

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

INTERGOVERNMENTAL MUTUAL AID AGREEMENT

This agreement, made and entered into this 11th. day of December, 2009, by and between the City of Asheville Police Department and 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 G. S. 160A-288 to provide law enforcement mutual aid.

NOW, THEREFORE, THE PARTIES HERETO DO AGREE AS FOLLOWS:

1. Execution of this agreement by each undersigned Chief of Police or Sheriff constitutes and is deemed to be a request for assistance and an agreement to lend assistance by each participating agency (as manpower and equipment permit).
2. When temporary assistance is needed, the Requesting Agency shall notify the Assisting Agency of the need for such assistance and the assistance shall be provided if it is 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. Notification by Police Information Network computer shall be deemed written notification.
3. This Agreement supersedes any prior mutual aid agreement entered into by any of the parties hereto.
4. Nothing contained herein shall be construed as limiting or reducing any law enforcement agency or officers common law or statutory authority, including but not limited to, the common law power of posse comitatus or the statutory authority conferred by North Carolina General Statute section 15A-405.
5. In the event a participating law enforcement agency should desire to withdraw from this Agreement, the department head of said agency shall notify the department of all other participating law enforcement agencies setting forth the effective date of such withdrawal. This Agreement shall remain in full force and effect between the participating law enforcement agencies charge of the division of the Assisting Agency to which the temporarily assigned officer is permanently assigned. Such report shall contain a daily break down of the number of hours worked and the assignments performed by the temporarily assigned officer.
6. The borrowing agency shall furnish the temporarily assigned officer with the money, equipment, and personnel reasonably necessary to perform his assigned duties; however, the temporarily assigned officer shall report for work with the equipment issued to him by his employer. 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 Workman's Compensation and other benefits to which he would be entitled were he 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, 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.

10. In addition, 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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first above written.

BY:

William A. Hogan
Chief William A. Hogan

AGENCY:

Asheville Police Department

DATE:

3/10/10

BY:

Sherriff James E. Harwood
Sheriff James E. (Buddy) Harwood

AGENCY:

Madison County Sheriffs Department

DATE:

12/14/2009