

# Western Carolina Gang Task Force



STATE OF NORTH CAROLINA

BUNCOMBE COUNTY

## MEMORANDUM OF UNDERSTANDING MUTUAL AID AGREEMENT FOR GANG RELATED INVESTIGATIONS

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this \_\_\_\_\_ day of February, 2009, by and between Sheriff Van Duncan, the Sheriff of the Buncombe County Sheriff's Office (hereinafter "BCSO"), Sheriff Rick Davis, the Sheriff of the Henderson County Sheriff's Office (hereinafter "HCSO") and Chief William Hogan, the Chief of Police of the Asheville Police Department, Asheville, North Carolina (hereinafter "APD");

WHEREAS, all parties acknowledge and recognize the mutual benefit in the form of enhanced law enforcement capabilities and efficiency from cooperation within the jurisdictions of all agencies, which inures to the benefit for all; and

WHEREAS, all parties specifically recognize the need to assure a cooperative effort in the fight against gang related activities within the City of Asheville, the County of Buncombe and the County of Henderson; and

WHEREAS, all parties have therefore mutually agreed to create the Western Carolina Gang Task Force (hereinafter "WCGTF"), with members from all law enforcement agencies, to jointly combat the rise of gang related activity within the City of Asheville, the County of Buncombe and the County of Henderson; and

WHEREAS, all parties recognize that enabling the APD's members of WCGTF to have full law enforcement authority concerning gang related activities within the County of Buncombe and the County of Henderson but outside the APD's otherwise territorial jurisdiction within the City of Asheville; and

WHEREAS, all parties recognize that enabling the BCSO's members of WCGTF to have full law enforcement authority concerning gang related activities within the County of Henderson but outside the BCSO's otherwise territorial jurisdiction within the County of Buncombe; and

WHEREAS, all parties recognize that enabling the HCSO's members of WCGTF to have full law enforcement authority concerning gang related activities within the County of Buncombe and City of Asheville but outside the HCSO's otherwise territorial jurisdiction of the County of Henderson; and

WHEREAS, all parties recognized that gang related investigation will cross the territorial jurisdiction of each agency and that each agency shall request the mutual aid of the other agencies to assist in multi-jurisdiction gang related investigations.

WHEREAS, all parties desire to fully cooperate in an effort to reduce gang related activities in all the jurisdictions;

NOW, THEREFORE, both parties agree as follows:

1. THAT the APD members of the WCGTF shall have the authority on their own initiative to enter the Counties of Buncombe and Henderson as it deems necessary to patrol, work undercover, investigate, seek criminal intelligence and make arrests for gang related activity either occurring, being planned or otherwise related to the mandates of the WCGTF and to do so with full law enforcement powers as authorized by the BCSO and HCSO; and

2. THAT the BCSO members of the WCGTF shall have the authority on their own initiative to enter the County of Henderson as it deems necessary to patrol, work undercover, investigate, seek criminal intelligence and make arrests for gang related activity either occurring, being planned or otherwise related to the mandates of the WCGTF and to do so with full law enforcement powers as authorized by the HCSO; and

3. THAT the HCSO members of the WCGTF shall have the authority on their own initiative to enter the County of Buncombe and the City of Asheville as it deems necessary to patrol, work undercover, investigate, seek criminal intelligence and make arrests for gang related activity either occurring, being planned or otherwise related to the mandates of the WCGTF and to do so with full law enforcement powers as authorized by the BCSO and APD; and

4. THAT during the entry of APD members of the WCGTF into the Counties of Buncombe and Henderson the for gang related activity that it notify the BCSO and/or HCSO of its location and purpose only if the unit makes a traffic stop, investigative detention or an arrest in order that the BSCO and/or HCSO be aware that such activity is that of the WCGTF and not some other entity; and

5. THAT during the entry of BCSO members of the WCGTF into the County of Henderson and/or City of Asheville for gang related activity that it notify the HCSO and/or APD of its location and purpose only if the unit makes a traffic stop, investigative detention or an arrest in order that the HSCO and/or APD be aware that such activity is that of the WCGTF and not some other entity; and

