

**AMENDMENT TO GUILFORD COUNTY
CONTRACT NO. 20879-07/05-035**

STATE OF NORTH CAROLINA

GUILFORD COUNTY / ALAMANCE COUNTY

AMENDED AGREEMENT

THIS AMENDED AGREEMENT was made and entered into as of this 1ST day of June 2022, by and between the CITY OF BURLINGTON, a municipal corporation, (hereinafter designated as "the CITY"); the COUNTY OF GUILFORD, a political subdivision of the State of North Carolina (hereinafter designated "the COUNTY"); the GUILFORD COUNTY SHERIFF'S OFFICE (hereinafter "the GCSO"); and the CITY OF BURLINGTON POLICE DEPARTMENT (hereinafter "the BPD")—hereinafter the foregoing four entities will sometimes be referred to collectively as "the Parties";

WITNESSETH

WHEREAS, effective July 1, 2005, the CITY, upon ordinance passed by the Burlington City Council, 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" (hereinafter 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, maintenance, eatery, and lodging center for truckers and motorists. A map of said annexed property is attached hereto and incorporated herein as "Exhibit 1"; and,

WHEREAS, on July 1, 2005, the CITY and COUNTY entered into a written agreement identified as Guilford County Contract No. 20879-07/05-035 (hereinafter "the Original Agreement"), wherein the CITY agreed to pay the COUNTY a specified amount per call for service in exchange for the GCSO continuing to provide law enforcement services for the TA Truck Stop and related properties. A copy of that Original Agreement, which has remained unchanged and in place continuously for nearly seventeen (17) years since July 1, 2005, is attached hereto (but not incorporated herein) as "Exhibit 2";

WHEREAS, the CITY desires to continue to obtain law enforcement services from the GCSO for the TA Truck Stop and related properties shown on **Exhibit 1**; and in accordance with N.C. Gen. Stat. §§ 153A-212, 160A-288, 160A-288.2 and 90-95.2, the COUNTY and GCSO have agreed to provide law enforcement services to the TA Truck Stop and those related properties upon the following amended terms and conditions:

NOW, THEREFORE, the Parties to this Amended Agreement covenant and agree to the following terms and conditions:

Section I: Services

A. During the term of this Amended Agreement, the GCSO will furnish law enforcement services and the necessary law enforcement follow-up measures for the following categories of crimes and events occurring at the TA Truck Stop and related properties shown on **Exhibit 1**:

1. Trespassing Calls
2. Disturbance/Intoxicated Suspects/Domestic Disputes/Prostitution calls
3. Voluntary commitment
4. Suspicious Vehicles/Persons
5. Misdemeanor Larceny/Shoplifting calls
6. Drug Related Calls
7. Assisting EMS/Checking the welfare type calls

B. During the term of this Amended Agreement, the City of Burlington Police Department (BPD) will furnish law enforcement services and the necessary law enforcement follow up measures for the following categories of crimes and events occurring at the TA Truck Stop and related properties shown on **Exhibit 1**:

1. Motor Vehicle Accidents
2. Larceny of Motor Vehicles
3. Fraud/Larceny by employee/Embezzlement
4. Breaking and Entering of Motor Vehicles (as they will have to be processed for evidence)
5. Any Felony Case or call which requires evidence submission or an NCIC Entry.
6. Service of Involuntary Commitment Papers

Section II: Time Period – This Amended Agreement shall become effective at 12:00:01 a.m. on July 1, 2022. It is agreed that this Amended Agreement shall continue indefinitely until amended by mutual agreement or terminated. This Amended Agreement may be terminated by either party upon providing ninety (90) days written notice to the other Parties.

Section III: Communications – It is understood and agreed that the dispatching of GCSO personnel to the TA Truck Stop and related properties covered by this Amended Agreement, shall be by the Guilford Metro 911 Communications Center (“GM 911”).

Section IV: Standard of Service – Law enforcement services provided by the GCSO under this Amended Agreement shall be commensurate and equal to the standard of law enforcement services provided by GCSO within Guilford County and to its citizens.

