

Law Enforcement Assistance Agreement

Pursuant to North Carolina General Statutes 160A-288 and 90-95.2, the Police Chief of the **City of Asheville NC** does hereby request the temporary assistance of the **Asheville Buncombe Technical Community College** Police Department as set forth in G.S. 160A-286. The Chief of Asheville Buncombe Technical Community College Police Department agrees to provide temporary assistance to the Asheville Police Department under the terms and conditions set forth below. This LAW ENFORCEMENT ASSISTANCE AGREEMENT shall serve as the request, in writing, for such assistance.


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 payment of judgments) as the officers of the requesting agency in addition to those he 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 he/she 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/she were functioning within the normal scope of his/her duties.
3. When temporary assistance is needed pursuant to this LAW ENFORCEMENT ASSISTANCE AGREEMENT, the requesting agency shall notify the assisting agency of the need for such assistance.
4. The assisting agency agrees to provide temporary assistance:
 - a. When the request is to assist an officer of the requesting agency already at the location where emergency assistance is needed.
 - b. When the request is to assist an officer of the requesting agency who is responding to a situation where more than one officer is needed to insure the safety/life of the officer involved.
 - c. When the request is to provide a response to any situation involving present or impending bodily injury or death and the assisting agency is the agency most able to respond within the shortest time to the location where assistance is needed.
5. Any disciplinary actions arising out of the temporary work assignment of any loaned officer will remain the responsibility of the officer's own department.
6. 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/her temporary assignment, and furthermore 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.
7. 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. 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. This agreement shall not be construed as a bar to any other rights of claim, either direct or by subrogation, which either agency shall have against any other party.

Law Enforcement Assistance Agreement — Continued

8. Nothing contained herein shall be construed as limiting or reducing any law enforcement agency or officers' common law or statutory authority, including but not limited to the common law power of *posse comitatus* or the statutory authority conferred by N.C. 15A-405.
9. This agreement may be terminated by written notice of either party to the other and shall be automatically terminated by the appointment or election of a different department head for either party.
10. The undersigned enter into this agreement pursuant to duly adopted resolutions and their respective governing body, as authorized by North Carolina General Statutes 160A-288 and 90-95.2.

SO AGREED

THIS THE 28th DAY OF July, 2015.



Tammy Hooper
Chief of Police
Asheville City



Kara K. Walker
Chief of Police
Asheville Buncombe Technical Community College

North Carolina, County of Buncombe

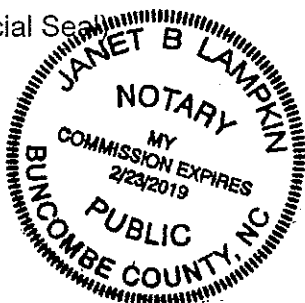
I certify that the following person(s) personally appeared before me this day, and; each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

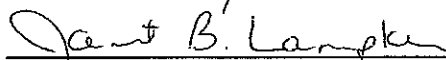
Chief Tammy Hooper

Chief Kara K. Walker

Witness my hand and official seal, this the 28th day of July, 2015.

(Official Seal)





Official Signature of Notary

Janet B. Lampkin, Notary Public
Notary's printed or typed name

My commission expires: 2/23/2019