

MUTUAL AID AGREEMENT

This agreement, made and entered into this 9th day of September, 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 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 North Carolina General Statutes § 160A-288 to provide 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 plan developed and agreed to by all parties to this agreement pursuant to the provisions in paragraph three herein. The head law enforcement officer of each of the parties hereto is empowered to request such assistance under this agreement.
2. Such request shall be in writing and executed by the head of the requesting agency, or, in the absence of the agency head, by such other person as had been designated to make or grant such requests. Provided further, 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 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 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 breakdown of the number of hours worked and the assignments performed by the temporarily assigned officer.

6. The temporarily assigned officer shall report for work with the equipment issued to him or her by the assisting agency. The borrowing agency shall furnish the temporarily assigned officer with the money, equipment, and personnel reasonably necessary to perform assigned duties. 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 Worker's Compensation and other benefits to which he or she would be entitled were the officer 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.
10. 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 requesting 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.

LAW ENFORCEMENT MUTUAL AID OPERATIONAL PLAN

The purpose of the operational plan is to establish procedures to be followed in requesting mutual aid assistance and in responding to requests for mutual aid assistance as required by the Mutual Aid Agreement between Fletcher Police Department and Asheville Police Department dated 09/09/2016.

I. Responsibilities of Requesting Agency

- A. When a request for assistance is made on an emergency basis, such request may be made via telephone, radio, the Division of Criminal Information Network, or by any other means available. Such request shall be followed up by a written request in not more than five (5) working days after the original request is made.
- B. The requesting agency shall advise the assisting agency at the time of the request the number of personnel needed and the equipment each officer will need in order to accomplish the assigned task.
- C. The requesting agency shall advise the assisting agency at the time of the request where and to whom the respondents are to report for duty assignment and as to the estimated period of time that the officer will be needed by the requesting agency.
- D. If the requesting agency requests two or more officers from the assisting agency, such request shall include a request for a Supervisor to accompany the responding officers from the assisting agency.
- E. The requesting agency shall have the head law enforcement officer or his designee physically present at the assembly point to brief all outside officers of the situation. Duties will be assigned at the assembly point.
- F. An officer responding to the agency requesting aid should establish radio contact with the requesting agency, utilizing mutual aid frequencies where available. All response must be made to the communication center unless otherwise directed by the requesting agency.
- G. After getting commitment of all needed manpower, the requesting agency shall notify all communication center of the mutual aid operation. This will allow other departments to be prepared should additional manpower be needed. This section is not required in undercover operations.

II. Responsibilities of Assisting Agency

- A. Request for assistance by the requesting agency may be granted by the assisting agency, but not to the extent to deplete that strength of on-duty personnel so that it would severely hamper law enforcement operations within the jurisdiction of the assisting agency. The assisting agency shall be the Sole determinate of the number of officers they shall lend to the requesting agency and report the number available as soon as possible to the requesting agency.

- B. The assisting agency shall, unless otherwise informed by the requesting agency, designate one officer as a supervisor of the responding group when two or more officers are responding.
- C. The assisting agency shall insure that the responding officers are equipped with the equipment issued by the assisting agency when specific request for equipment is not included in the request for assistance.
- D. When possible, the assisting agency shall request from the requesting agency the length of time responding personnel will be needed, the equipment needed, location, and to whom the responding officers are to report.
- E. The assisting agency shall advise its responding officers of their duties and responsibilities and authority while assisting the requesting agency, when practical.
- F. Officers responding to the request for mutual aid will furnish a list of names and unit of Government represented to the head law enforcement officer or his designee. All officers reporting for mutual aid or leaving the mutual aid operation will report same to person in charge of assembly point or his designee.

III. Implementation

- A. This plan is effective immediately upon signing of the Mutual Aid Agreement by the parties thereof.
- B. In the event that any portion of this plan conflicts with any portion of the Mutual Aid Agreement, the Mutual Aid Agreement shall overrule this plan; however, such conflicts shall not affect the validity of the remaining portion of the plan.
- C. This plan shall not be subject to change except as provided for in paragraph three (3) of the Mutual Aid Agreement.
- D. Any agency entering into the Mutual Aid Agreement after the initial signing of the agreement must approve of the procedures listed above before signing the agreement.

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.

SO AGREED

NORTH CAROLINA

COUNTY OF Henderson

This the 9th day of September, 2016.

I, Francine H. Taddel
a Notary Public of said county and State, do
hereby certify that

Fletcher Police Department

Agency Name

BY

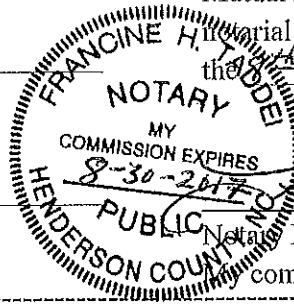
Erik B. Summey

Agency Head

Chief of Police

Title

Erik B. Summey
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 9th day of September, 2016.



Francine H. Taddel
Notary Public
My commission expires 8-30-2017

SO AGREED

NORTH CAROLINA

COUNTY OF Buncombe

This the 12th day of September, 2016.

I, Janet B. Lamplin
a Notary Public of said county and State, do
hereby certify that

Asheville Police Department

Agency Name

BY

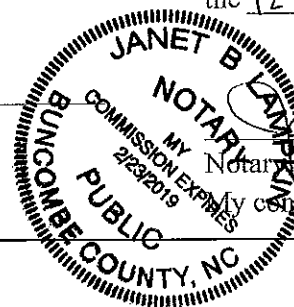
Tammy Hooper

Agency Head

Chief of Police

Title

Tammy Hooper
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 September, 2016.



Janet B. Lamplin
Notary Public
My commission expires 2/23/2019