

NORTH CAROLINA

AGREEMENT

GUILFORD COUNTY  
ALAMANCE COUNTY

THIS AGREEMENT, made and entered into as of this 1<sup>st</sup> day of July 2005, by and between the CITY OF BURLINGTON, a municipal corporation, hereinafter designated as "the City", and the COUNTY OF GUILFORD, a political subdivision of the State of North Carolina, hereinafter designated "GUILFORD";

W I T N E S S E T H :

WHEREAS, effective July 01, 2005, the CITY OF BURLINGTON upon ordinance passed by the Burlington City Council, has annexed a portion of Guilford County wherein TA Operating Corporation, DBA as "Travel Centers of America", owns and operates a business located at 1101 NC Highway 61, Whitsett, North Carolina. This business is commonly referred to as the "TA Truck Stop" and hereafter designated as such, at exit 138 of North Carolina Interstates 85 and 40 and North Carolina Highway 61. TA Truck Stop provides a full service fuel and maintenance center for truckers and motorists to include a Travel Store, Country Pride, POPEYES, Burger King Restaurants and a DAYS INN Motel. A map of said annexed property is attached hereto and incorporated herein as "Exhibit A"; and,

WHEREAS, during the term of this Agreement, the CITY desires to obtain law enforcement services for the TA Truck Stop and related properties now made a part of the City of Burlington, and in accordance with N.C.G.S. Sections 160A-288, 160A-288.2 and 90-95.2, GUILFORD, through its Sheriff, has agreed to provide law enforcement services to the properties shown on Exhibit A upon the following terms and conditions; and,

WHEREAS, both parties agree for this Agreement to be effective as of 12:01 am July 1, 2005 and that this Agreement shall continue until amended by mutual agreement or terminated as provided herein.

NOW, THEREFORE, both parties covenant and agree each with the other as follows:

- (1) SERVICES - During their term of this Agreement, GUILFORD will furnish "first responder" law enforcement services to include answering all law enforcement related calls for service originating from or otherwise involving the said property and will take necessary law enforcement follow up measures.

- (2) TIME PERIOD - This Agreement shall be effective at 12:01 o'clock a.m. on July 1, 2005. It is agreed that this Agreement shall continue indefinitely until amended by mutual agreement or terminated. This Agreement may be terminated by either party upon giving ninety(90)days written notice.
- (3) COMMUNICATIONS - It is understood and agreed that the dispatching of GUILFORD personnel to the area covered by this Agreement, shall be by the Guilford County Emergency Communications Center.
- (4) STANDARD OF SERVICE - Law enforcement response to be provided by GUILFORD under this Agreement shall be commensurate and equal to the GUILFORD standard of service now provided by GUILFORD within the service area of GUILFORD COUNTY.
- (5) LEGAL AUTHORITY - GUILFORD shall have the same jurisdiction, powers and immunities as the CITY, and as GUILFORD has elsewhere within its jurisdiction.
- (6) COMPENSATION - As compensation for such law enforcement service under this contract, the CITY shall pay GUILFORD a non-refundable sum of \$115.00 per call for law enforcement service provided at the property shown on Exhibit A, payment thereof to be made monthly based upon the submission of a report by GUILFORD to the Burlington Police Department, Chief of Police, detailing the calls responded to by GUILFORD, including the nature of each call, date and time of response, GUILFORD unit(s) involved in the response, crime(s) committed, arrests made and other action taken by GUILFORD. This amount may be adjusted upon ninety (90) days notice from the GUILFORD Manager.
- (7) CRIME DATA REPORTING - The Burlington Police Department agrees to permit GUILFORD to report to the North Carolina State Bureau of Investigation the relevant portion of the CITY OF BURLINGTON as the area of jurisdiction for all crimes investigated and arrests made as a result of this agreement.
- (8) AMENDMENTS - This Agreement may be supplemented, amended, or revised only in writing by agreement of both parties.

- (9) INDEPENDENT CONTRACTORS - The parties hereto shall be independent contractors for all purposes.

IN TESTIMONY WHEREOF, the CITY OF BURLINGTON has caused this agreement to be approved by its City Council and GUILFORD COUNTY has caused this agreement to be approved by its Board of Commissioners.

CITY OF BURLINGTON

ATTEST:

\_\_\_\_\_  
Harold Owen, City Manager

\_\_\_\_\_  
Jondeen Terry, City Clerk

APPROVED AS TO CONTENT:

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Michael Gauldin, Police Chief

APPROVED AS TO FORM & LEGALITY:

\_\_\_\_\_  
City Finance Director

\_\_\_\_\_  
City Attorney

GUILFORD COUNTY

ATTEST:

\_\_\_\_\_  
W. David McNeill, Jr.  
Deputy County Manager

\_\_\_\_\_  
Efthemia D. Varitimidis  
Clerk to Board

APPROVED AS TO CONTENT:

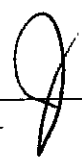
This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

  
\_\_\_\_\_  
Sheriff B.J. Barnes

\_\_\_\_\_  
Guilford County Finance Director

APPROVED AS TO FORM & LEGALITY:

APPROVED AS TO LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
Jonathan V. Maxwell  
County Attorney

\_\_\_\_\_  
Jonathan V. Maxwell  
County Attorney