

INTERGOVERNMENTAL MUTUAL AID AGREEMENT

This agreement, made and entered into this 12th day of MARCH, 2014, 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 provisions 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 N.C.G.S. 160A-288 to provide law enforcement mutual aid.

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

While working with a requesting agency, an officer shall have the same jurisdiction, powers, rights, privileges, and immunities (including those relating to the defense of civil actions and payments of judgments) as the officers of the requesting agency in addition to those the loaned officer normally possesses.

While on duty with the requesting agency an officer shall be subject to the lawful operational commands of the officer's superior officers in the requesting agency, but the loaned officer shall for personnel and administrative purposes, remain under the control of the officer's own agency, including for purposes of pay. An officer shall furthermore be entitled to worker's compensation and the same benefits to the extent as though he were functioning within the normal scope of the officer's duties.

When temporary assistance is needed pursuant to this Mutual Aid Agreement, the requesting agency shall notify the assisting agency of the need for such assistance and the assistance shall be provided if feasible to do so. A requesting agency which needs temporary assistance shall notify the assisting agency of such need in writing, when possible. In an emergency situation, the notification of the need for temporary assistance need not be in writing, but a written notification shall be provided as soon thereafter as possible.

Any disciplinary actions arising out of the temporary work assignment of any loaned officer will remain the responsibility of the officer's own agency.

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 the officer's temporary assignment or damage or injury 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 requesting agency agrees to hold harmless the assisting agency for any damage to the property of the requesting agency incurred in the scope and course of the temporary assigned officer's duties or in the course and scope of the use of loaned equipment not accompanied by a temporarily assigned officer. Further, 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

agreement shall not be construed as a bar to any other rights or claim, either direct or by subrogation, which either agency shall have against any other party.

The undersigned enter into this agreement pursuant to duly adopted resolutions of their respective governing bodies, as authorized by North Carolina General Statutes 160A-288.

Requesting Agency:

SO AGREED

This the 4th day of March, 2014.

Buncombe Co. Sheriff's Office

Agency Name

By

[Signature]

Agency Head

Sheriff

Title

NORTH CAROLINA

COUNTY OF Buncombe

I, Donna F. Caraker,

a Notary Public of said county and state, do hereby certify that

J.V. Duncan

personally appeared before me this day and acknowledge the due execution of the foregoing Mutual Aid Agreement.

Witness my hand and notarial seal this the 4th day of March, 2014.

Donna F. Caraker

Notary Public

My commission expires 9-15-15.

Assisting Agency:

SO AGREED

This the 12th day of March, 2014.

Asheville Police Department

Agency Name

By

[Signature]

Agency Head

Chief of Police

Title

NORTH CAROLINA

COUNTY OF Buncombe

I, Barbara Brank,

a Notary Public of said county and state, do hereby certify that

Chief William Anderson

personally appeared before me this day and acknowledge the due execution of the foregoing Mutual Aid Agreement.

Witness my hand and notarial seal this the 12th day of March, 2014.

Barbara Brank

Notary Public

My commission expires 2/20/17.

