

MUTUAL ASSISTANCE AGREEMENT Black Mountain Police Department

Pursuant to North Carolina General Statutes §160A-288 the undersigned do hereby request of one another, and agree to provide to one another, when feasible to do so, (as manpower and equipment permit), temporary assistance in enforcing the laws of North Carolina and other matters. This MUTUAL ASSISTANCE AGREEMENT shall serve as the request, in writing for such assistance. The assistance may consist of, but not limited to, the loaning of officers (including in an undercover capacity) and equipment and supplies.

This agreement, made and entered into this 20 day of June, 2018 by and between the **Black Mountain Police Department** and the Montreat Police Department shall commence on July 1, 2018 and will be in effect while both designated officials of each agency remain in office. **This agreement may be updated on an annual basis if needed.**

1. 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 judgments) as the officers of the requesting agency in addition to those the loaned officer normally possesses.

2. While on duty with the requesting agency, an officer shall be subject to the lawful operational commands of his superior officers in the requesting agency, but the loaned officer shall for personnel and administrative purposes, remain under the control of his 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.

3. When temporary assistance is needed pursuant to this MUTUAL ASSISTANCE 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 through the Black Mountain Communications Center.

4. Any disciplinary actions arising out of the temporary work assignment of any loaned officer will remain the responsibility of the officer's own agency.

5. 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 assignment, 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.

6. 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 or in the course and scope of the use of loaned equipment not accompanied by 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.

7. This agreement shall remain in effect while both designated officials of each agency remain in office. This agreement may be updated on an annual basis if needed.

8. This agreement does not reduce the jurisdiction or authority of State law enforcement officers.

9. The undersigned enter into this agreement pursuant to duly adopted resolutions of their respective governing body, as authorized by North Carolina General Statutes §160A-288.

NORTH CAROLINA
COUNTY OF Buncombe

I, Angela Reece, a Notary Public of said county and state do hereby certify that, C. Shawn Freeman, personally appeared before me this day and acknowledges the due execution of the foregoing MUTUAL ASSISTANCE AGREEMENT.

SO AGREED.

This the 20 day of June, 2018.

C.S. Freeman
Chief Shawn Freeman, Black Mountain Police Department



Witness my hand and notarial seal, this 20 day of June, 2018

Angela Reece My Commission Expires: July 28, 2020
Notary Public Angela Reece

NORTH CAROLINA
COUNTY OF Buncombe

I, John Alexander Carmichael, a Notary Public of said county and state do hereby certify that, David P. Arment, personally appeared before me this day and acknowledges the due execution of the foregoing MUTUAL ASSISTANCE AGREEMENT.

SO AGREED.

This the 21 day of June, 2018.

John Alexander Carmichael Town of Montreat Police Department
(Signature of Agency Head and Print Department)



Witness my hand and notarial seal, this 21 day of June, 2018

John Alexander Carmichael My Commission Expires: 8/7/2018
Notary Public