

STATE OF NORTH CAROLINA

MCDOWELL COUNTY

**MEMORANDUM OF TRANSPORTATION AGREEMENT**

THIS MEMORANDUM OF TRANSPORTATION AGREEMENT ("Transportation Agreement") is made and entered as of October 1, 2019 ("Effective Date"), among the agencies listed below (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. §122C-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 McDowell County; the McDowell 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 McDowell County and its municipalities.

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

1. After a McDowell 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 respondent into custody and transport respondent to Mission Health McDowell or other approved facility. After the facility has

completed its examination of respondent, and if further care is required, the facility will locate an appropriate facility for respondent's future care.

4. If the responsible law enforcement entity and facility recommend, and the appropriate authorities listed under N.C.G.S. §122C-251 (f) approve, the respondent may be transported to an appropriate facility by a family member or friend. The family member or friend is responsible for the respondent's safe transport and return.
5. Unless rendered unnecessary by Paragraph 4, the responsible local law enforcement entity 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 respondent's future care. The McDowell County Sheriff's Office will coordinate transport of the respondent if the facility is located outside of McDowell County.
6. Upon completion of the initial evaluation, if the facility determines respondent is not in need of further treatment, an officer or deputy with the agency that took respondent into custody shall return respondent to the address in the IVC Order or allow for other transportation arrangements of respondent be made.
7. 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.
8. 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, has or may have.
9. 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 set forth in this Transportation Agreement.
10. This Agreement may be amended by written Agreement of the Parties.
11. 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.
12. This Agreement may be executed in two (2) or more counterparts each of which will be deemed to be an original.

13. This Agreement is subject to periodic review and may be revised at any time upon the agreement of all of the parties.
14. Either municipality of the county may withdraw from this agreement after providing a sixty (60) day notice to the other parties. However, each party acknowledges that each municipality and the county are required by N.C.G.S. §122C-251 to have a transportation in place.

IN WITNESS WHEREOF, the local government agencies have caused this Memorandum of Transportation Agreement to be duly executed as set forth below.

**McDOWELL COUNTY**

By: David N. Walker  
Name: David N. Walker  
Title: Chairman



Attest: Cheryl L. Mitchell  
Name: Cheryl L. Mitchell  
Title: Clerk to the Board

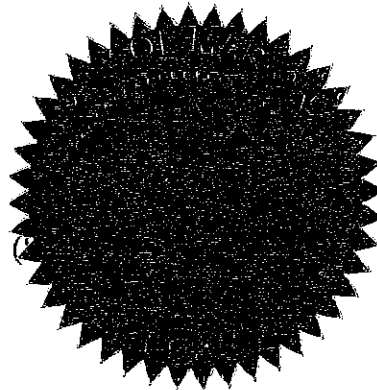
**McDOWELL COUNTY SHERIFF'S OFFICE**

By: Ricky Buchanan  
Name: Ricky Buchanan  
Title: Sheriff

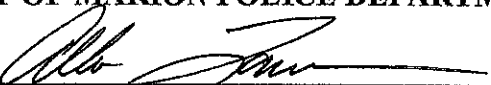
**CITY OF MARION**

By: Stephen Little  
Name: Stephen Little  
Title: Mayor

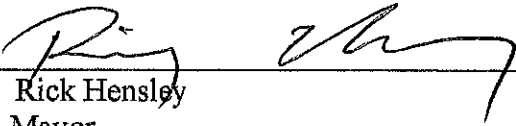
Attest: J. Robert Boyette  
Name: J. Robert Boyette  
Title: City Manager/Clerk



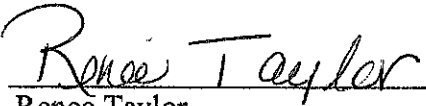
**CITY OF MARION POLICE DEPARTMENT**

By:   
Name: Allen Lawrence  
Title: Chief

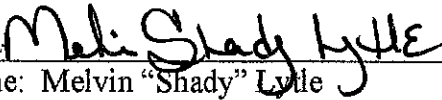
**TOWN OF OLD FORT**

By:   
Name: Rick Hensley  
Title: Mayor

(SEAL)

Attest:   
Name: Renee Taylor  
Title: Town Clerk

**TOWN OF OLD FORT POLICE**

By:   
Name: Melvin "Shady" Lytle  
Title: Chief