6. THAT during the entry of HCSO members of the WCGTF into the County of Buncombe and/or the City of Asheville for gang related activity that it notify the BCSO and/or APD of its location and purpose only if the unit makes a traffic stop, investigative detention or an arrest in order that the BSCO and/or APD be aware that such activity is that of the WCGTF and not some other entity; and

7. THAT said notification to the respective agency occur at a time considered appropriate to the situation facing members of the WCGTF; and

8. THAT only if the members of the WCGTF determine it necessary in their opinion will those members be obligated to request assistance from BCSO, HSCO and/or APD though the respective agency will provide assistance to members of the WCGTF upon any request;

9. THAT only the following officers of the APD who are members of the WCGTF shall have the authority to enter Buncombe County and Henderson County with full law enforcement powers for gang related activity within the mandates, guidelines and subject matter of the WCGTF under this MEMORANDUM:

- A.
- B.

10. THAT only the following officers of the BCSO who are members of the WCGTF shall have the authority to enter Henderson County with full law enforcement powers for gang related activity within the mandates, guidelines and subject matter of the WCGTF under this MEMORANDUM:

- A.

11. THAT only the following officers of the HCSO who are members of the WCGTF shall have the authority to enter Buncombe County and the City of Asheville with full law enforcement powers for gang related activity within the

mandates, guidelines and subject matter of the WCGTF under this MEMORANDUM:

- A.
- B.

12. ALL parties agree that, while members of the WCGTF, the above listed members shall have the same jurisdiction, power, rights, privileges, and immunities as the BCSO deputies, HCSO deputies, and APD officers, in addition to those powers the members would normally possess, but only where gang related activity is involved within the mandates, guidelines and subject matter of the WCGTF; and

13. In the event that any assets are forfeited as a result of the activities involving members of WCGTF acting within said jurisdiction as provided by this MEMORANDUM, all parties to this Memorandum agree to that each party shall receive an equal 1/3 distribution of the seizure amount; and

14. All parties agree that while APD, BCSO or HCSO members of WCGTF are acting within the County of Buncombe, County of Henderson or City of Asheville on gang related activities that those officers or deputies will be under the control of the current named supervisor of WCGTF (whether a APD officer, a BCSO deputy or a HCSO deputy) for official law enforcement acts, but shall otherwise be under the control of their own agency for personnel and administrative issues; and

15. Each party reserves the right to recall or remove any or all of its members of the WCGTF at any time with notice to the other party; and

16. Each party is responsible for providing the necessary equipment, vehicles and other tools necessary for its officers/deputies' participation in the WCGTF.

17. All parties further agree that while their respective members are acting within the mandates of the WCGTF that each party's officers or deputies shall be subject to the rules, regulations and disciplinary procedures of their respective agencies; and

18. All parties specifically covenant and agree to assume all liability for any act committed by their respective employees within the course and scope of this MEMORANDUM, and further to hold harmless and indemnify the other party for any and all costs of litigation, including damages, awards, penalties, payment of attorney's fees, or other costs incurred by the other party arising out of any facts that occur or arise pursuant to this MEMORANDUM; and

19. All parties agree that this MEMORANDUM contains the entire agreement between the parties as it relates to the WCGTF, and that the terms of this agreement are contractual and not a mere recital.

20. The head of each parties of this Memorandum hereby officially requests the mutual aid of the other parties to assist with gang investigations for the duration of this Memorandum within the requesting agency's jurisdiction as set forth in N.C.G.S. § 153A-212 and § 160A-288.

21. This MEMORANDUM shall expire upon the one year from the date of this Memorandum or the disbanding of the WCGTF.

CITY OF ASHEVILLE  
POLICE DEPARTMENT

BUNCOMBE COUNTY  
SHERIFF'S OFFICE

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William Hogan  
Chief of Police  
Police Department

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Van Duncan  
Sheriff  
Sheriff's Office

HENDERSON COUNTY  
SHERIFF'S OFFICE

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Rick Davis  
Sheriff  
Sheriff's Office