

INTERGOVERNMENTAL MUTUAL AID AGREEMENT

This agreement, made and entered into this 21st day of February, 2018, 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 judgements) 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.

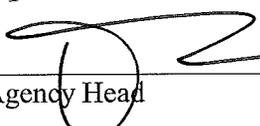
The requesting agency specifically covenants and agrees to assume all liability for any act committed by the temporarily assigned officer within the course and scope of the office's temporary assignment or damage or injury caused by the use or misuse of loaned equipment, and further agrees to hold harmless 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 used and 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

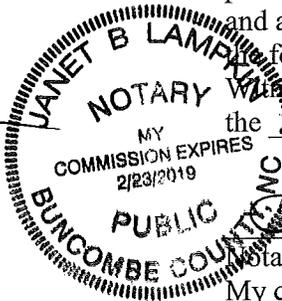
Agreement shall not be construed as a bar to any other rights or claim, either direct or by subrogation, which either agency shall have against any other party.

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.

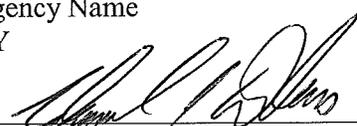
Requesting Agency:

SO AGREED
This the 2nd day of
January, 2018.
Asheville Police Dept.
Agency Name
BY

Agency Head
Chief of Police
Title

NORTH CAROLINA
COUNTY OF Buncombe
I, Janet B. Lamplan,
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 Aid Agreement.
Witness my hand and notarial seal this
the 2nd day of January, 2018.
Janet B. Lamplan
Notary Public
My commission expires 2/23/19.



Assisting Agency:

SO AGREED
This the 21st day of
February, 2018.
Woodfin Police Department
Agency Name
BY

Agency Head
Chief of Police
Title

NORTH CAROLINA
COUNTY OF Buncombe
I, Benjamin W. Dannemiller,
a Notary Public of said county and
State, do hereby certify that
Michael S. Drake
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 21 day of February, 2018.
Benjamin W. Dannemiller
Notary Public
My commission expires 01/10/2022.

