediately upon signature. Each person executing this agreement declares, covenants and asserts that he or she holds the position noted on the signature line and has the authority to bind the signatory's agency, department, office, or governing body.

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So Agreed.

FOR THE OFFICE OF THE SHERIFF OF HAYWOOD COUNTY

\_\_\_\_\_

SHERIFF

North Carolina  
County of Haywood

I, \_\_\_\_\_, a North Public of said county and state, do hereby certify that Sheriff \_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the foregoing MUTUAL ASSISTANCE AGREEMENT.

Witness my hand and seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
**Seal**

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So Agreed.

FOR THE OFFICE OF ASHEVILLE POLICE DEPARTMENT OF BUNCOMBE COUNTY

NORTH CAROLINA.

CHIEF OF POLICE

North Carolina  
County of Haywood

I, \_\_\_\_\_, a North Public of said county and state, do hereby certify that Chief \_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the foregoing MUTUAL ASSISTANCE AGREEMENT.

Witness my hand and seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
**Seal**

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