



## *CALDWELL COUNTY SHERIFF'S OFFICE*

*\*\* SHERIFF ALAN C. JONES \*\**

*2351 MORGANTON BLVD. SW \* LENOIR, NC 28645*

*PHONE: 828-758-2324 \* FAX: 828-757-8685*

### **MUTUAL ASSISTANCE AGREEMENT**

*This Mutual Assistance Agreement ("Agreement") is made and entered into effective upon its full execution, by and between The Caldwell County Sheriff's Office and Asheville Police Department.*

*WHEREAS, North Carolina General Statutes 160A-288 and 90-95.2 provide that the heads of law enforcement agencies may temporarily provide assistance to other agencies in enforcing the laws of North Carolina, including specifically the North Carolina Controlled Substances Act; and*

*WHEREAS, the parties hereto wish to provide such temporary assistance to each other at appropriate times and under the terms and conditions of this Agreement.*

*NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:*

#### **1. Definitions.**

*"Assistance" may include the temporary assignment of personnel, equipment, resources, materials and/or supplies and other resources.*

*"Authorized Representative" means the particular employee of a party who has been designated by the Sheriff to take actions appropriate and necessary for carrying out this Agreement.*

*"Provider" means the law enforcement agency which receives a request to provide, or is providing, temporary assistance to another agency pursuant to this Agreement.*



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*"Recipient" means the law enforcement agency which is requesting and/or receiving temporary assistance from another agency pursuant to this Agreement.*

**2. Principle of Mutual Assistance; Limitations.** *The parties acknowledge and agree that their first responsibility is to their own citizens and that either may decline a request to provide assistance under this Agreement when doing so could jeopardize that agency's service to its own citizens. If an agency determines that it cannot provide assistance to a request due to obligations to its own citizens, that agency shall so respond to the request for assistance.*

**3. Requesting Assistance.** *Requests for assistance under this Agreement should be made in writing to the Authorized Representative of the other agency; provided, however, that in the event of exigent circumstances, a verbal request for assistance may be made and followed with the written request before assistance is provided. A request for assistance should specify in as much detail as possible the type of assistance needed, the anticipated length of time such assistance will be needed and the time and place to which assisting personnel of the Provider should report.*

**4. Responding to a Request for Assistance.** *An agency receiving a request for assistance shall evaluate its ability to provide such assistance, taking into consideration its obligations to its own citizens as outlines in Section 2., above. If the agency is not able to provide the assistance requested, the agency shall so notify the Recipient in writing. If the agency is able to provide assistance requested, it shall respond in writing and include at least the following information: (1) the name of its Authorized Representative; (2) a description of the assistance which is available to be provided; and (3) how long such assistance will be available.*



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**5. Supervision of Assistance Personnel.** For purposes of this section, Provider's personnel temporarily assigned to assist Recipient shall

be referred to as "Assistance Personnel." Assistance Personnel remain employees of and subject to the direct control and supervision of the Provider at all times while such personnel are temporarily assigned to assist Recipient, while on duty with the Recipient, Assistance Personnel shall be subject to the lawful operational commands of superior officers of the Recipient, however, Assistance Personnel shall for personnel and administrative purposes remain under the control of the Provider including for purposes of compensation. Whenever deemed necessary or appropriate, Provider may designate one or more members of such Assistance Personnel to act in a supervisory capacity over remaining Assistance Personnel for the time such personnel are assigned to assist Recipient. Those supervisors will be responsible for coordinating efforts with Recipient, directing and monitoring the activities of the Assistance Personnel in support of Recipient, maintaining all paperwork in connection with the provision of assistance to Recipient, and performing such other supervisory functions as may be necessary or appropriate. Recipient agrees to provide Assistance Personnel with whatever credentials and/or access may be necessary in order for Assistance Personnel to carry out the purposes of this Agreement.

**6. Recall of Assistance by Provider.** Provider may recall any assistance being provided to Recipient by Provider under this Agreement when necessary in order for Provider to meet its obligations to its own citizens. Where possible, a Provider intending to recall assistance will provide Recipient with twenty-four (24) hours' notice; otherwise, Provider shall give as much notice of recall as possible.

**7. Authority of Assistance Personnel.** Pursuant to N.C.G.S § 160A-288, whenever Assistance Personnel are rendering assistance pursuant to this Agreement, such Assistance Personnel shall have the same jurisdiction, powers, rights, privileges and immunities (including those



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relating to the defense of civil actions and payment of judgments) as the officers of Recipients, all in addition to those he/she normally possesses.

**8. Workers' Compensation.** Assistance Personnel shall be entitled to Workers' Compensation and the same benefits when acting pursuant to this agreement to the same extent as though he or she were functioning within the normal scope of his or her duties. The parties agree that each County shall be responsible for payment to its own respective employees of benefits under the North Carolina Workers' Compensation Act, Chapter 97 of the North Carolina General Statutes, due to personal injury or death occurring during the period of time such employees are engaged in the rendering of assistance under this Agreement.

**9. Immunity.** All activities performed under this Agreement are hereby declared to be governmental functions which are covered by governmental immunity. While acting in compliance with, or while reasonably attempting to comply with this Agreement, the parties shall not be liable for the death or injury of any person nor damage to property occurring as a result of such actions.

**10. Hold Harmless.** Each party agrees to protect, defend, indemnify and hold the other party and its officers, elected officials, employees, representatives and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees and other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of the indemnifying party's negligent acts, errors and/or omissions; **except** to the extent that such acts, error and/or omissions were the direct result of complying with operational commands given by Recipient Agency at Assistance Personnel. Each party further agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and agrees to bear all other cost and expenses related thereto, unless held harmless as provided above. To the extent that immunity does not apply, each party shall bear the risk of its own



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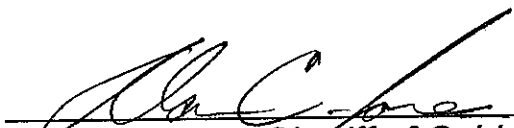
actions, except as directed by the other party, and shall determine for itself which kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep and save harmless the other party to the Agreement.

**11. Terms of Agreement.** The initial term of this Agreement shall be one year from its full execution. This Agreement will automatically renew for additional one-year terms thereafter unless notice of intent not to renew is provided to the other party in writing at least thirty days prior to the expiration of the then-current term.

**12. Rules, Policies, Etc.** This Mutual Assistance Agreement shall constitute the rules, policies, guidelines, conditions and restrictions officially adopted by the governing body of each County which is a party hereto.

**13. Miscellaneous.** This Agreement is the entire agreement between the parties as to the subject matter herein, and may only be amended by a writing signed by both parties. This Agreement shall be governed by and constructed according to the laws of the State of North Carolina, without regard to its choice of law principles.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date below written.

  
Alan C. Jones, Sheriff of Caldwell County

2-22-2017  
Date

  
Tammy Hooper, Chief of Police

2-28-2017  
Date



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**Chief Tammy Hooper  
Asheville Police Department  
100 Court Plaza  
Asheville, NC 28801**

**Chief Hooper:**

**Enclosed please find new Mutual Assistance Agreements for your agency. Please note that item #11, Terms of Agreement, states that this agreement will automatically renew for additional terms unless notice of intent not to renew is provided. Please sign both copies, keep one for your records and return the second one to us for our records. If you have any questions or need any assistance please call our office and we will be glad to assist in any way possible.**

**Sincerely,**

A handwritten signature in black ink, appearing to read "Alan C. Jones", written over a horizontal line.

**Sheriff Alan C. Jones**

**enclosure  
/hlw**