Section V: Legal Authority and Jurisdiction – when providing law enforcement services pursuant to this Amended Agreement at the TA Truck Stop and related properties shown on **Exhibit 1**, the GCSO shall have the same law enforcement jurisdiction, authority, powers, and immunities as the BPD, and as the GCSO has elsewhere within its jurisdiction.

Section VI: Compensation – As compensation for the law enforcement services provided by the GCSO under this Amended Agreement, the CITY shall pay the COUNTY a non-refundable sum of **\$230.00** per each call for law enforcement service provided at the TA Truck Stop and related properties shown on **Exhibit 1**. Payment by the CITY shall be made monthly based upon the submission of a report by the GCSO to the BPD, itemizing the calls responded to by the GCSO, including the nature of each call, date and time of response, GCSO unit(s) involved in the response, crime(s) committed, arrests made and/or other action taken by GCSO.

Section VII: Crime Data Reporting – CITY and BPD authorize the GCSO to report to the North Carolina State Bureau of Investigation all crimes investigated and arrests made by the GCSO pursuant to this Amended Agreement within the portion of the City of Burlington shown on **Exhibit 1**, the

Section VII: Amendments – This Agreement may be supplemented, amended, or revised only in writing and with the agreement and consent of all Parties.

Section IX: Independent Contractor Status – The COUNTY and GCSO shall be considered independent contractors of the CITY and BPD.

Section X: Pre-Audit Compliance – This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

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HAS BEEN LEFT BLANK INTENTIONALLY

EXECUTION and ATTESTATION

IN TESTIMONY WHEREOF, and as evidenced by the signatures affixed below, the Parties agree to the foregoing terms and conditions of this Amended Agreement. In addition, 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 County Commissioners.

GUILFORD COUNTY, NC

ATTESTED TO:

Michael Halford, County Manager

Robin Keller, Clerk to the Board

GUILFORD COUNTY SHERIFF'S OFFICE

Danny H. Rogers,

Sheriff of Guilford County

Captain Aldous Heron, Guilford County Sheriff Department

Erris Dunston, Guilford County Assistant Manager

CITY OF BURLINGTON, NC

ATTESTED TO:

David Cheek, Interim City Manager



Beverly Smith, City Clerk

CITY OF BURLINGTON POLICE DEPARTMENT

Brian Long, Chief

Burlington Police Department

Exhibit 1



Exhibit 2

GUILFORD COUNTY
CONTRACT NO. 20879-07/05-035

NORTH CAROLINA

AGREEMENT

GUILFORD COUNTY
ALAMANCE COUNTY

THIS AGREEMENT, made and entered into as of this 1st 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:

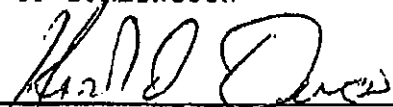
- (1) SERVICES - During their term of this Agreement, GUILFORD will furnish "first responder" law enforcement services to include answering all law enforcement related calls for service originating from or otherwise involving the said property and will take necessary law enforcement follow up measures.

- (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


Harold Owen, City Manager

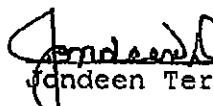
APPROVED AS TO CONTENT:


Michael Gauldin, Police Chief

APPROVED AS TO FORM & LEGALITY:


City Attorney

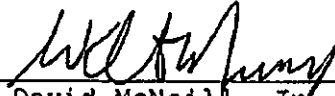
ATTEST:


Jondene Terry, City Clerk

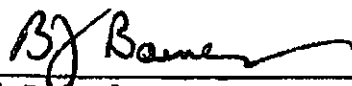
This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.


