

STATE OF NORTH CAROLINA

BUNCOMBE COUNTY

MEMORANDUM OF TRANSPORTATION AGREEMENT

THIS MEMORANDUM OF TRANSPORTATION AGREEMENT (“Transportation Agreement”) is made and entered as of January 1, 2019 (“Effective Date”), among the law enforcement agencies listed below and the Buncombe County Sheriff’s Office (“Sheriff’s Office”) (collectively, “the Parties”, individually “Party”).

WHEREAS, N.C.G.S. §122C-251, Custody, and Transportation for Involuntary Commitments, was amended and is effective October 1, 2019; and

WHEREAS, N.C.G.S. §122-251 (g) requires the governing body of a city or county adopt a plan known as an “involuntary commitment transportation agreement” or “transportation agreement” for the custody and transportation of respondents in involuntary commitment proceedings; and

WHEREAS once adopted, the Transportation Agreement must be submitted to the Magistrates in Buncombe County; the Buncombe County Clerk of Court; the Division of Mental Health Development Disabilities, and Substance Abuses Services; and the Local Management Entity-Managed Care Organization (“LME/MCO”) that serves Buncombe County municipalities.

NOW, THEREFORE, for and in consideration of mutual promises to each other as hereinafter set forth, the Parties mutually agree as follows;

1. After a Buncombe County Magistrate issues, an involuntary commitment order (“IVC Order”) and the Magistrate contacts the local law enforcement agency in the jurisdiction where the respondent resides or is physically located, an officer or deputy with the jurisdiction shall retrieve the IVC Order from the Magistrate.

a. If the respondent is a resident of the municipality or is physically taken into custody in the municipal limits, the municipality is responsible for transportation of the respondent including admission and discharge.

b. If the respondent is a resident of the county outside any municipal limit or is physically taken into custody outside municipal limits, the county is responsible for transportation of the respondent including admission and discharge.

2. The officer or deputy shall attempt to locate the respondent at the address provided on the IVC Order or where the magistrate believes the subject is physically located.

3. Upon location, the officer or deputy shall take the respondent into custody and transport the respondent to the Behavioral Health Urgent Care facility at 356 Biltmore Avenue, Mission Hospital located at 509 Biltmore Avenue or other approved facility. After the facility has completed its examination of the respondent, and if further care is required, the facility will locate a facility for the respondent's future care.

4. The Sheriff's Office shall respond to the facility for respondent's transport to any facility in North Carolina, identified by the initial facility (who conducted the initial evaluation), for the respondent's future care. In the event, the respondent is located at 356 Biltmore Avenue or 509 Biltmore Avenue and has been committed to a 24-hour facility located inside Buncombe County, an officer or deputy with the agency that took the respondent into custody shall transport the respondent to the facility.

5. Upon completion of the initial evaluation, if the facility determines respondent does not require further treatment, an officer or deputy with the agency that took the respondent into custody shall return the respondent to the address in the IVC Order or allow for other transportation arrangements of the respondent be made.

6. Each party to this Transportation Agreement agrees it is responsible for its own acts and/or omissions and those of its officials, employees, representative and agents in carrying out the terms of this Transportation Agreement and the results thereof to the extent authorization by law and shall not be responsible for the acts and/or omissions of any other Party and the results thereof.

7. It is understood and agreed that each Party's liability may be limited by the provisions or other immunity law applicable to each law enforcement agency. Parties understand and agree that each Party has not waived its rights, immunities, and protections provided by law. Nothing contained in this Transportation Agreement shall waive or amend, nor shall be construed to waive or amend any defense or immunity that either Party, their respective officials, and employees, have or may have.

8. This Transportation agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind among the Parties. Moreover, the rights and the obligations of the Parties under this Transportation Agreement will be only those expressly outlined in this Transportation Agreement.

9. This Agreement may be amended by a written agreement of the Parties.

10. Each term, condition, or covenant herein is subject to and shall be construed in accordance with the North Carolina law and any applicable federal law.

11. This Agreement may be executed in two (2) or more counterparts each of which will be deemed to be an original.

IN WITNESS WHEREOF, the law enforcement agencies and the Sheriff's Office, acting under the authority of their respective governing bodies, have caused this Memorandum of Transportation Agreement to be duly executed as set forth below.

Buncombe County Sheriff's Office

By: _____

Name: Quentin Miller

Title: Sheriff of Buncombe County

(SEAL)

ATTEST: _____

Name: _____

Title: County Clerk

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

SO AGREED

This the ___ day of _____, 20__.

Agency Name

BY

Agency Head

Title

NORTH CAROLINA
COUNTY OF _____

I, _____
A Notary Public of said county and State, do hereby
certify that

Personally appeared before me this day and
acknowledge the due execution of this foregoing Mutual
Aid Agreement. Witness my hand and notarial seal this
the ___ day of _____, 20__

Notary Public
My commission expires _____

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