

Marion Police Department Mutual Assistance Contract

Pursuant of North Carolina General Statutes * 160A-288 the undersigned to hereby request of one another, and agree to provide to one another, when feasible to do so, temporary assistance in enforcing the laws of North Carolina and other matters. This MUTUAL ASSISTANCE AGREEMENT shall serve as the request in writing for such assistance. This assistance may consist of, but not limited to, the loaning of officers (including in an undercover capacity) and equipment and supplies pursuant to North Carolina General Statutes *90-95.2.

1. While working with a requesting agency, an officer shall have the 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.
2. While on duty with the requesting agency an officer shall be subject to the lawful operational commands of the officer's 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 officers' duties.
3. When temporary assistance is needed pursuant to this MUTUAL ASSISTANCE 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. The agency head of the requesting agency shall delegate authority to make the request to a specified named individual officer (i.e., Capt. John Doe) or to a specified position or rank (i.e., highest ranking or most senior officer on duty or the shift supervisor).
4. A requesting agency which needs temporary assistance shall notify the assisting agency of such need in writing, as soon as practical. When an urgent request for assistance is needed this may be made orally (e.g. by radio, telephone, or personally), then followed up with an additional written request as soon as practical. A fill in the bank form is sufficient to fulfill the requirement of a written request.
5. Any disciplinary actions arising out of the temporary work assignment of any loaned officer will remain the responsibility of the officer's own agency.
6. 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.
7. 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 temporarily 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 claims, either direct or by subrogation, which either agency shall have against any other party.

8. This agreement shall remain in effect while both designated officials of each agency remain in office. This agreement may be updated on an annual basis is so needed.
9. This agreement in no way reduces the jurisdiction of authority of State Law Enforcement Officers.
10. 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.

North Carolina
County of McDowell

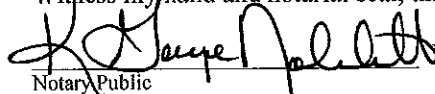
I, K. Gaye Noblitt, A Notary Public of said county and state do hereby certify that Allen Lawrence personally appeared before me this day and acknowledges the due execution of the foregoing MUTUAL ASSISTANCE AGREEMENT.

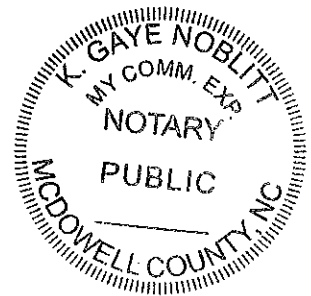
SO AGREED.

This is the 29th day of December, 2015


Chief Allen Lawrence, Marion Police Department

Witness my hand and notarial seal, this the 29th day of December, 2015


Notary Public My commission expires: April 30, 2020

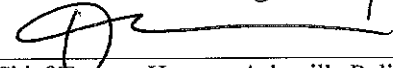


North Carolina
County of Buncombe

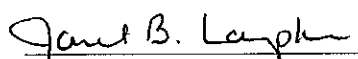
I, Janet B. Lampkin, A Notary Public of said county and state do hereby certify that Tammy Hooper personally appeared before me this day and acknowledge the due execution of the foregoing MUTUAL ASSISTANCE AGREEMENT.

SO AGREED.

This is the 1st day of January, 2016


Chief Tammy Hooper, Asheville Police Department

Witness my hand and notarial seal, this the 1st day of January, 2016


Notary Public My commission expires: 2/23/2019