City Finance Director

GUILFORD COUNTY


W. David McNeill, Jr.
Deputy County Manager

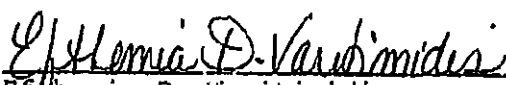
APPROVED AS TO CONTENT:


Sheriff B.O. Barnes

APPROVED AS TO FORM & LEGALITY:


Jonathan V. Maxwell
County Attorney

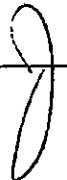
ATTEST:

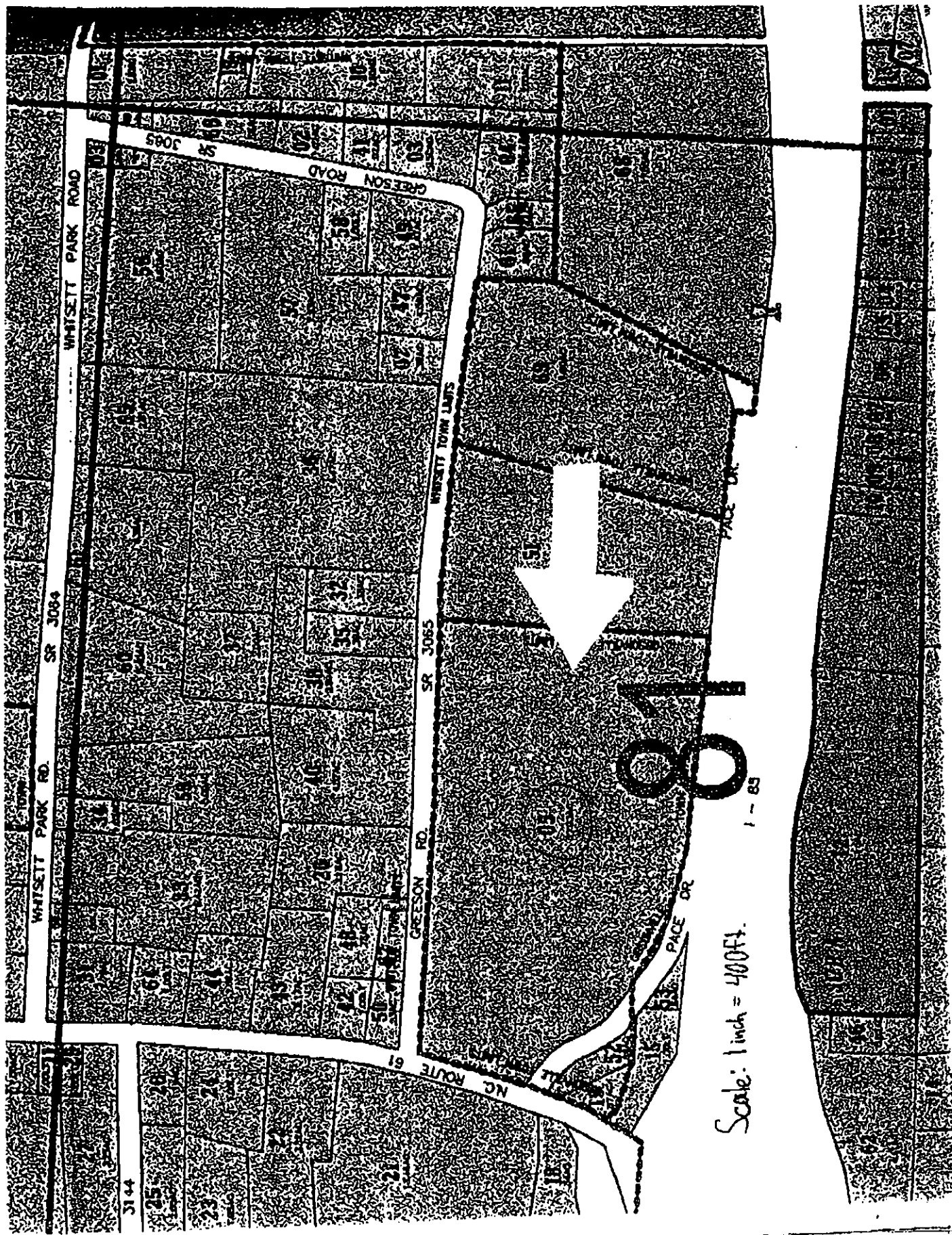

Efthemia D. Varitimidis
Clerk to Board

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


Guilford County Finance Director

APPROVED AS TO LEGAL SUFFICIENCY:


Jonathan V. Maxwell
County Attorney



Scale: 1 inch = 400 ft.

1 - 85

