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RESOLUTION ADOPTING A POLICY FOR MUTUAL ASSISTANCE WITH
OTHER LAW ENFORCEMENT AGENCIES

WHEREAS, pursuant to North Carolina General Statutes 160A-288, the governing body of a county may adopt appropriate guidelines for the purpose of mutual assistance with other municipal and county law enforcement agencies; and

WHEREAS, pursuant to said laws, the law enforcement assistance to be rendered authorizes lending officers to work temporarily with officers of the requesting agencies, including in an undercover capacity, and lending equipment and supplies; and

WHEREAS, it is deemed to be in the best interests of the citizens of Haywood County to adopt reasonable policy and guidelines whereby reciprocal law enforcement assistance can be both rendered and obtained from other governmental jurisdictions; and

WHEREAS, such reciprocal assistance is necessary for effective law enforcement for the protection of the citizens of Haywood County;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS:

1. The Sheriff is hereby authorized to enter into mutual assistance arrangements with other municipal and county law enforcement agencies with such reasonable arrangements, terms and conditions as may be agreed upon between the respective heads of the law enforcement agencies, provided that the head of the requesting law enforcement agency makes such a request in writing.
2. The Sheriff is hereby authorized to permit officers of the Haywood County Sheriff's Office to work temporarily with officers of the requesting agencies as deemed advisable.
3. All such requests and authorizations shall be in accordance with North Carolina General Statute 160A-288, as applicable.
4. While working with a requesting agency, an officer shall have the same jurisdiction, power, rights, privileges and immunities (including those relating to the defense of civil actions and payment of judgments) as the officers of the requesting agency in addition to those the officer normally possesses.
5. While on duty with the requesting agency, an officer shall be subject to the lawful operational commands of the superior officers within the requesting agency. The officer, shall for personnel and administrative purposes, remain under control of the officer's own agency, including for the 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.

MUTUAL ASSISTANCE AGREEMENT

Under the provisions of North Carolina General Statutes, §160A-288, the participating agencies as evidenced by their signatures do hereby enter into this Mutual Aid Agreement and do hereby request of and from each other and agree to provide to each other, when and where feasible to do so, temporary assistance in enforcing the laws of North Carolina pursuant to, North Carolina General Statutes §160A-288 et seq. Further, the undersigned participating agencies agree this Mutual Aid Agreement may be amended from time to time to add agencies to this agreement.

The participating agencies acknowledge this agreement mutually benefits each participating agency in the form of enhanced law enforcement capabilities and efficiencies with the jurisdiction of the agency.

CONDITIONS

The participating agencies agree to the following terms and conditions as it relates to this agreement:

I. REQUESTS FOR ASSISTANCE:

- A. By signing this agreement, the signatories do hereby make a request in writing for mutual assistance from other signatories to this agreement. Such assistance may include but is not limited to the loan of officers (for undercover operations), equipment, supplies, response teams, negotiators, and other personnel and materials needed to support the requested assistance.
- B. When temporary assistance is needed pursuant to this agreement, the head of the requesting agency shall notify the head of the assisting agency of the need for such assistance, in writing, whenever feasible. In the event, a request is not feasible to do so, this agreement shall act as the writing to satisfy this requirement. An electronic transmission containing a request also shall constitute writing under this agreement. Where a written request is not feasible as the result of an emergency, a written request will be made as soon as practical as a confirmation of the verbal request. Emergency situations shall provide for requests to be made by telephone, radio or other oral means of communication.

II. DUTIES OF REQUESTING AGENCY:

- A. While operating with the requesting agency pursuant to this agreement, a law enforcement officer of an assisting agency shall be subject to the lawful operational command of the officer supervising the division or unit to which he or she has been assigned to provide assistance, and shall


and course of the temporarily assigned officer's duties or in the course and scope of the use of the loaned equipment not accompanied by a temporarily assigned officer. The provisions of this paragraph regarding indemnity shall not apply to any participating agency, whose officers are employees of the sovereign State of North Carolina and covered by the North Carolina Tort Claims Act.

- C. 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 provisions of this paragraph regarding indemnity shall not apply to any participating agency, whose officers are employees of the sovereign State of North Carolina and covered by the North Carolina Tort Claims Act.
- D. This agreement shall not be construed or interpreted so as to act as a bar or prohibition to any other rights or claims, either by direct action or subrogation which either agency shall have against any other party.
- E. The parties to this agreement further covenant and agree the value of any assets recovered, ordered seized and forfeited shall be divided equally among the parties to this agreement.
- F. The parties to this agreement further covenant and agree that any requests for assistance shall be to enforce the laws of North Carolina and/or the United States of America and shall be made pursuant to this agreement and are deemed to have been made in good faith.

V. AUTHORITY OF ASSIGNED OFFICERS:

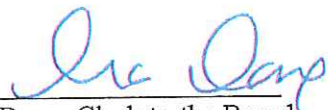
During the period that this agreement is in force and effect and the signatories to this agreement have not withdrawn, law enforcement officer(s) temporarily assigned to the requesting agency from the assisting agency shall have the same jurisdiction, power, rights, authority, benefits and immunities of the regular officers within their jurisdiction in enforcing the law of North Carolina and/or the United States, in addition to those possessed by the assisting officer in his or her regular employment. Such authority shall apply only to those situations, incidents, and matters which are the subject of this agreement and the officer is acting within the course and scope of his or her duties pursuant to this agreement. Nothing in this agreement shall be construed or interpreted as to limit or reduce any participating agency's jurisdiction or the officer's statutory or common law authority conferred by the statutes of the State of North Carolina. Further, nothing in this agreement shall be interpreted or construed so as to limit, waive or reduce any immunities, defenses, or sovereignty of a participating agency and its municipality, town or village or to waive, reduce or limit the immunities, defenses or privileges of the officers participating pursuant to and under the terms and conditions of this agreement.

Adopted this the 6th day of June, 2016.



Mark Swanger, Chairman
Haywood County Board of Commissioners

ATTEST:



Ira Dove, Clerk to the Board
Haywood County

So Agreed.

FOR THE OFFICE OF THE SHERIFF OF HAYWOOD COUNTY

Greg Christopher

SHERIFF

North Carolina
County of Haywood

I, Janice Corn, a North Public of said county and state, do hereby certify that
Sheriff Greg Christopher personally appeared before me this day and
acknowledged the due execution of the foregoing MUTUAL ASSISTANCE AGREEMENT.

Witness my hand and seal, this the 29th day of June, 2016.

Notary Public:

My Commission Expires:

Seal

So Agreed.

FOR THE OFFICE OF ASHEVILLE POLICE DEPARTMENT OF BUNCOMBE COUNTY

NORTH CAROLINA.

CHIEF OF POLICE

North Carolina
County of Haywood

I, Janet B. Lampkin, a North Public of said county and state, do hereby certify that
Chief Tammy Hooper personally appeared before me this day and
acknowledged the due execution of the foregoing MUTUAL ASSISTANCE AGREEMENT.

Witness my hand and seal, this the 7th day of July, 2016.

Janet B. Lampkin

Notary Public: Janet B. Lampkin

My Commission Expires: 2/23/2019

Seal

