

## MUTUAL ASSISTANCE AGREEMENT

Pursuant to North Carolina General Statutes § 90-95.2 the undersigned do hereby request of each another, and agree to provide to each another, when feasible to do so, temporary assistance in enforcing the North Carolina Controlled Substances Act. This MUTUAL ASSISTANCE AGREEMENT shall serve as the request, in writing for such assistance. The assistance may consist of, but is not limited to, the loaning of officers (including in an undercover capacity) and equipment and supplies.

1. 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.

2. 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.

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. 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.

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

5. 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.

6. 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 claim, either direct or by subrogation, which either agency shall have against any other party.

NORTH CAROLINA  
COUNTY OF McDowell 2017

I, Richelle Bailey, a Notary Public of said county and state, do hereby certify that Dale Green personally appeared before me this day and acknowledge the due execution of the foregoing MUTUAL ASSISTANCE AGREEMENT.

Witness my hand and notarial seal, this the 7<sup>th</sup> day of Feb. 2017.

Richelle Bailey My Commission Expires: 7-4-18  
Notary Public

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NORTH CAROLINA  
COUNTY OF Buncombe 2017

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.

Witness my hand and notarial seal, this the 7<sup>th</sup> day of February 2017.

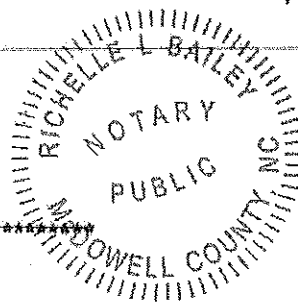
Janet B. Lampkin My Commission Expires: 2/23/2019  
Notary Public

SO AGREED.

This the 7<sup>th</sup> day of February 2017.

[Signature]  
Sheriff/Chief

McDowell County Sheriff's Office



SO AGREED.

This the 7<sup>th</sup> day of February 2017.

[Signature]  
Sheriff/Chief

Asheville Police Department

