

North Carolina

Law Enforcement

City of Asheville

Mutual Assistance  
Agreement

### AGREEMENT

The AGREEMENT, made and entered into this 7th., day of July, 2011, by and between Interim Chief Wade K. Wood, the head of the Asheville Police Department, Asheville, North Carolina and Public Safety Chief, C. Jeff Augram, the head of the Asheville Regional Airport, Asheville, North Carolina.

### WITNESSETH

Pursuant to Section 160A-288 of the General Statutes of North Carolina, entitled "Cooperation Between Law Enforcement Agencies," the undersigned do hereby agree to provide temporary assistance to each other in enforcing the laws of the State of North Carolina when requested in writing to do so, and upon approval by the Chief of Police of Asheville, North Carolina, and the Chief of Sheriff of the undersigned agency,

Both parties acknowledge mutual benefit in the form of enhanced law enforcement capabilities and efficiency within the jurisdictions of both agencies which insures to the benefit of both, each signature affixed below in reliance upon the other.

In addition to the provisions of Section 160A-228 of the North Carolina General Statutes, the undersigned agree to the following terms and conditions:

#### **Legal Status of Agencies and Agency Personnel**

For personnel and administrative purposes, the temporarily assigned officer shall remain under the control of the Lending Agency and shall be entitled to Workman's Compensation and other benefits to which they would be entitled were they functioning within the normal course and scope of their duties with the Lending Agency.

Any disciplinary actions arising out of the temporary work assignments of any loaned officer will remain the responsibility of the Lending Agency. At any time the officer in charge of the division to which any temporarily assigned officer is assigned, may relieve such officer of their 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 Lending Agency.

In addition, the Requesting Agency agrees to hold harmless the Lending 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 Lending Agency agrees to hold the Requesting Agency harmless of any damage to property of the Lending 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.

All Asheville police officers temporarily assigned pursuant to this agreement shall remain subject to the rules, regulations and disciplinary procedures of the Asheville Police Department and City of Asheville.

#### **Legal Authority to Act Within the Receiver Agency's Jurisdiction**

While on duty with the Requesting Agency, the temporarily assigned officer shall have the same jurisdiction, powers, rights, privileges, benefits, and immunities as the officers of the Requesting Agency, in addition to those which they normally possess.

#### **Procedures for Requesting Mutual Aid**

Such request shall be made in writing. Provided further, that where a request is made on an emergency basis, the execution of this agreement shall be deemed the required written request, and the Requesting Agency shall furnish the specific request in writing as soon as practicable.

#### **Persons Authorized to Request Mutual Aid**

Such requests will be executed by the Chief or Sheriff of the Requesting Agency or, in their absence, by such other person as has been designated to make or grant such requests.

#### **Length of Assignment**

Asheville police officers shall be assigned to the Requesting Agency in a number and for a time period specified by the Chief of Police of Asheville.

The Chief of Police reserves the right to recall any officer(s) from temporary assignment with the Requesting Agency at any time with five (5) days notice.

### **Persons to Whom Outside Personnel are to Report**

While on duty with the Requesting Agency, a temporarily assigned officer shall be subject to the lawful operational commands of the officer in charge of the division to which they are temporarily assigned, and shall operate under their direction / supervision. The temporarily assigned officer shall obey all lawful and proper orders and diligently perform assigned duties, and shall work during assigned hours.

The officer in charge of the division to which the Lending Agency's officer is temporarily assigned shall provide a weekly report to the officer in charge of the Lending Agency to which the temporarily assigned officer is permanently assigned. Such report shall contain a daily breakdown of the number of hours worked and the assignments performed by the temporarily assigned officer.

### **Radio Communications with Outside Personnel**

Operational communications between personnel from the Lending Agency and the Requesting Agency will be accomplished with a common or shared radio frequency. Should the Lending Agency personnel not have the capability to communicate with the Requesting Agency personnel on a common or shared frequency, then the Requesting Agency will either provide compatible radio equipment or pair personnel from the Lending Agency with personnel from the Requesting Agency who have the capability to communicate on a common or shared radio frequency.

### **Equipment and Supplies**

As provided by G.S. 160A-228, either agency may request of the other the temporary lending of personnel, equipment and supplies.

Supplies and equipment may be loaned to the Requesting Agency as determined by the Chief of Police of Asheville. All supplies and equipment so loaned must be returned within thirty (30) days from the termination of this agreement. Any supplies or equipment depleted through use or damage must be replaced within one hundred eighty (180) days from the termination of this agreement. Extensions of these time limitations may be granted by the Chief of Police.

### **Expenditure Compensation for the Provider Agency**

The Requesting Agency shall furnish the temporarily assigned officer with the money, equipment and personnel reasonably necessary to perform their duties; however, the temporarily assigned officer shall report for work with the equipment issued to them by their employer.

All reasonable expenses incurred by the temporarily assigned officer, including the costs of travel, food and lodging, shall be assumed by the Requesting Agency. The Requesting Agency also shall assume the costs of any travel required of the temporarily assigned officer in connection with or arising out of the officer's temporary assignment to the Requesting Agency, including, but not limited to, travel to court appearances.

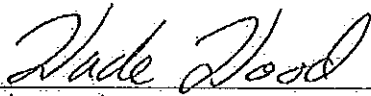
#### **Asset Forfeiture**

In the event that any assets are forfeited as a result of assistance provided by this agreement, the Requesting Agency and Lending Agencies agree to a reasonable and proportional sharing of the proceeds.

#### **Review and Revision**

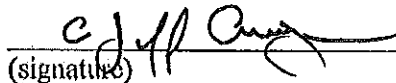
This agreement will remain in effect unless notice of intent to terminate is provided to the other party in writing at least thirty days prior to the intended termination date. All requests for revisions to the contract must be made in writing and submitted to the other party for review. No revisions, amendments or modifications of this Agreement, or any part thereof shall be valid unless made in writing and agreed upon by both parties, as evidenced by their respective signatures.

This agreement entered into, on the 7<sup>th</sup> day of July, 2011.



(signature)

Wade K. Wood  
Interim Chief of Police  
Asheville Police Department



(signature)

C. Jeff Augram  
Public Safety Chief  
Asheville Regional Airport