

**STATE OF NORTH CAROLINA
BUNCOMBE COUNTY**

LAW ENFORCEMENT JURISDICTIONAL JOINT AGREEMENT

WHEREAS, pursuant to N.C. Gen. Stat. § 115D-21.1(a), the Board of Trustees of an institution of any community college in North Carolina that has a law enforcement agency established pursuant to N.C. Gen. Stat. § 115-21.1(b) may enter into a joint agreement with the governing board of a municipality where the college is located in order to expand the community college's law enforcement jurisdiction;

WHEREAS, the Trustees of Asheville-Buncombe Technical Community College ("AB Tech") has a law enforcement agency that meets all the requirements of Chapter 17C of the North Carolina General Statutes and is established pursuant to N.C. Gen. Stat. § 115-21.1;

WHEREAS, pursuant to N.C. Gen. Stat. § 153A-445, 160A-461 and 160A-288, the City of Asheville ("City") and Buncombe County ("County") may enter into contracts or agreements with other local governments in order to execute an undertaking;

WHEREAS, AB Tech, City and County wish to enter into a joint agreement allowing the AB-Tech Police Department ("AB-Tech PD") limited jurisdiction within the City of Asheville and on Buncombe County property.

NOW, THEREFORE, this joint agreement is entered into between the AB Tech, City and County and each party agrees to the following:

1. Agents of the AB-Tech PD, must be certified pursuant to the standards set forth by the North Carolina Criminal Justice Education and Training Standards Commission as stated in Chapter 17C of the North Carolina General Statutes;

2. The AB-Tech PD shall have limited jurisdiction in the City on County owned property at: (1) PIN# 9648-33-7732 and is the property more particularly described in deed recorded in Book 4996, Page 1764 Buncombe County Registry; and (2) all property owned by the County that is leased by AB-Tech and is contiguous to AB Tech's property located at PIN# 9648-21-0661, more particularly described in deed recorded in Book 1216, Page 35 Buncombe County Registry (collectively "Property"), to perform law enforcement activities and have the powers of arrest as stated in N.C.G.S. § 15A-401;

3. There is no assumption of liability on the part of the City or County for actions taken by the AB Tech PD pursuant to the extended jurisdiction provided by this Agreement, nor is there assumption of liability on the part of AB Tech for actions taken by The City or County related to this extension of jurisdiction.

4. Either party may terminate this agreement by giving the other party notice in writing.

5. Any other assistance between the three law enforcement agencies and the Sheriff of Buncombe County shall be handled through the mutual aid agreement between the City, the Sheriff and AB Tech.

6. This Agreement may be executed separately by the Parties and a signed facsimile or scanned copy of this Agreement shall be considered an original.

THIS the ____ day of _____, 2014.

Mayor, City of Asheville

Chairman, Board of Trustees of Asheville
Buncombe Technical Community College

Chairman, Buncombe County Board of
Commissioners

Pursuant to N.C. Gen. Stat. § 115D-21.1(c), I hereby consent to this agreement to extend the law enforcement authority of AB-Tech PD to the Property.

Jack Van Duncan
Sheriff, Buncombe County